

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended: March 31, 2026

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 0-25092



INSIGHT ENTERPRISES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

86-0766246

(I.R.S. Employer
Identification Number)

2701 E. Insight Way, Chandler, Arizona 85286
(Address of principal executive offices) (Zip Code)
(480) 333-3000
(Registrant's telephone number, including area code)

Not Applicable

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, par value \$0.01	NSIT	The NASDAQ Global Select Market

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒

No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒

No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

☒

Non-accelerated filer

☐

Accelerated filer

☐

Smaller reporting company

☐

Emerging growth company

☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐

No ☒

The number of shares outstanding of the issuer's common stock as of May 1, 2026 was 30,203,917.

INSIGHT ENTERPRISES, INC.
QUARTERLY REPORT ON FORM 10-Q
Three Months Ended March 31, 2026

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INSIGHT ENTERPRISES, INC.

FORWARD-LOOKING INFORMATION

References to "the Company," "Insight," "we," "us," "our" and other similar words refer to Insight Enterprises, Inc. and its consolidated subsidiaries, unless the context suggests otherwise. Certain statements in this Quarterly Report on Form 10-Q, including statements in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part I, Item 2 of this report, are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may include: projections of, and matters that affect, net sales, gross profit, gross margin, operating expenses, earnings from operations, non-operating income and expenses, net earnings or cash flows, cash needs and the payment of accrued expenses and liabilities; our expectations regarding supply constraints, including the current global memory chip shortage; our expectations regarding certain trends for our business, including that gross margin expansion could continue into future periods as we focus on selling solutions and increasing our services net sales; our expectation that transformation costs are not expected to recur in the longer term; the expected effects of seasonality on our business, including as a result of recent acquisitions; expectations of further consolidation and trends in the Information Technology ("IT") industry; our business strategy and our strategic initiatives, including our efforts to grow our core business in the current environment, develop and grow our global cloud business and build scalable solutions; expectations regarding the impact of partner incentives and changes to partner incentive programs; our expectations about future benefits of our acquisitions and our plans related thereto, including the expected timing of pending acquisitions and the potential expansion into wider regions; the increasing demand for big data solutions; the availability of competitive sources of products for our purchase and resale; our intentions concerning the payment of dividends; our acquisition strategy and our expectation that we will incur additional acquisition and integration related expenses in executing such strategy; our expectations regarding the impact of inflation, including our expectation that interest rates will hold steady and continue to remain higher than historical rates throughout most of 2026, and our ability to offset the effects of inflation and manage any increase in interest rates; the effects of tariffs and trade policies; projections of capital expenditures; our plans to continue to evolve our IT systems; our expectation that our gross margins will improve as our mix of services and solutions increase; plans relating to share repurchases; our liquidity and the sufficiency of our capital resources, the availability of financing and our needs or plans relating thereto; the effects of new accounting principles and expected dates of adoption; the effect of indemnification obligations; projections about the outcome of ongoing tax audits; our expectations regarding future tax rates and the impact of domestic and global tax legislation, including our expectation that our effective tax rate will return to more typical levels in the foreseeable future; our belief that we have adequate provisions for and our positions and strategies with respect to ongoing and threatened litigation and expected outcomes; our ability to expand our client relationships; our expectations that pricing pressures in the IT industry will continue; our intention to use cash generated in excess of working capital needs to pay down our senior secured revolving credit facility (the "ABL facility") and inventory financing facilities and to repurchase shares of our common stock and for strategic acquisitions; our belief that our office facilities are adequate and that we will be able to extend our current leases or locate substitute facilities on satisfactory terms; our belief that we have adequate provisions for losses; our expectation that we will not incur interest payments under our inventory financing facilities; our expectations that future income will be sufficient to fully recover deferred tax assets; our exposure to off-balance sheet arrangements; statements of belief; and statements of assumptions underlying any of the foregoing. Forward-looking statements are identified by such words as "believe," "anticipate," "expect," "estimate," "intend," "plan," "project," "will," "may" and variations of such words and similar expressions and are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified. Future events and actual results could differ materially from those set forth in, contemplated by, or underlying the forward-looking statements. There can be no assurances that results described in forward-looking statements will be achieved, and actual results could differ materially from those suggested by the forward-looking statements. Some of the important factors that could cause our actual results to differ materially from those projected in any forward-looking statements include, but are not limited to, the following, which are discussed in "Risk Factors" in Part I, Item 1A of the Company's Annual Report on Form 10-K for the year ended December 31, 2025 and in "Risk Factors" in Part II, Item 1A of this report:

- actions of our competitors, including manufacturers and publishers of products we sell;
 - our reliance on our partners for product availability, competitive products to sell and marketing funds and purchasing incentives, which can and do change significantly in the amounts made available and in the requirements year over year;
 - our ability to keep pace with rapidly evolving technological advances, including generative and agentic artificial intelligence ("AI") and the evolving competitive marketplace;
 - general economic conditions, economic uncertainties and changes in geopolitical conditions, including the possibility of a recession or a decline in market activity related to tariffs and trade policies, international conflicts including the war in Iran, or otherwise;
 - changes in the IT industry and/or rapid changes in technology;
 - our ability to provide high quality services to our clients;
 - our reliance on independent shipping companies;
 - the risks associated with our international operations, including our expansion into the Middle East;
 - supply constraints for products;
 - natural disasters or other adverse occurrences, including public health issues such as pandemics or epidemics;
 - disruptions in our IT systems and voice and data networks;
 - cyberattacks, outages, or third-party breaches of data privacy as well as related breaches of government regulations;
-

INSIGHT ENTERPRISES, INC.

- intellectual property infringement claims and challenges to our copyrights, patents, trademarks and trade names;
- potential liability and competitive risk based on the development, adoption, and use of generative AI ("Gen AI") and agentic AI;
- legal proceedings, client audits and failure to comply with laws and regulations;
- risks of termination, delays in payment, audits and investigations related to our public sector contracts;
- exposure to changes in, interpretations of, or enforcement trends related to tax rules and regulations;
- our potential to draw down a substantial amount of indebtedness;
- increased debt and interest expense and the possibility of decreased availability of funds under our financing facilities;
- possible significant fluctuations in our future operating results as well as seasonality and variability in client demands;
- potential contractual disputes or collection matters with our clients and third-party suppliers;
- our dependence on certain key personnel, our ability to attract, train and retain skilled teammates and our ability to manage the business during the transition of our new Chief Executive Officer;
- risks associated with the integration and operation of acquired businesses, including achievement of expected synergies and benefits; and
- future sales of the Company's common stock or equity-linked securities in the public market could lower the market price for our common stock.

Additionally, there may be other risks described from time to time in the reports that we file with the Securities and Exchange Commission (the "SEC"). Any forward-looking statements in this report are made as of the date of this filing and should be considered in light of various important factors, including the risks and uncertainties listed above, as well as others. We assume no obligation to update, and, except as may be required by law, do not intend to update, any forward-looking statements. We do not endorse any projections regarding future performance that may be made by third parties.

PART I - FINANCIAL INFORMATION
Item 1. Financial Statements.

INSIGHT ENTERPRISES, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except per share data)
(unaudited)

	March 31, 2026	December 31, 2025
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 440,626	\$ 358,020
Accounts receivable, net of allowance for doubtful accounts of \$40,529 and \$48,064, respectively	6,421,861	5,516,984
Inventories	251,564	160,648
Contract assets, net	59,564	65,745
Other current assets	279,121	260,990
Total current assets	7,452,736	6,362,387
Long-term contract assets, net	46,560	53,176
Property and equipment, net of accumulated depreciation and amortization of \$189,085 and \$184,730, respectively	187,210	188,449
Goodwill	1,168,255	1,169,734
Intangible assets, net of accumulated amortization of \$341,004 and \$320,553, respectively	404,845	426,237
Long-term accounts receivable, net	673,897	763,923
Other assets	121,774	123,466
	<u>\$ 10,055,277</u>	<u>\$ 9,087,372</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable—trade	\$ 4,820,923	\$ 4,263,796
Accounts payable—inventory financing facilities	259,611	225,035
Accrued expenses and other current liabilities	1,053,424	615,464
Current portion of long-term debt	13	8
Total current liabilities	6,133,971	5,104,303
Long-term debt	1,469,032	1,361,327
Deferred income taxes	69,543	70,715
Long-term accounts payable	613,736	715,494
Other liabilities	166,399	186,659
	<u>8,452,681</u>	<u>7,438,498</u>
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$0.01 par value, 3,000 shares authorized; no shares issued	—	—
Common stock, \$0.01 par value, 100,000 shares authorized; 30,191 shares at March 31, 2026 and 30,996 shares at December 31, 2025	302	310
Additional paid-in capital	164,747	164,560
Retained earnings	1,480,197	1,520,404
Accumulated other comprehensive loss – foreign currency translation adjustments	(42,650)	(36,400)
Total stockholders' equity	<u>1,602,596</u>	<u>1,648,874</u>
	<u>\$ 10,055,277</u>	<u>\$ 9,087,372</u>

See accompanying notes to consolidated financial statements.

INSIGHT ENTERPRISES, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)
(unaudited)

	Three Months Ended March 31,	
	2026	2025
Net sales:		
Products	\$ 1,666,546	\$ 1,707,800
Services	461,440	395,756
Total net sales	2,127,986	2,103,556
Costs of goods sold:		
Products	1,487,644	1,531,826
Services	178,191	165,253
Total costs of goods sold	1,665,835	1,697,079
Gross profit:		
Products	178,902	175,974
Services	283,249	230,503
Gross profit	462,151	406,477
Operating expenses:		
Selling and administrative expenses	383,983	339,173
Severance and restructuring expenses, net	6,485	7,026
Acquisition and integration related expenses	1	175
Earnings from operations	71,682	60,103
Non-operating expense (income):		
Interest expense, net	23,633	15,625
Other (income) expense, net	(1,452)	25,469
Earnings before income taxes	49,501	19,009
Income tax expense	19,492	11,495
Net earnings	\$ 30,009	\$ 7,514
Net earnings per share:		
Basic	\$ 0.97	\$ 0.24
Diluted	\$ 0.97	\$ 0.22
Shares used in per share calculations:		
Basic	30,788	31,839
Diluted	30,856	34,683

See accompanying notes to consolidated financial statements.

INSIGHT ENTERPRISES, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	2026	2025
Net earnings	\$ 30,009	\$ 7,514
Other comprehensive (loss) gain, net of tax:		
Foreign currency translation adjustments	(6,250)	10,770
Total comprehensive income	<u>\$ 23,759</u>	<u>\$ 18,284</u>

See accompanying notes to consolidated financial statements.

INSIGHT ENTERPRISES, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)
(unaudited)

	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Stockholders' Equity
	Shares	Par Value	Shares	Amount				
Balances at December 31, 2025	30,996	\$ 310	—	—	\$ 164,560	\$ (36,400)	\$ 1,520,404	\$ 1,648,874
Issuance of common stock under employee stock plans, net of shares withheld for payroll taxes	83	1	—	—	(3,453)	—	—	(3,452)
Stock-based compensation expense	—	—	—	—	8,197	—	—	8,197
Employee stock purchase plan issuances	12	—	—	—	896	—	—	896
Excise tax on stock repurchases	—	—	—	—	(677)	—	(1)	(678)
Repurchase of treasury stock	—	—	(900)	(75,000)	—	—	—	(75,000)
Retirement of treasury stock	(900)	(9)	900	75,000	(4,776)	—	(70,215)	—
Foreign currency translation adjustments, net of tax	—	—	—	—	—	(6,250)	—	(6,250)
Net earnings	—	—	—	—	—	—	30,009	30,009
Balances at March 31, 2026	30,191	\$ 302	—	—	\$ 164,747	\$ (42,650)	\$ 1,480,197	\$ 1,602,596
Balances at December 31, 2024	31,778	\$ 318	—	—	\$ 342,893	\$ (81,158)	\$ 1,508,558	\$ 1,770,611
Issuance of common stock under employee stock plans, net of shares withheld for payroll taxes	127	1	—	—	(11,091)	—	—	(11,090)
Stock-based compensation expense	—	—	—	—	8,847	—	—	8,847
Employee stock purchase plan issuances	7	—	—	—	1,187	—	—	1,187
Shares issued upon conversion of Notes	2,833	28	—	—	(28)	—	—	—
Shares received from convertible note hedge upon conversion of convertible notes	(2,833)	(28)	—	—	28	—	—	—
Settlement upon early exercise of Warrants	—	—	—	—	(196,895)	—	—	(196,895)
Foreign currency translation adjustments, net of tax	—	—	—	—	—	10,770	—	10,770
Net earnings	—	—	—	—	—	—	7,514	7,514
Balances at March 31, 2025	31,912	\$ 319	—	—	\$ 144,941	\$ (70,388)	\$ 1,516,072	\$ 1,590,944

See accompanying notes to consolidated financial statements.

INSIGHT ENTERPRISES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities:		
Net earnings	\$ 30,009	\$ 7,514
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	28,478	25,779
Provision for losses on accounts receivable	3,429	3,666
Non-cash stock-based compensation	8,197	8,847
Net change on revaluation of earnout liabilities	25,284	15,200
Earnout payments in excess of acquisition date fair value	(1,071)	—
Deferred income taxes	(1,185)	(7,772)
Net loss on revaluation of warrant settlement liabilities	—	25,069
Impairment loss on long lived real estate asset	1,369	—
Amortization of debt issuance costs	850	1,281
Other adjustments	(330)	(22)
Changes in assets and liabilities:		
Increase in accounts receivable	(960,000)	(391,354)
Increase in inventories	(92,033)	(26,033)
Decrease in contract assets	12,014	35,526
Decrease in long-term accounts receivable	88,065	30,816
Increase in other assets	(14,827)	(21,961)
Increase in accounts payable	601,778	416,952
Decrease in long-term accounts payable	(100,059)	(31,160)
Increase (decrease) in accrued expenses and other liabilities	402,415	(14,298)
Net cash provided by operating activities:	32,383	78,050
Cash flows from investing activities:		
Purchases of property and equipment	(5,995)	(7,130)
Acquisitions, net of cash and cash equivalents acquired	—	—
Net cash used in investing activities:	(5,995)	(7,130)
Cash flows from financing activities:		
Borrowings on ABL revolving credit facility	1,518,570	1,389,224
Repayments on ABL revolving credit facility	(1,406,177)	(965,452)
Warrants settlement	—	(138,892)
Repayment of principal on the Convertible Notes	—	(333,091)
Net borrowings under inventory financing facilities	34,976	42,701
Repurchases of common stock	(75,000)	—
Earnout and acquisition related payments	(5,456)	—
Other payments	(2,628)	(9,963)
Net cash provided by (used in) financing activities:	64,285	(15,473)
Foreign currency exchange effect on cash, cash equivalents and restricted cash balances	(7,776)	7,177
Increase in cash, cash equivalents and restricted cash	82,897	62,624
Cash, cash equivalents and restricted cash at beginning of period	360,776	261,467
Cash, cash equivalents and restricted cash at end of period	\$ 443,673	\$ 324,091

See accompanying notes to consolidated financial statements.

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

1. Basis of Presentation and Recently Issued Accounting Standards

At Insight, we accelerate transformation by unlocking the power of people and technology. We turn complexity into clarity, helping our clients achieve meaningful business outcomes and drive real results at scale. We serve these clients in North America; Europe, the Middle East and Africa ("EMEA"); and Asia-Pacific ("APAC"). As a Fortune 500-ranked Solutions Integrator, we deliver secure, end-to-end digital transformation and meet the needs of our clients through a comprehensive portfolio of solutions, far-reaching partnerships and 38 years of broad IT expertise. We amplify our solutions and services with global scale, local expertise and our e-commerce experience, enabling our clients to realize their digital ambitions in multiple ways. Our company is organized in the following three operating segments, which are primarily defined by their related geographies:

Operating Segment	Geography
North America	United States and Canada
EMEA	Europe, Middle East and Africa
APAC	Asia-Pacific

Our offerings in North America and certain countries in EMEA and APAC include hardware, software and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist largely of software and certain software-related services and cloud solutions.

In the opinion of management, the accompanying unaudited consolidated financial statements contain all adjustments necessary to present fairly our financial position as of March 31, 2026 and our results of operations for the three months ended March 31, 2026 and 2025 and cash flows for the three months ended March 31, 2026 and 2025. The consolidated balance sheet as of December 31, 2025 was derived from the audited consolidated balance sheet at such date. The accompanying unaudited consolidated financial statements and notes have been prepared in accordance with the rules and regulations promulgated by the SEC and consequently do not include all of the disclosures normally required by United States generally accepted accounting principles ("GAAP").

The results of operations for interim periods are not necessarily indicative of results for the full year, due in part to the seasonal nature of our business. These unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements, including the related notes thereto, in our Annual Report on Form 10-K for the year ended December 31, 2025.

The consolidated financial statements include the accounts of Insight Enterprises, Inc. and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Additionally, these estimates and assumptions affect the reported amounts of net sales and expenses during the reporting period. Actual results could differ from those estimates. On an ongoing basis, we evaluate our estimates, including those related to sales recognition, anticipated achievement levels under partner funding programs, assumptions related to stock-based compensation valuation, allowances for doubtful accounts and contract assets, valuation of inventories, valuation of acquired intangible assets, litigation-related obligations, valuation allowances for deferred tax assets and impairment of long-lived assets, including purchased intangibles and goodwill, if indicators of potential impairment exist.

Recently Issued Accounting Standards

In November 2024, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") No. 2024-03, "Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40)". The standard requires public business entities to disclose

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

detailed information about specific types of expenses that are relevant to certain line items on the income statement. The guidance is effective for annual periods beginning after December 15, 2026 and interim reporting periods within annual reporting periods beginning after December 15, 2027. The requirements can be applied prospectively with the option for retrospective application, and early adoption is permitted. The Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-06, Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software. The standard modernizes the accounting guidance for internal-use software costs by eliminating references to software development project stages and introducing a principles-based capitalization model. Under the updated guidance, entities begin capitalizing internal-use software costs when management has authorized and committed funding for the project and it is probable that the software will be completed and placed into service for its intended use. The guidance is effective for fiscal years beginning after December 15, 2027 and interim reporting periods within those fiscal years. Early adoption is permitted, and the guidance may be applied prospectively, retrospectively, or using a modified retrospective approach. The Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements.

2. Receivables, Contract Assets, Contract Liabilities and Performance Obligations

Contract Balances

The following table provides information about receivables, contract assets and contract liabilities as of March 31, 2026 and December 31, 2025 (in thousands):

	March 31, 2026	December 31, 2025
Current receivables, which are included in "Accounts receivable, net"	\$ 6,421,861	\$ 5,516,984
Contract assets, net	59,564	65,745
Long-term accounts receivable, net	673,897	763,923
Long-term contract assets, net	46,560	53,176
Contract liabilities, which are included in "Accrued expenses and other current liabilities" and "Other liabilities"	155,332	152,910

Significant changes in the gross contract assets balances during the three months ended March 31, 2026 are as follows (in thousands):

	Contract Assets
Balances at December 31, 2025	\$ 126,228
Reclassification of beginning contract assets to receivables, as a result of rights to consideration becoming unconditional	(18,615)
Contract assets recognized, net of reclassification to receivables	6,650
Balances at March 31, 2026	\$ 114,263

Contract assets consist of amounts the Company is entitled to for the resale of third-party consumption-based services, prior to payment becoming unconditional. In these transactions, the Company invoices clients for the gross amount of consideration it is responsible to collect, including amounts ultimately passed on to the third-party service providers. As of March 31, 2026, contract assets, net of allowances, were \$106,124,000.

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

Gross contract assets by our internal risk ratings as of March 31, 2026 are summarized as follows (in thousands):

	Contract Assets
Low risk	\$ 29,479
Moderate risk	60,751
High risk	24,033
Total contract assets	<u>\$ 114,263</u>

Changes in the contract liabilities balances during the three months ended March 31, 2026 are as follows (in thousands):

	Contract Liabilities
Balances at December 31, 2025	\$ 152,910
Reclassification of the beginning contract liabilities to revenue, as the result of performance obligations satisfied	(61,332)
Cash received in advance and not recognized as revenue	63,754
Balances at March 31, 2026	<u>\$ 155,332</u>

During the three months ended March 31, 2025, the Company recognized revenue of \$32,528,000 related to its contract liabilities.

Transaction price allocated to the remaining performance obligations

The following table includes estimated net sales related to performance obligations that are unsatisfied (or partially unsatisfied) as of March 31, 2026 that are expected to be recognized in the future (in thousands):

	Services
Remainder of 2026	\$ 141,268
2027	91,451
2028	42,770
2029 and thereafter	22,850
Total remaining performance obligations	<u>\$ 298,339</u>

With the exception of remaining performance obligations associated with our OneCall Support Services contracts which are included in the table above regardless of original duration, the remaining performance obligations that have original expected durations of one year or less are not included in the table above. Certain contracts are cancellable for convenience and are effectively month-to-month. These contracts are excluded from the total remaining performance obligation disclosure under the practical expedient for contracts with an original expected duration of one year or less. Additionally, for our time and material services contracts, including disposal service arrangements, whereby we have the right to consideration from a client in an amount that corresponds directly with the value to the client of our performance completed to date, we recognized revenue in the amount to which we have a right to invoice as of March 31, 2026 and do not disclose information about related remaining performance obligations in the table above.

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

3. Assets Held for Sale

Beginning in the second quarter of 2025, our property in Santa Monica, California had been classified as held for sale within other current assets, and the carrying value of the property was determined to be greater than its estimated fair value less costs to sell. Accordingly, we previously recorded a loss on impairment of a long lived real estate asset of \$12,588,000 within selling and administrative expenses. During the three months ended March 31, 2026, we recorded an additional impairment charge of \$1,368,700, resulting in total impairment charges of \$13,956,700 on the property. Subsequent to March 31, 2026, the property was sold for \$7,990,000. During the three months ended March 31, 2025, we did not have any assets held for sale.

4. Net Earnings Per Share

Basic earnings per share ("EPS") is computed by dividing net earnings available to common stockholders by the weighted average number of common shares outstanding during each period. Diluted EPS is computed on the basis of the weighted average number of shares of common stock plus the effect of dilutive potential common shares outstanding during the period using the treasury stock method. Dilutive potential common shares include outstanding restricted stock units ("RSUs") and certain shares underlying our previously outstanding 0.75% Convertible Senior Notes due 2025 (the "Convertible Notes") and the warrants (the "Warrants") relating to the Call Spread Transactions (as defined in Note 5), as applicable. A reconciliation of the denominators of the basic and diluted EPS calculations follows (in thousands, except per share data):

	Three Months Ended March 31,	
	2026	2025
Numerator:		
Net earnings	\$ 30,009	\$ 7,514
Denominator:		
Weighted average shares used to compute basic EPS	30,788	31,839
Dilutive potential common shares due to dilutive RSUs, net of tax effect	68	176
Dilutive potential common shares due to the Convertible Notes	—	1,731
Dilutive potential common shares due to the Warrants	—	937
Weighted average shares used to compute diluted EPS	30,856	34,683
Net earnings per share:		
Basic	\$ 0.97	\$ 0.24
Diluted	\$ 0.97	\$ 0.22

For the three months ended March 31, 2026 and 2025, approximately 286,000 and 57,000, respectively, of our RSUs were excluded from the diluted EPS calculations because their inclusion would have been anti-dilutive. These share-based awards could be dilutive in future periods.

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

5. Debt, Inventory Financing Facilities, Finance Leases and Other Financing Obligations

Debt

Our long-term debt consists of the following (in thousands):

	March 31, 2026	December 31, 2025
ABL revolving credit facility	\$ 975,670	\$ 868,209
Senior unsecured notes due 2032	493,356	493,085
Other financing obligations	19	41
Total	1,469,045	1,361,335
Less: current portion of long-term debt	(13)	(8)
Long-term debt	\$ 1,469,032	\$ 1,361,327

On December 19, 2025, we entered into the Sixth Amendment to the Credit Agreement (as amended, the "credit agreement") to modify our ABL facility. The amendment, among other things, increased the maximum borrowing amount under the ABL facility from \$1,800,000,000 to \$2,000,000,000, including a maximum borrowing capacity that could be used for borrowing by certain foreign subsidiaries of \$350,000,000. The amendment also extended the maturity date of the ABL facility from July 22, 2027 to December 19, 2030 and increased our flexibility with respect to the sale of receivables. From time to time and at our option, we may request to increase the aggregate amount available for borrowing under the ABL facility by up to an aggregate of the U.S. dollar equivalent of \$750,000,000, subject to customary conditions, including receipt of commitments from lenders. The ABL facility is guaranteed by certain of our material subsidiaries and is secured by a lien on certain of our assets and certain of each other borrower's and each guarantor's assets. The ABL facility provides for an uncommitted first-in, last-out revolving facility in an aggregate amount of up to \$100,000,000. As of March 31, 2026, eligible accounts receivable and inventory permitted availability to \$1,955,867,000 of the full \$2,000,000,000 facility amount, of which \$975,670,000 was outstanding.

The ABL facility contains customary affirmative and negative covenants and events of default. If a default occurs (subject to customary grace periods and materiality thresholds) under the credit agreement, certain actions may be taken, including, but not limited to, possible termination of commitments and required payment of all outstanding principal amounts plus accrued interest and fees payable under the credit agreement. As of March 31, 2026, no such events have occurred.

Senior Unsecured Notes due 2032

On May 20, 2024, we issued \$500,000,000 aggregate principal amount of 6.625% Senior Notes due 2032 (the "Senior Notes") that mature on May 15, 2032. The Senior Notes are senior unsecured obligations of the Company and guaranteed by each of the Company's existing and future direct and indirect U.S. subsidiaries that is or becomes a guarantor or borrower under the ABL facility, subject to certain exceptions. The net proceeds from the offering were used to repay a portion of the outstanding borrowings under the ABL facility. The Senior Notes were issued pursuant to an indenture (the "Senior Notes Indenture") containing certain covenants that limit the Company's ability to, subject to certain exceptions, create, incur, or assume liens to secure debt, among other things. The Senior Notes bear interest at an annual rate of 6.625% payable semiannually, in arrears, on May 15th and November 15th of each year beginning on November 15, 2024.

The Company may redeem the Senior Notes prior to May 15, 2027, with an amount equal to the net cash proceeds received by the Company from certain equity offerings at a redemption price equal to 106.625% of the principal amount of such notes, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the aggregate principal amount of the Senior Notes. The Senior Notes are subject to redemption at specified prices on or after May 15, 2027 plus accrued and unpaid interest, if any, on such notes redeemed, to, but excluding, the applicable

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

redemption date. In addition, at any time prior to May 15, 2027, the Company may, on one or more occasions, redeem the Senior Notes in whole or in part, at its option, upon notice, at a redemption price equal to 100% of the principal amount of such notes plus a "make-whole" premium as specified in the Senior Notes Indenture and accrued and unpaid interest, if any, to, but excluding, the redemption date.

If the Company experiences certain change of control events, together with a ratings decline, as described in the Senior Notes Indenture, the Company will be required to make an offer to repurchase some or all of the Senior Notes at a price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the repurchase date.

The Senior Notes are subject to certain customary events of default and acceleration clauses. As of March 31, 2026, no such events have occurred.

The Senior Notes consist of the following balances reported within the consolidated balance sheets (in thousands):

	March 31, 2026	December 31, 2025
Liability:		
Principal	\$ 500,000	\$ 500,000
Less: debt issuance costs, net of accumulated accretion	(6,644)	(6,915)
Net carrying amount	\$ 493,356	\$ 493,085

Convertible Senior Notes due 2025

In August 2019, we issued \$350,000,000 aggregate principal amount of the Convertible Notes that matured on February 15, 2025. The Convertible Notes bore interest at an annual rate of 0.75% payable semiannually, in arrears, on February 15th and August 15th of each year. The Convertible Notes were general unsecured obligations of Insight and were guaranteed on a senior unsecured basis by Insight Direct USA, Inc., a wholly owned subsidiary of Insight.

Upon maturity, the significant majority of Convertible Note holders elected to convert their notes. As a result, the aggregate principal amount of \$333,091,000 was settled in cash with the additional amounts due as a result of conversion being settled in shares of our common stock. The conversion rate was 14.6376 shares of common stock per \$1,000 principal amount of the Convertible Notes (equivalent to the initial conversion price of approximately \$68.32 per share of common stock). We issued 2,832,627 shares upon conversion.

The Convertible Notes were reflected in the consolidated balance sheets prior to their maturity. The effective interest rate on the principal of the Convertible Notes was 0.75%. Interest expense recognized for the three months ended March 31, 2025 consisted of contractual coupon interest and amortization of debt issuance costs and was included in the consolidated statement of operations.

Convertible Note Hedge and Warrant Transaction

In connection and concurrent with the issuance of the Convertible Notes, we entered into certain convertible note hedge and warrant transactions (the "Call Spread Transactions") with respect to the Company's common stock.

The convertible note hedge consisted of an option to purchase up to 5,123,160 common stock shares at a price of \$68.32 per share. On February 15, 2025, we executed the convertible note hedge upon the conversion of the Convertible Notes discussed above. Upon execution, we received 2,833,276 shares of common stock, which we used to meet our obligation under the Convertible Notes to issue shares of common stock upon conversion.

Additionally, we sold Warrants to purchase 5,123,160 shares of common stock at a price of \$103.12 per share as part of the Call Spread Transactions. The Warrants expired on May 15, 2025 and could not be

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

exercised prior to maturity. The Company received aggregate proceeds of approximately \$34,440,000 in 2019 for the sale of the Warrants.

On January 6, 2025, we entered into an agreement to settle 2,049,264 of the total 5,123,160 Warrants. These Warrants were settled entirely in cash for \$138,892,000 on February 27, 2025. We recorded a liability of approximately \$112,590,000 to accrued expenses and other current liabilities upon execution of the agreement. The change in the fair value of the settlement liability through the settlement date of \$26,301,000 was recognized in net income.

On February 25, 2025, we entered into an agreement to settle an additional 1,536,948 of the remaining Warrants. These Warrants were settled entirely in cash for \$83,072,000 on April 2, 2025. We recorded a liability of approximately \$84,304,000 to accrued expenses and other current liabilities upon execution of the agreement. The change in the fair value of the settlement liability through the settlement date of \$1,233,000 was recognized in net income.

During 2025, the remaining 1,536,948 Warrants were either settled or expired with no value. We issued an aggregate of 215,324 shares of our common stock to settle the remaining Warrants. As a result, there were no outstanding Warrants as of December 31, 2025 or March 31, 2026.

The Call Spread Transactions had no effect on the terms of the Convertible Notes and reduced potential dilution by effectively increasing the initial conversion price of the Convertible Notes to \$103.12 per share of the Company's common stock.

Inventory Financing Facilities

We have maximum availability under our unsecured inventory financing facility with MUFG Bank Ltd ("MUFG") of \$280,000,000. As of March 31, 2026, we have maximum availability under our unsecured inventory financing facility with PNC Bank, N.A. ("PNC") of \$375,000,000, including a \$25,000,000 facility in Canada (the "Canada facility"). We also have maximum availability under our unsecured inventory financing facility with Wells Fargo in EMEA (the "EMEA facility") of \$50,000,000. As of March 31, 2026, our combined inventory financing facilities had a total maximum capacity of \$705,000,000, of which \$259,611,000 was outstanding.

The inventory financing facilities will remain in effect until they are terminated by any of the parties. If balances are not paid within stated vendor terms (typically 60 days), they will accrue interest at prime plus 2.00% on the MUFG facility, Canadian Overnight Repo Rate Average plus 4.50% on the Canada facility and Term SOFR, EURIBOR, or SONIA, as applicable, plus 4.50% and 0.25% on the PNC (other than the Canada facility) and EMEA facilities, respectively. Amounts outstanding under these facilities are classified separately as accounts payable – inventory financing facilities in the accompanying consolidated balance sheets and within cash flows from financing activities in the accompanying consolidated statements of cash flows. We impute interest on the average daily balance outstanding during these stated vendor terms based on our incremental borrowing rate during the period.

6. Income Taxes

Our effective tax rates were 39.4% and 60.5% for the three months ended March 31, 2026 and 2025, respectively. For both periods, the effective tax rate was unfavorably impacted by state income taxes, higher taxes on earnings in foreign jurisdictions, and the non-deductibility of losses from the revaluation of earnout liabilities. The effective tax rate for the three months ended March 31, 2026 was further increased by tax shortfalls on share-based compensation. The effective tax rate for the three months ended March 31, 2025 was further increased by the non-deductibility of net losses associated with warrant settlement liabilities, partially offset by a non-recurring release of a valuation allowance on foreign tax credit carryforwards.

As of March 31, 2026 and December 31, 2025, we had approximately \$14,327,000 and \$13,272,000, respectively, of unrecognized tax benefits. Of these amounts, approximately \$2,085,000 and \$1,667,000, respectively, related to accrued interest. In the future, if recognized, the remaining liability associated with uncertain tax positions could affect our effective tax rate.

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

7. Share Repurchase Program

On December 19, 2025, we announced that our Board of Directors authorized the repurchase of up to \$299,000,000 of our common stock, including amounts that remained from prior authorizations. As of March 31, 2026, approximately \$224,000,000 remained available for repurchases under our share repurchase program. Our share repurchases may be made on the open market, subject to Rule 10b-18 or in privately negotiated transactions, through block trades, through 10b5-1 plans or otherwise, at management's discretion. The number of shares purchased and the timing of the purchases will be based on market conditions, working capital requirements, general business conditions and other factors. We intend to retire the repurchased shares.

During the three months ended March 31, 2026, we repurchased 899,561 shares of our common stock on the open market at a total cost of approximately \$75,000,000 (an average price of \$83.37 per share). During the three months ended March 31, 2025, we did not repurchase any shares of our common stock. All shares repurchased during the three months ended March 31, 2026 were retired.

8. Commitments and Contingencies

Contractual

In the ordinary course of business, we issue performance bonds to secure our performance under certain contracts or state tax requirements. As of March 31, 2026, we had approximately \$38,381,000 of performance bonds outstanding. These bonds are issued on our behalf by a surety company on an unsecured basis; however, if the surety company is ever required to pay out under the bonds, we have contractually agreed to reimburse the surety company.

Management believes that payments, if any, related to these performance bonds are not probable at March 31, 2026. Accordingly, we have not accrued any liabilities related to such performance bonds in our consolidated financial statements.

The Company has a minimum required purchase commitment of approximately \$100,467,000 pursuant to an agreement primarily related to cloud services. The total purchase commitment is required to be met or exceeded during a 5-year period, starting October 1, 2023 through September 30, 2028. At March 31, 2026, we had a remaining purchase commitment of \$51,235,000. If total purchases do not meet the required commitment by September 30, 2028, the shortfall must be prepaid by the Company and can be used for further purchases through September 30, 2029.

The Company has a minimum required purchase commitment of approximately \$40,000,000 pursuant to an agreement primarily related to software as a service. The total purchase commitment was required to be met during a 4-year period, starting November 30, 2022 through November 29, 2026. If total purchases did not meet the required commitment by November 29, 2026, the Company could extend the term of the commitment through November 29, 2027. During this extended period, any credit balance would remain available for payment against the usage of the subscribed products. As of March 31, 2026, the Company has satisfied the minimum purchase commitment under this agreement and has no remaining purchase commitment outstanding.

As of March 31, 2026, the Company has recorded a contingent liability of approximately \$27,793,000, payable to a partner to settle various contractual commitments to resell a minimum amount of cloud services to clients.

Employment Contracts and Severance Plans

We have employment contracts with, and severance plans covering, certain officers and management teammates under which severance payments would become payable in the event of specified terminations without cause or terminations under certain circumstances after a change in control. In addition, vesting of outstanding nonvested RSUs would accelerate following a change in control. If severance payments under the current employment agreements or plan payments were to become payable, the severance payments would generally range from three to twenty-four months of salary.

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

Indemnifications

From time to time, in the ordinary course of business, we enter into contractual arrangements under which we agree to indemnify either our clients or third-party service providers from certain losses incurred relating to services performed on our behalf or for losses arising from defined events, which may include litigation or claims relating to past performance. These arrangements include, but are not limited to, the indemnification of our clients for certain claims arising out of our performance under our sales contracts, the indemnification of our landlords for certain claims arising from our use of leased facilities and the indemnification of the lenders that provide our credit facilities for certain claims arising from their extension of credit to us. Such indemnification obligations may not be subject to maximum loss clauses.

Management believes that payments, if any, related to these indemnifications are not probable at March 31, 2026. Accordingly, we have not accrued any liabilities related to such indemnifications in our consolidated financial statements.

We have entered into separate indemnification agreements with certain of our executive officers and with each of our directors. These agreements require us, among other requirements, to indemnify such officers and directors against expenses (including attorneys' fees), judgments and settlements incurred by such individual in connection with any action arising out of such individual's status or service as our executive officer or director (subject to exceptions such as where the individual failed to act in good faith or in a manner the individual reasonably believed to be in, or not opposed to, the best interests of the Company) and to advance expenses incurred by such individual with respect to which such individual may be entitled to indemnification by us. There are no pending legal proceedings that involve the indemnification of any of the Company's directors or officers.

Contingencies Related to Third-Party Review

From time to time, we are subject to potential claims and assessments from third parties. We are also subject to various governmental, client and partner audits. We continually assess whether or not such claims have merit and warrant accrual. Where appropriate, we accrue estimates of anticipated liabilities in our consolidated financial statements. Such estimates are subject to change and may affect our results of operations and our cash flows.

Legal Proceedings

From time to time, we are party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights and other intellectual property rights, employment claims, claims related to services provided, interruptions, or outages, claims of alleged non-compliance with contract provisions and claims related to alleged violations of laws and regulations. We regularly evaluate the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a loss, or an additional loss, may have been incurred and determine if accruals are required. If accruals are not required, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

9. Segment Information

We operate in three reportable geographic operating segments: North America; EMEA; and APAC. Our offerings in North America and certain countries in EMEA and APAC include IT hardware, software and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist largely of software and certain software-related services and cloud solutions.

In the following table, revenue is disaggregated by our reportable operating segments, which are primarily defined by their related geographies, as well as by major product offering, by major client group and by recognition on either a gross basis as a principal in the arrangement, or on a net basis as an agent, for the three months ended March 31, 2026 and 2025 (in thousands):

	Three Months Ended March 31, 2026			
	North America	EMEA	APAC	Consolidated
Major Offerings				
Hardware	\$ 1,063,670	\$ 143,478	\$ 13,069	\$ 1,220,217
Software	285,347	138,477	22,505	446,329
Services	333,788	90,896	36,756	461,440
	<u>\$ 1,682,805</u>	<u>\$ 372,851</u>	<u>\$ 72,330</u>	<u>\$ 2,127,986</u>
Major Client Groups				
Large Enterprise / Corporate	\$ 1,118,506	\$ 296,318	\$ 29,183	\$ 1,444,007
Commercial	402,550	8,781	24,293	435,624
Public Sector	161,749	67,752	18,854	248,355
	<u>\$ 1,682,805</u>	<u>\$ 372,851</u>	<u>\$ 72,330</u>	<u>\$ 2,127,986</u>
Revenue Recognition based on acting as Principal or Agent in the Transaction				
Gross revenue recognition (Principal)	\$ 1,535,405	\$ 325,941	\$ 57,933	\$ 1,919,279
Net revenue recognition (Agent)	147,400	46,910	14,397	208,707
	<u>\$ 1,682,805</u>	<u>\$ 372,851</u>	<u>\$ 72,330</u>	<u>\$ 2,127,986</u>

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

	Three Months Ended March 31, 2025			
	North America	EMEA	APAC	Consolidated
Major Offerings				
Hardware	\$ 1,006,294	\$ 128,864	\$ 6,358	\$ 1,141,516
Software	396,733	138,296	31,255	566,284
Services	297,616	75,668	22,472	395,756
	<u>\$ 1,700,643</u>	<u>\$ 342,828</u>	<u>\$ 60,085</u>	<u>\$ 2,103,556</u>
Major Client Groups				
Large Enterprise / Corporate	\$ 1,160,582	\$ 252,226	\$ 19,593	\$ 1,432,401
Commercial	393,213	12,137	18,720	424,070
Public Sector	146,848	78,465	21,772	247,085
	<u>\$ 1,700,643</u>	<u>\$ 342,828</u>	<u>\$ 60,085</u>	<u>\$ 2,103,556</u>
Revenue Recognition based on acting as Principal or Agent in the Transaction				
Gross revenue recognition (Principal)	\$ 1,573,050	\$ 307,985	\$ 52,614	\$ 1,933,649
Net revenue recognition (Agent)	127,593	34,843	7,471	169,907
	<u>\$ 1,700,643</u>	<u>\$ 342,828</u>	<u>\$ 60,085</u>	<u>\$ 2,103,556</u>

The method for determining what information regarding operating segments, products and services, geographic areas of operation and major clients to report is based upon the "management approach," or the way that management organizes the operating segments within a company, for which separate financial information is evaluated regularly by the Chief Operating Decision Maker ("CODM") in deciding how to allocate resources. Our CODM is our Chief Executive Officer, which was Joyce Mullen as of March 31, 2026. Effective as of April 13, 2026, Jack Azagury serves as our Chief Executive Officer.

All significant intercompany transactions are eliminated upon consolidation, and there are no differences between the accounting policies used to measure profit and loss for our segments or on a consolidated basis. Net sales are defined as net sales to external clients. None of our clients exceeded ten percent of consolidated net sales for the three months ended March 31, 2026 or 2025.

A portion of our operating segments' selling and administrative expenses arise from shared services and infrastructure that we have historically provided to them in order to realize economies of scale and to use resources efficiently. These expenses, collectively identified as corporate charges, include senior management expenses, internal audit, legal, tax, insurance services, treasury and other corporate infrastructure expenses. Charges are allocated to our operating segments, and the allocations have been determined on a basis that we considered to be a reasonable reflection of the utilization of services provided to or benefits received by the operating segments.

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

The following tables present our results of operations by reportable operating segment for the periods indicated (in thousands):

	Three Months Ended March 31, 2026			
	North America	EMEA	APAC	Consolidated
Net sales:				
Hardware	\$ 1,063,670	\$ 143,478	\$ 13,069	\$ 1,220,217
Software	285,347	138,477	22,505	446,329
Services	333,788	90,896	36,756	461,440
Total net sales	1,682,805	372,851	72,330	2,127,986
Costs of goods sold:				
Hardware	932,268	124,931	11,821	1,069,020
Software	265,652	131,456	21,516	418,624
Services	131,559	29,661	16,971	178,191
Total costs of goods sold	1,329,479	286,048	50,308	1,665,835
Gross Profit:				
Hardware	131,402	18,547	1,248	151,197
Software	19,695	7,021	989	27,705
Services	202,229	61,235	19,785	283,249
Gross profit	353,326	86,803	22,022	462,151
Operating expenses:				
Significant selling and administrative expenses	230,927	72,041	18,035	321,003
Adjusted earnings from operations	\$ 122,399	\$ 14,762	\$ 3,987	\$ 141,148

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

	Three Months Ended March 31, 2025			
	North America	EMEA	APAC	Consolidated
Net sales:				
Hardware	\$ 1,006,294	\$ 128,864	\$ 6,358	\$ 1,141,516
Software	396,733	138,296	31,255	566,284
Services	297,616	75,668	22,472	395,756
Total net sales	1,700,643	342,828	60,085	2,103,556
Costs of goods sold:				
Hardware	876,883	112,040	5,596	994,519
Software	377,432	130,936	28,939	537,307
Services	126,876	27,925	10,452	165,253
Total costs of goods sold	1,381,191	270,901	44,987	1,697,079
Gross Profit:				
Hardware	129,411	16,824	762	146,997
Software	19,301	7,360	2,316	28,977
Services	170,740	47,743	12,020	230,503
Gross profit	319,452	71,927	15,098	406,477
Operating expenses:				
Significant selling and administrative expenses	225,592	59,328	10,358	295,278
Adjusted earnings from operations	\$ 93,860	\$ 12,599	\$ 4,740	\$ 111,199

Our CODM uses Adjusted earnings from operations ("Adjusted EFO") when assessing the performance of and deciding how to allocate resources to the operating segments. For example, Adjusted earnings from operations is a basis for executive variable compensation. Significant selling and administrative expenses primarily reflect personnel costs, including teammate benefits. Effective in the first quarter of 2026, we transitioned to an updated definition of Adjusted EFO that also excludes stock-based compensation expense in order to improve comparability across companies. Prior period segment information has been recast to conform to the current period presentation. Adjusted earnings from operations excludes amortization of intangible assets, severance and restructuring expenses, acquisition and integration related expenses, stock-based compensation expense and certain other expenses. These other expenses include transformation costs, revaluation of earnout liabilities and other non-significant expenses. Our CODM uses comparisons of actual Adjusted earnings from operations against budgets, forecasts and prior periods as a basis for assessing current period segment performance as well as for determining necessary resources to assign, including for determining necessary investments or reductions in resources.

The following is a summary of our total assets by reportable operating segment (in thousands):

	March 31, 2026	December 31, 2025
North America	\$ 6,980,474	\$ 7,018,025
EMEA	3,450,113	2,528,292
APAC	472,225	412,016
Corporate assets and intercompany eliminations, net	(847,535)	(870,961)
Total assets	\$ 10,055,277	\$ 9,087,372

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

We recorded the following pre-tax amounts, by reportable operating segment, for depreciation and amortization in the accompanying consolidated financial statements (in thousands):

	Three Months Ended March 31,	
	2026	2025
Depreciation and amortization of property and equipment:		
North America	\$ 6,073	\$ 6,277
EMEA	1,036	857
APAC	310	97
	<u>7,419</u>	<u>7,231</u>
Amortization of intangible assets:		
North America	18,644	16,804
EMEA	1,813	1,744
APAC	602	—
	<u>21,059</u>	<u>18,548</u>
Total	<u>\$ 28,478</u>	<u>\$ 25,779</u>

10. Acquisition

Sekuro

Effective October 31, 2025, we acquired 100 percent of the issued and outstanding shares of Sekuro Limited ("Sekuro") for a preliminary cash purchase price of approximately \$79,498,000, net of cash, cash equivalents, and restricted cash acquired of \$3,822,000, which is comprised of the initial purchase price of \$85,347,000 paid in cash upon the acquisition, partially offset by the contractual adjustments to the purchase price of \$2,027,000. The total purchase price also includes the estimated fair value of earn out payments of approximately \$11,439,000, which provide an incentive opportunity for the sellers to earn up to AUD122,500,000, contingent upon Sekuro achieving certain EBITDA and net revenue performance targets through October 2027. The AUD122,500,000 includes up to AUD42,500,000 available to the sellers for over achievement against EBITDA and net revenue performance targets. Sekuro is a global cybersecurity and digital resilience provider that offers end-to-end security services for enterprises and governments. We believe the acquisition positions us to better meet the growing demand for comprehensive security solutions in an increasingly complex threat landscape.

The preliminary fair value of net assets acquired was approximately \$16,183,000, including approximately \$21,431,000 of identifiable intangible assets, consisting primarily of customer relationships of \$20,379,000 that will be amortized using the straight-line method over the estimated economic life of ten years. As these intangible assets are not tax deductible, we recognized a related deferred tax liability of approximately \$6,429,000. The preliminary purchase price was allocated using the information currently available. Further information obtained upon the finalization of the fair value assumptions for identifiable intangible assets acquired and final assessments of various other assets and liabilities could lead to an adjustment of the purchase price allocation. Goodwill acquired approximated \$74,754,000, which was recorded in our APAC operating segment. None of the goodwill recognized is expected to be deductible for income tax purposes.

We consolidated the results of operations for Sekuro within our APAC operating segment since its acquisition on October 31, 2025. Our historical results would not have been materially affected by the acquisition of Sekuro and, accordingly, we have not presented pro forma information as if the acquisition had been completed at the beginning of each period presented in our consolidated statement of operations.

We recognized a net loss of \$4,007,000 within selling and administrative expenses due to the net changes in the estimated fair value of the earnout payments for the three months ended March 31, 2026.

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

Inspire11

Effective October 1, 2025, we acquired 100 percent of the issued and outstanding equity of Inspire11 LLC ("Inspire11") for a cash purchase price of approximately \$209,822,000, net of cash and cash equivalents acquired of \$1,413,000, which is comprised of the initial purchase price of \$205,171,000 paid in cash upon the acquisition, and a seller retention fund of \$6,300,000 and other costs of \$160,000 payable post-closing, partially offset by the contractual adjustments to the purchase price of \$351,000 and settlement of pre-existing relationship of \$45,000. The total purchase price also includes the estimated fair value of earn out payments of approximately \$37,790,000, which provide an incentive opportunity for the sellers to earn up to \$66,000,000, contingent upon Inspire11 achieving certain EBITDA performance targets through September 2027. Inspire11 is an award-winning technology delivery firm with deep advisory, data, and AI expertise. We believe this acquisition strengthens our capabilities as a leading solutions integrator through the integration of proven AI delivery accelerators, deep data and analytics expertise, and a results-driven methodology to convert AI initiatives into tangible business value and transformative growth.

The preliminary fair value of net assets acquired was approximately \$59,146,000, including approximately \$50,800,000 of identifiable intangible assets, consisting primarily of customer relationships of \$28,000,000 and non-compete agreements of \$21,300,000. The preliminary purchase price was allocated using the information currently available. Further information obtained upon the finalization of the fair value assumptions for identifiable intangible assets acquired and various accrued expense balance assessments, including tax related liabilities, could lead to an adjustment of the purchase price allocation. Goodwill acquired approximated \$188,466,000, which was recorded in our North America operating segment. Approximately 98% of goodwill is expected to be deductible for income tax purposes.

We consolidated the results of operations for Inspire11 within our North America operating segment since its acquisition on October 1, 2025. Our historical results would not have been materially affected by the acquisition of Inspire11 and, accordingly, we have not presented pro forma information as if the acquisition had been completed at the beginning of each period presented in our consolidated statement of operations.

We recognized a net loss of \$6,620,000 within selling and administrative expenses due to the net changes in the estimated fair value of the earnout payments for the three months ended March 31, 2026.

Infocenter

Effective May 1, 2024, we acquired 100 percent of the issued and outstanding shares of Infocenter.io Corporation ("Infocenter") for a cash purchase price of \$265,000,000, net of cash and cash equivalents acquired of \$5,103,000, which is comprised of the initial purchase price of \$269,477,000 paid in cash upon the acquisition and contractual adjustments to the purchase price of \$626,000 paid in July 2024. The total purchase price of \$289,200,000 also includes the estimated fair value of earn out payments of approximately \$24,200,000, which provide an incentive opportunity for the sellers of up to \$106,250,000, based on Infocenter achieving certain EBITDA performance through April 2026. Infocenter is a pure-play ServiceNow Elite Partner dedicated to automating business processes on the Now Platform®. We believe this acquisition enhances our Solutions Integrator offering framework to drive better business outcomes for our clients by enabling them to scale their multicloud environments with modern infrastructure, applications, and unified data and AI platforms.

The fair value of net assets acquired was approximately \$98,084,000, including approximately \$123,900,000 of identifiable intangible assets, consisting primarily of customer relationships that will be amortized using the straight-line method over the estimated economic life of ten years. As these intangible assets are not tax deductible, we recognized a related deferred tax liability of approximately \$31,832,000. We finalized the purchase price allocation in relation to this acquisition in the second quarter of 2025, with no material changes to our preliminary estimates. Goodwill acquired approximated \$191,116,000, which was recorded in our North America operating segment. None of the goodwill recognized is expected to be deductible for income tax purposes.

We consolidated the results of operations for Infocenter within our North America operating segment since its acquisition on May 1, 2024. Our historical results would not have been materially affected by

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)(unaudited)

the acquisition of Infocenter and, accordingly, we have not presented pro forma information as if the acquisition had been completed at the beginning of each period presented in our consolidated statement of operations.

We recognized net losses of \$14,666,000 and \$15,200,000 within selling and administrative expenses due to the net changes in the estimated fair value of the earnout payments for the three months ended March 31, 2026 and 2025, respectively. On July 1, 2025, we paid approximately \$39,602,000 for Infocenter's first earnout period.

11. Derivative Financial Instruments

We use derivatives to partially offset our exposure to fluctuations in certain foreign currencies. We do not enter into derivative contracts for speculative or trading purposes. Derivatives are recorded at fair value on the balance sheet based on observable market based inputs or unobservable inputs that are corroborated by market data (Level 2) where available. Gains or losses resulting from changes in fair value of our non hedge designated derivatives are recorded currently in income. Gains or losses resulting from changes in fair value of our hedge designated derivatives are recorded in other comprehensive income. Our foreign currency derivative instruments are not subject to any master netting arrangements with our counterparties.

We use foreign exchange forward contracts to mitigate risk associated with our net investment in foreign currency denominated operations. These forward contracts are designated as net investment hedges. In December 2025, we entered into two foreign exchange forward contracts to mitigate risk associated with our foreign operations denominated in Euros. These forward contracts, one for three years and another for five years, each have a notional value of \$50,000,000. These foreign currency forward contracts are carried at fair value. Changes in the fair value of these instruments during the three months ended March 31, 2026 were immaterial.

We use foreign exchange forward contracts to mitigate risk associated with certain non-functional currency assets and liabilities from fluctuations in foreign currency exchange rates. Our non-functional currency assets and liabilities are primarily related to foreign currency denominated payables, receivables, and cash balances. The foreign currency forward contracts, carried at fair value, typically have a maturity of one month or less.

12. Subsequent Event

Sale of the Santa Monica Property

Our property in Santa Monica, California, which had been classified as held for sale as of March 31, 2026, was sold on April 3, 2026 for gross proceeds of \$7,990,000. The Santa Monica property was acquired as part of an acquisition completed in 2019. Through March 31, 2026, the Company had recorded cumulative impairment charges of \$13,956,700 related to the property. The sale occurred subsequent to the reporting period and, accordingly, was not reflected in the accompanying unaudited condensed consolidated financial statements.

New Chief Executive Officer

Effective April 13, 2026, Mr. Azagury was appointed as President and Chief Executive Officer of the Company and as a member of the Company's board of directors, succeeding Ms. Mullen. The effective date of Mr. Azagury's appointment occurred subsequent to the reporting period and did not impact the accompanying unaudited condensed consolidated financial statements. Ms. Mullen will continue to serve in a consulting and advisory role pursuant to the terms of her executive employment agreement.

**INSIGHT ENTERPRISES, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS**

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion should be read in conjunction with the consolidated financial statements and the related notes that appear elsewhere in this Quarterly Report on Form 10-Q. We refer to our customers as "clients," our suppliers as "partners" and our employees as "teammates."

Quarterly Overview

Today, every business is a technology business. At Insight, we accelerate transformation by unlocking the power of people and technology. We turn complexity into clarity, helping our clients achieve meaningful business outcomes and drive real results at scale. We serve these clients in North America; Europe, the Middle East and Africa ("EMEA"); and Asia-Pacific ("APAC"). As a Fortune 500-ranked Solutions Integrator, we deliver secure, end-to-end digital transformation and meet the needs of our clients through a comprehensive portfolio of solutions, far-reaching partnerships and 38 years of broad IT expertise. We amplify our solutions and services with global scale, local expertise and our e-commerce experience, enabling our clients to realize their digital ambitions in multiple ways. Our offerings in North America and certain countries in EMEA and APAC include hardware, software and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist largely of software and certain software-related services and cloud solutions.

On a consolidated basis, for the three months ended March 31, 2026:

- Net sales of \$2.1 billion increased 1% compared to the three months ended March 31, 2025. The increase was primarily due to increases in services and hardware net sales as well as continued net revenue recognition in instances where Insight is the agent, partially offset by a decrease in software net sales. Excluding the effects of fluctuating foreign currency exchange rates, net sales decreased 1% compared to the first quarter of 2025.
- Gross profit of \$462.2 million increased 14% compared to the three months ended March 31, 2025, primarily driven by increases in cloud solution offerings and Insight Core Services. Excluding the effects of fluctuating foreign currency exchange rates, gross profit increased 11% compared to the first quarter of 2025.
- Compared to the three months ended March 31, 2025, gross margin expanded approximately 240 basis points to 21.7% of net sales in the three months ended March 31, 2026. This expansion reflects higher margin contributed by services net sales, including both cloud solution offerings and Insight Core Services, compared to the same period in the prior year.
- Earnings from operations increased 19%, year over year, to \$71.7 million in the first quarter of 2026 compared to \$60.1 million in the first quarter of 2025. The net change reflects an increase in gross profit, partially offset by an increase in selling and administrative expenses. Excluding the effects of fluctuating foreign currency exchange rates, earnings from operations increased 17% year over year.
- Net earnings and diluted earnings per share were \$30.0 million and \$0.97, respectively, for the first quarter of 2026. This compares to net earnings of \$7.5 million and diluted earnings per share of \$0.22 for the first quarter of 2025. The increase in net earnings was primarily due to an increase in earnings from operations in the first quarter of 2026 and the revaluation of warrant settlement liabilities recorded in the first quarter of 2025. Diluted earnings per share increased more than 100% year over year, primarily as a result of an increase in net earnings and a decrease in dilutive shares outstanding in the first quarter of 2026. Excluding the effects of fluctuating foreign currency exchange rates, diluted earnings per share also increased more than 100% year over year.

INSIGHT ENTERPRISES, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS (continued)

In discussing financial results for the three months ended March 31, 2026 and 2025, the Company refers to certain financial measures that are adjusted from the financial results prepared in accordance with United States generally accepted accounting principles ("GAAP"). When referring to non-GAAP measures, the Company refers to them as "Adjusted." See the "Use of Non-GAAP Financial Measures" section below for additional information and a reconciliation of such non-GAAP measures to the most directly comparable GAAP financial measures.

Throughout the "Quarterly Overview" and "Results of Operations" sections of this "Management's Discussion and Analysis of Financial Condition and Results of Operations," we refer to changes in net sales, gross profit, selling and administrative expenses, diluted earnings per share and earnings from operations on a consolidated basis and in EMEA and APAC, as applicable, excluding the effects of fluctuating foreign currency exchange rates, which are financial measures that are adjusted from our financial results prepared in accordance with GAAP. In addition, we refer to changes in Adjusted earnings from operations in EMEA and APAC excluding the effects of fluctuating foreign currency exchange rates. These are also considered to be non-GAAP measures. We believe providing this information excluding the effects of fluctuating foreign currency exchange rates provides valuable supplemental information to investors regarding our underlying business and results of operations, consistent with how we, including our management, evaluate our performance. In computing the changes in amounts and percentages, we compare the current period amount as translated into U.S. dollars under the applicable accounting standards to the prior period amount in local currency translated into U.S. dollars utilizing the weighted average translation rate for the current period. The performance measures excluding the effects of fluctuating foreign currency exchange rates should not be considered a substitute for, or superior to, the measures of financial performance prepared in accordance with GAAP.

Details about segment results of operations can be found in Note 9 to the Consolidated Financial Statements in Part I, Item 1 of this report.

Our discussion and analysis of financial condition and results of operations is intended to assist in the understanding of our condensed consolidated financial statements, including the changes in certain key items in those consolidated financial statements from period to period and the primary factors that contributed to those changes, as well as how certain critical accounting estimates affect our condensed consolidated financial statements.

Supply Chain, Demand and Inflation Update

We believe inflation contributed to sustained high interest rates on all of our variable rate borrowing facilities in the first quarter of 2026 consistent with the prior year. Interest rates are expected to hold steady and continue to remain higher than historical rates throughout most of 2026. We are actively monitoring changes to the global macroeconomic environment, including those impacting our supply chain, demand for our products whether due to tariffs or otherwise and interest rates, and assessing the potential impacts these challenges may have on our current results, financial condition and liquidity. Currently, our supply chain is impacted by the global memory chip shortage, which has resulted in lower overall supply and increased pricing and may result in further constrained overall supply and upward pressure on pricing. Additionally, international conflicts, including the war in Iran, may impact supply chain and increase inflation. We are mindful of the potential effects these conditions could have on our clients, partners and prospects in 2026 and beyond.

INSIGHT ENTERPRISES, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS (continued)

Critical Accounting Estimates

Our consolidated financial statements have been prepared in accordance with GAAP. For a summary of significant accounting policies, see Note 1 to the Consolidated Financial Statements in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2025. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, net sales and expenses. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results, however, may differ from estimates we have made. Members of our senior management have discussed the critical accounting estimates and related disclosures with the Audit Committee of our Board of Directors.

There have been no changes to the items disclosed as critical accounting estimates in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2025.

Results of Operations

The following table sets forth certain financial data as a percentage of net sales for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
Net sales	100.0 %	100.0 %
Costs of goods sold	78.3	80.7
Gross profit	21.7	19.3
Selling and administrative expenses	18.0	16.1
Severance and restructuring expenses, net and acquisition and integration related expenses	0.3	0.3
Earnings from operations	3.4	2.9
Non-operating expense, net	1.1	2.0
Earnings before income taxes	2.3	0.9
Income tax expense	0.9	0.5
Net earnings	1.4 %	0.4 %

We generally experience some seasonal trends in our net sales. Software and certain cloud net sales are typically seasonally higher in our second and fourth quarters. Business clients, particularly larger enterprise businesses in the United States, tend to spend more, particularly on product, in our fourth quarter. Sales to the federal government in the United States are often stronger in our third quarter, while sales in the state and local government and education markets are also often stronger in our second quarter. Sales to public sector clients in the United Kingdom are often stronger in our first quarter. These trends create overall variability in our consolidated results.

Our gross profit across the business and related to product versus services sales are, and will continue to be, impacted by partner incentives, which can and do change significantly in the amounts made available and the related product or services sales being incentivized by the partner. Incentives from our largest partners are significant and changes in the incentive requirements, which occur regularly, could impact our results of operations to the extent we are unable to effectively shift our focus and efficiently respond to them. For a discussion of risks associated with our reliance on partners, see "Risk Factors – Risks related to Our Business, Operations and Industry – We rely on our partners for product availability, competitive products to sell and marketing funds and purchasing incentives, which can and do change significantly in the amounts made

INSIGHT ENTERPRISES, INC.
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AND RESULTS OF OPERATIONS (continued)

available and the requirements year over year," in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2025.

Net Sales. Net sales of \$2.1 billion for the three months ended March 31, 2026 increased 1%, year over year, compared to the three months ended March 31, 2025, primarily reflecting increases in our EMEA and APAC operating segments, partially offset by a decrease in our North America operating segment.

Our net sales by operating segment were as follows for the three months ended March 31, 2026 and 2025 (dollars in thousands):

	Three Months Ended March 31,		% Change
	2026	2025	
North America	\$ 1,682,805	\$ 1,700,643	(1)%
EMEA	372,851	342,828	9 %
APAC	72,330	60,085	20 %
Consolidated	<u>\$ 2,127,986</u>	<u>\$ 2,103,556</u>	1 %

Our net sales by offering category for North America for the three months ended March 31, 2026 and 2025 were as follows (dollars in thousands):

Sales Mix	Three Months Ended March 31,		% Change
	2026	2025	
Hardware	\$ 1,063,670	\$ 1,006,294	6 %
Software	285,347	396,733	(28)%
Services	333,788	297,616	12 %
	<u>\$ 1,682,805</u>	<u>\$ 1,700,643</u>	(1)%

Net sales in North America decreased 1%, or \$17.8 million, for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily driven by decreases in software net sales of 28%. The decrease was partially offset by increases in services and hardware net sales of 12% and 6%, year over year, respectively. The net changes for the three months ended March 31, 2026 were the result of the following:

- The increase in hardware net sales was primarily due to a mix of higher volume of sales and higher selling price to large enterprise clients. This reflects an increase in both devices and infrastructure net sales.
- The increase in services net sales was due to an increase in cloud solution offerings combined with an increase in Insight Delivered services from the Inspire11 acquisition.
- The decrease in software net sales was primarily due to changes in certain vendor relationships (shifting us from a principal to an agent role), as well as the continued migration of on-premise software to cloud solutions, in each case, reported net in services net sales.

INSIGHT ENTERPRISES, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS (continued)

Our net sales by offering category for EMEA for the three months ended March 31, 2026 and 2025 were as follows (dollars in thousands):

Sales Mix	Three Months Ended March 31,		% Change
	2026	2025	
Hardware	\$ 143,478	\$ 128,864	11 %
Software	138,477	138,296	— %
Services	90,896	75,668	20 %
	<u>\$ 372,851</u>	<u>\$ 342,828</u>	9 %

Net sales in EMEA increased 9%, or \$30.0 million, for the three months ended March 31, 2026 compared to the three months ended March 31, 2025. Excluding the effects of fluctuating foreign currency exchange rates, net sales in EMEA remained relatively flat, year to year. Net sales of services and hardware increased by 20% and 11%, respectively, year over year, with software net sales remaining flat, year over year. The net changes for the three months ended March 31, 2026 were the result of the following:

- The increase in hardware net sales was primarily due to higher volume of sales to large enterprise clients, partially offset by lower volume of sales to commercial and public sector clients.
- The increase in services net sales was primarily due to increases in Insight Delivered services and other agency net sales.

Our net sales by offering category for APAC for the three months ended March 31, 2026 and 2025 were as follows (dollars in thousands):

Sales Mix	Three Months Ended March 31,		% Change
	2026	2025	
Hardware	\$ 13,069	\$ 6,358	106 %
Software	22,505	31,255	(28)%
Services	36,756	22,472	64 %
	<u>\$ 72,330</u>	<u>\$ 60,085</u>	20 %

Net sales in APAC increased 20%, or \$12.2 million, for the three months ended March 31, 2026 compared to the three months ended March 31, 2025. Excluding the effects of fluctuating foreign currency exchange rates, net sales in APAC increased 11%, year over year. Net sales of hardware and services increased by 106% and 64%, respectively, year over year. These increases were partially offset by a decrease in software net sales of 28%, year to year. The net changes for the three months ended March 31, 2026 were the result of the following:

- The increase in hardware net sales was due to higher volume of sales to enterprise and commercial clients.
- The increase in services net sales was primarily due to the acquisition of Sekuro in November 2025.
- The decrease in software net sales was primarily driven by a continued migration of on-premise software to cloud solutions, reported net in services net sales.

INSIGHT ENTERPRISES, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
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The percentage of net sales by category for North America, EMEA and APAC were as follows for the three months ended March 31, 2026 and 2025:

Sales Mix	North America Three Months Ended March 31,		EMEA Three Months Ended March 31,		APAC Three Months Ended March 31,	
	2026	2025	2026	2025	2026	2025
Hardware	63 %	59 %	39 %	38 %	18 %	11 %
Software	17 %	23 %	37 %	40 %	31 %	52 %
Services	20 %	18 %	24 %	22 %	51 %	37 %
	100 %	100 %	100 %	100 %	100 %	100 %

Gross Profit. Gross profit increased 14%, or \$55.7 million, for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, with gross margin expanding approximately 240 basis points to 21.7% for the three months ended March 31, 2026 compared to 19.3% for the three months ended March 31, 2025.

Our gross profit and gross profit as a percentage of net sales by operating segment were as follows for the three months ended March 31, 2026 and 2025 (dollars in thousands):

	Three Months Ended March 31,			
	2026	% of Net Sales	2025	% of Net Sales
North America	\$ 353,326	21.0 %	\$ 319,452	18.8 %
EMEA	86,803	23.3 %	71,927	21.0 %
APAC	22,022	30.4 %	15,098	25.1 %
Consolidated	\$ 462,151	21.7 %	\$ 406,477	19.3 %

North America's gross profit for the three months ended March 31, 2026 increased 11%, or \$33.9 million, compared to the three months ended March 31, 2025. As a percentage of net sales, gross margin expanded approximately 220 basis points to 21.0%, year over year. The year over year net expansion in gross margin was primarily attributable to the following:

- An expansion in services margin of 188 basis points combined with expansion in product margin of 23 basis points.
- The increase in services margin primarily reflects an increase in margin contribution from cloud solution offerings combined with an increase in margin contribution from Insight Core Services.
- The expansion in product margin primarily reflects improved performance in partner programs, partially offset by a mix of hardware sales with lower margins compared to the prior year period.

EMEA's gross profit for the three months ended March 31, 2026 increased 21%, or \$14.9 million, year over year (increasing 11% when excluding the effects of fluctuating foreign currency exchange rates), compared to the three months ended March 31, 2025. As a percentage of net sales, gross margin expanded 230 basis points to 23.3%, year over year. The year over year net expansion in gross margin was attributable to the following:

- An increase in services margin of 250 basis points partially offset by a contraction in product margin of 20 basis points.
- The increase in services margin is primarily the result of increased margin contribution from cloud solution offerings.
- The contraction in product margin is primarily the result of sales at lower margins than in the prior year period for both hardware and software.

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MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
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APAC's gross profit for the three months ended March 31, 2026 increased 46%, or \$6.9 million, year over year (increasing 35% when excluding the effects of fluctuating foreign currency exchange rates), compared to the three months ended March 31, 2025. As a percentage of net sales, gross margin expanded 530 basis points to 30.4%, year over year. The year over year net expansion in gross margin was attributable to a net expansion in services margin of 735 basis points due to the acquisition of Sekuro, partially offset by a contraction in product margin of 203 basis points.

Operating Expenses.

Selling and Administrative Expenses. Selling and administrative expenses for the three months ended March 31, 2026 increased 13%, or \$44.8 million, compared to the three months ended March 31, 2025 (an increase of 11% when excluding the effects of fluctuating foreign currency exchange rates).

Selling and administrative expenses increased approximately 190 basis points as a percentage of net sales in the three months ended March 31, 2026 compared to the three months ended March 31, 2025. The overall net increase in selling and administrative expenses primarily reflects an increase in personnel costs of \$24.0 million and other expenses of approximately \$16.5 million. The increase in personnel costs was driven by variable compensation costs and expenses from acquisitions in Q4 2025. The increase in other expenses primarily reflects a net loss on revaluation of earnout liabilities of approximately \$25.3 million for the first quarter of 2026 compared to a net loss of \$15.2 million for the first quarter of 2025 primarily due to the acquisitions of Inspire 11 and Sekuro. We also incurred transformation costs in the current and prior year periods of \$6.5 million and \$1.3 million, respectively. We have been undergoing a transformation of our business in phases across the global organization to help us achieve our strategic objectives, including becoming a leading solutions integrator. These costs are unique in nature to the individual transformation phases and are generally not expected to recur in the longer term.

Severance and Restructuring Expenses, net. During the three months ended March 31, 2026, we recorded severance and restructuring expenses, net of adjustments, of approximately \$6.5 million. Comparatively, during the three months ended March 31, 2025, we recorded severance and restructuring expenses, net of adjustments, of approximately \$7.0 million. The severance charges in both periods primarily related to a realignment of certain roles and responsibilities and reductions in workforce.

Acquisition and Integration Related Expenses. During the three months ended March 31, 2025, we recorded acquisition and integration related expenses of approximately \$0.2 million with no significant comparable activity during the three months ended March 31, 2026.

Earnings from Operations. Earnings from operations increased 19%, or \$11.6 million, for the three months ended March 31, 2026 compared to the three months ended March 31, 2025. Earnings from operations and earnings from operations as a percentage of net sales by operating segment were as follows for the three months ended March 31, 2026 and 2025 (dollars in thousands):

	Three Months Ended March 31,			
	2026	% of Net Sales	2025	% of Net Sales
North America	\$ 66,198	3.9 %	\$ 50,790	3.0 %
EMEA	6,605	1.8 %	5,011	1.5 %
APAC	(1,121)	(1.5)%	4,302	7.2 %
Consolidated	<u>\$ 71,682</u>	<u>3.4 %</u>	<u>\$ 60,103</u>	<u>2.9 %</u>

North America's earnings from operations for the three months ended March 31, 2026 increased 30%, or \$15.4 million, compared to the three months ended March 31, 2025. As a percentage of net sales, earnings from operations increased by approximately 90 basis points to 3.9%. The increase in earnings from operations was primarily driven by an increase in gross profit, partially offset by an increase in selling and administrative expenses, including expenses relating to the acquisition of Inspire11, when compared to the three months ended March 31, 2025.

INSIGHT ENTERPRISES, INC.
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EMEA's earnings from operations for the three months ended March 31, 2026 increased 32%, or \$1.6 million (increasing 22% when excluding the effects of fluctuating foreign currency exchange rates), compared to the three months ended March 31, 2025. As a percentage of net sales, earnings from operations increased by approximately 30 basis points to 1.8%. The increase in earnings from operations was primarily driven by an increase in gross profit, partially offset by an increase in transformation costs within selling and administrative expenses, when compared to the three months ended March 31, 2025.

APAC's earnings from operations for the three months ended March 31, 2026 decreased 126%, or \$5.4 million (decreasing 125% when excluding the effects of fluctuating foreign currency exchange rates), compared to the three months ended March 31, 2025. As a percentage of net sales, earnings from operations decreased by approximately 870 basis points to (1.5)%. The decrease in earnings from operations was driven by expenses related to the acquisition of Sekuro, partially offset by an increase in gross profit when compared to the three months ended March 31, 2025.

Adjusted Earnings from Operations. Adjusted earnings from operations increased 27%, or \$29.9 million, year over year, in the three months ended March 31, 2026 compared to the three months ended March 31, 2025. Adjusted earnings from operations as a percentage of net sales by operating segment were as follows for the three months ended March 31, 2026 and 2025 (dollars in thousands):

	Three Months Ended March 31,			
	2026	% of Net Sales	2025	% of Net Sales
North America	\$ 122,399	7.3 %	\$ 93,860	5.5 %
EMEA	14,762	4.0 %	12,599	3.7 %
APAC	3,987	5.5 %	4,740	7.9 %
Consolidated	<u>\$ 141,148</u>	6.6 %	<u>\$ 111,199</u>	5.3 %

North America's Adjusted earnings from operations for the three months ended March 31, 2026 increased 30%, or \$28.5 million, compared to the three months ended March 31, 2025. As a percentage of net sales, Adjusted earnings from operations increased by approximately 180 basis points to 7.3%. The increase in Adjusted earnings from operations was primarily driven by an increase in gross profit, partially offset by an increase in selling and administrative expenses.

EMEA's Adjusted earnings from operations for the three months ended March 31, 2026 increased 17%, or \$2.2 million (increasing 9% excluding the effects of fluctuating foreign currency exchange rates), compared to the three months ended March 31, 2025. As a percentage of net sales, Adjusted earnings from operations increased by approximately 30 basis points to 4.0%. The increase in Adjusted earnings from operations was primarily driven by an increase in gross profit, partially offset by an increase in selling and administrative expenses.

APAC's Adjusted earnings from operations for the three months ended March 31, 2026 decreased 16%, or \$0.8 million (decreasing 21% excluding the effects of fluctuating foreign currency exchange rates), compared to the three months ended March 31, 2025. As a percentage of net sales, Adjusted earnings from operations decreased by approximately 240 basis points to 5.5%. The decrease in Adjusted earnings from operations was primarily driven by an increase in selling and administrative expenses, partially offset by an increase in gross profit.

Non-Operating Expense (Income).

Interest Expense, Net. Interest expense, net primarily relates to borrowings under our financing facilities and imputed interest under our inventory financing facilities, the Convertible Notes and the Senior Notes, as applicable, partially offset by interest income generated from interest earned on cash and cash equivalent bank balances. Interest expense, net for the three months ended March 31, 2026 increased 51%, or \$8.0 million, compared to the three months ended March 31, 2025. This was primarily due to the higher loan

INSIGHT ENTERPRISES, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS (continued)

balances under our ABL facility and decreased interest income, partially offset by lower interest rates on ABL borrowings in the current year period.

Imputed interest under our inventory financing facilities was \$2.7 million for the three months ended March 31, 2026, compared to \$2.4 million for the three months ended March 31, 2025. For a description of our various financing facilities, see Note 5 to our Consolidated Financial Statements in Part I, Item 1 of this report.

Other Income (Expense), Net. Other income (expense), net primarily reflects a net loss on the revaluation of warrant settlement liabilities of \$25.1 million recorded in the three months ended March 31, 2025 in connection with the cash settlement of a portion of the Warrants, with no comparable activity in the three months ended March 31, 2026. For additional information regarding the Warrants, see Note 5 to our Consolidated Financial Statements in Part I, Item 1 of this report.

Income Tax Expense. Our effective tax rate of 39.4% for the three months ended March 31, 2026 was lower than our effective tax rate of 60.5% for the three months ended March 31, 2025. The decrease primarily reflects the non-deductibility of net losses related to the fair value adjustment associated with warrant settlement liabilities during the three months ended March 31, 2025, which did not recur during the three months ended March 31, 2026, and a year to year decrease in non-deductible net losses related to the revaluation of earnout liabilities. These items were partially offset by a non-recurring foreign tax credit valuation allowance release recorded in the three months ended March 31, 2025 and current period tax shortfalls relating to share-based compensation.

Use of Non-GAAP Financial Measures

Adjusted non-GAAP earnings from operations (which we also refer to as "Adjusted earnings from operations") excludes (i) severance and restructuring expenses, net, (ii) certain executive recruitment and hiring related expenses, (iii) amortization of intangible assets, (iv) transformation costs, (v) certain acquisition and integration related expenses, (vi) gains and losses from revaluation of acquisition related earnout liabilities, (vii) impairment losses on long lived real estate assets held for sale, and (viii) stock-based compensation expense, as applicable. Adjusted non-GAAP earnings from operations is used by the Company and its management to evaluate financial performance against budgeted amounts, to calculate incentive compensation, to assist in forecasting future performance and to compare the Company's results to those of the Company's competitors. We believe that this non-GAAP financial measure is useful to investors because it allows for greater transparency, facilitates comparisons to prior periods and to the Company's competitors' results, and assists in forecasting performance for future periods. The non-GAAP financial measure is not prepared in accordance with GAAP and may be different from non-GAAP financial measures presented by other companies. Non-GAAP financial measures should not be considered as a substitute for, or superior to, measures of financial performance prepared in accordance with GAAP.

	Three Months Ended March 31, 2026			
Adjusted Earnings from Operations (in thousands):	North America	EMEA	APAC	Consolidated
GAAP earnings from operations	\$ 66,198	\$ 6,605	\$ (1,121)	\$ 71,682
Amortization of intangible assets	18,644	1,813	602	21,059
Change in fair value of earnout liabilities	21,286	—	4,007	25,293
Transformation costs	3,582	2,922	—	6,504
Impairment loss on a long lived real estate asset held for sale	1,369	—	—	1,369
Severance and restructuring expenses, net	4,641	1,750	94	6,485
Acquisition and integration related expenses	61	(16)	(44)	1
Stock-based compensation expense	6,060	1,688	449	8,197
Other*	558	—	—	558
Adjusted non-GAAP earnings from operations	\$ 122,399	\$ 14,762	\$ 3,987	\$ 141,148
GAAP EFO as a percentage of net sales	3.9%	1.8%	(1.5%)	3.4%
Adjusted non-GAAP EFO as a percentage of net sales	7.3%	4.0%	5.5%	6.6%

	Three Months Ended March 31, 2025			
Adjusted Earnings from Operations (in thousands):	North America	EMEA	APAC	Consolidated
GAAP earnings from operations	\$ 50,790	\$ 5,011	\$ 4,302	\$ 60,103
Amortization of intangible assets	16,804	1,744	—	18,548
Change in fair value of earnout liabilities	15,200	—	—	15,200
Transformation costs	860	410	—	1,270
Severance and restructuring expenses, net	3,111	3,853	62	7,026
Acquisition and integration related expenses	170	—	5	175
Stock-based compensation expense	6,895	1,581	371	8,847
Other*	30	—	—	30
Adjusted non-GAAP earnings from operations	\$ 93,860	\$ 12,599	\$ 4,740	\$ 111,199
GAAP EFO as a percentage of net sales	3.0%	1.5%	7.2%	2.9%
Adjusted non-GAAP EFO as a percentage of net sales	5.5%	3.7%	7.9%	5.3%

* Other includes certain executive recruitment and hiring related expenses. Certain executive recruitment and hiring related expenses were \$0.6 million for the three months ended March 31, 2026, compared to immaterial amounts for the three months ended March 31, 2025.

INSIGHT ENTERPRISES, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
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Liquidity and Capital Resources

The following table sets forth certain consolidated cash flow information for the three months ended March 31, 2026 and 2025 (in thousands):

	Three Months Ended March 31,	
	2026	2025
Net cash provided by operating activities	\$ 32,383	\$ 78,050
Net cash used in investing activities	(5,995)	(7,130)
Net cash provided by (used in) financing activities	64,285	(15,473)
Foreign currency exchange effect on cash, cash equivalent and restricted cash balances	(7,776)	7,177
Increase in cash, cash equivalents and restricted cash	82,897	62,624
Cash, cash equivalents and restricted cash at beginning of period	360,776	261,467
Cash, cash equivalents and restricted cash at end of period	<u>\$ 443,673</u>	<u>\$ 324,091</u>

Cash and Cash Flow

- Our primary use of cash during the three months ended March 31, 2026 was to repurchase shares of our common stock.
- Operating activities provided \$32.4 million in cash during the three months ended March 31, 2026, compared to cash provided by operating activities of \$78.1 million during the three months ended March 31, 2025.
- Capital expenditures were \$6.0 million and \$7.1 million for the three months ended March 31, 2026 and 2025, respectively.
- During the three months ended March 31, 2026, we repurchased \$75.0 million of our common stock compared to no repurchases during the three months ended March 31, 2025.
- We had net borrowings under our ABL facility during the three months ended March 31, 2026 of \$112.4 million compared to net borrowings of \$423.8 million during the three months ended March 31, 2025.
- We had net borrowings under our inventory financing facilities of \$35.0 million during the three months ended March 31, 2026 compared to net borrowings of \$42.7 million during the three months ended March 31, 2025.
- We repaid approximately \$333.1 million for the remaining principal balance upon maturity of the Convertible Notes in the three months ended March 31, 2025.
- We paid \$138.9 million to settle a portion of the Warrants relating to the Call Spread Transactions associated with the Convertible Notes in the three months ended March 31, 2025. All Warrants were fully settled or expired by the end of 2025.

We anticipate that cash flows from operations, together with the funds available under our financing facilities, will be adequate to support our expected cash and working capital requirements for operations, as well as other strategic acquisitions, over the next 12 months and beyond. We expect existing cash and cash flows from operations to continue to be sufficient to fund our operating cash activities and cash commitments for investing and financing activities, such as capital expenditures, strategic acquisitions, repurchases of our common stock, debt repayments and repayment of our inventory financing facilities for the next 12 months. We currently expect to fund known cash commitments beyond the next 12 months through operating cash activities and/or other available financing resources.

INSIGHT ENTERPRISES, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS (continued)

Net cash provided by operating activities

- We have an inverted cash cycle resulting from typically paying partners on shorter terms than we provide to our clients. This generally means in periods of growing hardware sales, we typically use cash from operations.
- Cash flow provided by operating activities in the first three months of 2026 was \$32.4 million compared to cash provided by operating activities of \$78.1 million in the first three months of 2025.
- The decrease in cash provided by operating activities period over period is primarily due to higher working capital requirements, driven mainly by an increase in accounts receivable and inventories, partially offset by an increase in accounts payable. Changes in accounts receivable and accounts payable were influenced by netting on certain agent revenue streams, including a significant ongoing agency transaction in our EMEA segment, as well as changes in vendor mix. In the first three months of 2026, our cash provided by operations was also positively impacted by the timing of receipts compared to partner payments.
- We continue to be impacted by netted costs that we apply to our services net sales to appropriately record net sales that we earn as an agent. These netted costs, while excluded from net sales and cost of goods sold, are processed and applied to accounts receivable and accounts payable in each reporting period. As a result, calculation of our unadjusted cash conversion cycle, including days sales outstanding and days payables outstanding, do not provide an accurate reflection of our cash conversion metric, due to the metric components being inherently inflated. For example, netted costs were \$4.5 billion and \$2.7 billion in the first quarter of 2026 and 2025, respectively.
- We expect that cash flow from operations will be used, at least partially, to fund working capital as we typically pay our partners on average terms that are shorter than the average terms we grant to our clients in order to take advantage of supplier discounts.
- We intend to use cash generated in the remainder of 2026 in excess of working capital needs to pay down our ABL facility and inventory financing facilities, and to repurchase shares of our common stock.

Net cash used in investing activities

- Capital expenditures were \$6.0 million and \$7.1 million for the three months ended March 31, 2026 and 2025, respectively.
- We expect capital expenditures for the full year 2026 to be between approximately \$20.0 and \$30.0 million.

Net cash provided by (used in) financing activities

- During the three months ended March 31, 2026, we had net borrowings under our ABL facility of \$112.4 million, which were primarily used to repurchase shares of our common stock.
- During the three months ended March 31, 2025, we had net borrowings under our ABL facility that increased our outstanding long-term debt balance by \$423.8 million, which were primarily used to fund the repayment of the remaining principal balance upon maturity of the Convertible Notes.
- We had net borrowings under our inventory financing facilities of \$35.0 million during the three months ended March 31, 2026 compared to net borrowings of \$42.7 million during the three months ended March 31, 2025.
- We repaid approximately \$333.1 million for the remaining principal balance upon maturity of the Convertible Notes in the three months ended March 31, 2025.
- We paid \$138.9 million to settle a portion of the Warrants relating to the Call Spread Transactions associated with the Convertible Notes in cash in the three months ended March 31, 2025. All Warrants were fully settled or expired by the end of 2025.
- During the three months ended March 31, 2026, we made earnout and acquisition related payments of \$5.5 million primarily associated with our acquisition of Amdaris Group Limited.

INSIGHT ENTERPRISES, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS (continued)

- During the three months ended March 31, 2025, we did not make any earnout and acquisition related payments.
- During the three months ended March 31, 2026, we repurchased \$75.0 million of our common stock.
- During the three months ended March 31, 2025, we did not repurchase any shares of our common stock.

Financing Facilities

- Our debt balance as of March 31, 2026 was \$1.5 billion.
- Our objective is to pay our debt balances down while retaining adequate cash balances to meet overall business objectives.
- The Senior Notes are subject to certain events of default and certain acceleration clauses. As of March 31, 2026, no such events have occurred.
- Our ABL facility contains various covenants customary for transactions of this type, including complying with a minimum receivable and inventory requirement and meeting monthly, quarterly and annual reporting requirements.
 - The credit agreement contains customary affirmative and negative covenants and events of default.
 - At March 31, 2026, we were in compliance with all such covenants.
 - While the ABL facility has a stated maximum amount, the actual availability under the ABL facility is limited by a minimum accounts receivable and inventory requirement. As of March 31, 2026, eligible accounts receivable and inventory were sufficient to permit access to \$1,955.9 million of the full \$2.0 billion under the ABL facility of which \$975.7 million was outstanding.

We also have agreements with financial intermediaries to facilitate the purchase of inventory from certain suppliers under certain terms and conditions.

- These amounts are classified separately as accounts payable – inventory financing facilities in our consolidated balance sheets.
- Our inventory financing facilities have an aggregate availability for vendor purchases of \$705.0 million, of which \$259.6 million was outstanding at March 31, 2026.

Undistributed Foreign Earnings

Cash and cash equivalents held by foreign subsidiaries are generally subject to U.S. income taxation upon repatriation to the United States. As of March 31, 2026, we had approximately \$325.2 million in cash and cash equivalents in certain of our foreign subsidiaries, primarily residing in Canada, Australia, and New Zealand. Certain of these cash balances will be remitted to the United States or other countries by paying down intercompany payables generated in the ordinary course of business or through actual dividend distributions.

Off-Balance Sheet Arrangements

We have entered into off-balance sheet arrangements, which include indemnifications. The indemnifications are discussed in Note 8 to the Consolidated Financial Statements in Part I, Item 1 of this report and such discussion is incorporated by reference herein. We believe that none of our off-balance sheet arrangements have, or are reasonably likely to have, a material current or future effect on our financial condition, sales or expenses, results of operations, liquidity, capital expenditures or capital resources.

INSIGHT ENTERPRISES, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS (continued)

Recently Issued Accounting Standards

The information contained in Note 1 to the Consolidated Financial Statements in Part I, Item 1 of this report concerning a description of recently issued accounting standards which affect or may affect our financial statements, including our expected dates of adoption and the estimated effects on our results of operations and financial condition, is incorporated by reference herein.

Contractual Obligations

Other than as described in Note 8 to the Consolidated Financial Statements in Part I, Item 1 of this report, there have been no material changes in our reported contractual obligations, as described under "Cash Requirements From Contractual Obligations" in "Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources" in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2025.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Except as described below, there have been no material changes in our reported market risks, as described in "Quantitative and Qualitative Disclosures About Market Risk" in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2025.

Although our Senior Notes are based on fixed rates, changes in interest rates could impact the fair market value of such notes. As of March 31, 2026, the fair market value of our Senior Notes was \$483.0 million. For additional information about our Senior Notes, see Note 5 to our Consolidated Financial Statements in Part I, Item 1 of this report.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our Chief Executive Officer and Chief Financial Officer evaluated the effectiveness of our disclosure controls and procedures (as such term is defined under Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) and determined that as of March 31, 2026 our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There was no change in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) in the three months ended March 31, 2026 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Inherent Limitations of Internal Control Over Financial Reporting

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Part II – OTHER INFORMATION

Item 1. Legal Proceedings.

There are no material pending legal proceedings to which we are a party or of which any of our property is the subject. From time to time, we are party to various routine legal proceedings incidental to the business, see “– Legal Proceedings” in Note 8 to the Consolidated Financial Statements in Part I, Item 1 of this report.

Item 1A. Risk Factors.

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, Item 1A, “Risk Factors”, in our Annual Report on Form 10-K for the year ended December 31, 2025, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K are not the only risks facing the Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, financial condition or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

There were no unregistered sales of equity securities during the three months ended March 31, 2026.

We have never paid a cash dividend on our common stock, and we currently do not intend to pay any cash dividends in the foreseeable future. Our ABL facility contains certain covenants that, if not met, restrict the payment of cash dividends.

Issuer Purchases of Equity Securities

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
January 1, 2026 through January 31, 2026	—	\$ —	—	\$ 299,000,000
February 1, 2026 through February 28, 2026	229,549	83.46	229,549	279,840,732
March 1, 2026 through March 31, 2026	670,012	83.34	670,012	224,000,082
Total	<u>899,561</u>		<u>899,561</u>	

On December 19, 2025, we announced that our Board of Directors authorized the repurchase of up to \$299.0 million of our common stock, including approximately \$149.0 million that remained from prior authorizations. As of March 31, 2026, approximately \$224.0 million remained available for repurchases under our share repurchase program.

In accordance with the share repurchase program, share repurchases may be made on the open market, subject to Rule 10b-18 or in privately negotiated transactions, through block trades, through 10b5-1 plans or otherwise, at management’s discretion. The number of shares purchased, and the timing of the purchases will be based on market conditions, working capital requirements, general business conditions and other factors. We intend to retire the repurchased shares.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

Rule 10b5-1 Trading Plans

During the three months ended March 31, 2026, none of our directors or executive officers adopted, modified or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (each as defined in Item 408 of Regulation S-K).

INSIGHT ENTERPRISES, INC.
Item 6. Exhibits.

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit Number	Filing Date	
3.1	Amended and Restated Certificate of Incorporation of Insight Enterprises, Inc.	10-K	000-25092	3.1	February 17, 2006	
3.2	Certificate of Amendment of Amended and Restated Certificate of Incorporation of Insight Enterprises, Inc.	8-K	000-25092	3.1	May 21, 2015	
3.3	Amended and Restated Bylaws of Insight Enterprises, Inc.	8-K	000-25092	3.2	May 21, 2015	
10.1	Executive Employment Agreement between the Company and Joyce Mullen effective November 7, 2025.					X
10.2	Executive Employment Agreement between the Company and Sam Cowley, effective April 1, 2026.					X
10.3	Executive Employment Agreement and Offer Letter between the Company and Jack Azagury entered into as of March 23, 2026.					X
10.4	Executive Employment Agreement between the Company and Karim Adatia effective April 1, 2026.					X
31.1	Certification of Chief Executive Officer Pursuant to Securities Exchange Act Rule 13a-14					X
31.2	Certification of Chief Financial Officer Pursuant to Securities Exchange Act Rule 13a-14					X
32.1*	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (formatted as Inline XBRL with applicable taxonomy extension information contained in Exhibits 101)					X

* Furnished herewith

INSIGHT ENTERPRISES, INC.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: **May 7, 2026**

INSIGHT ENTERPRISES, INC.

By: /s/ Jack Azagury
 Jack Azagury
 President and Chief Executive Officer
 (Duly Authorized Officer)

By: /s/ James A. Morgado
 James A. Morgado
 Chief Financial Officer
 (Principal Financial Officer)

By: /s/ Rachael A. Crump
 Rachael A. Crump
 Chief Accounting Officer
 (Principal Accounting Officer)

EXECUTIVE EMPLOYMENT AGREEMENT

Insight Enterprises, Inc. (the “Company”) and Joyce Mullen (“Executive”) (together, the “Parties”) entered into an executive employment agreement as of October 14, 2021 (the “Prior Agreement”). The Parties desire to enter into this Executive Employment Agreement (this “Agreement”) to replace the Prior Agreement and to set forth the terms and conditions of Executive’s employment with the Company effective as of November 7, 2025 (the “Effective Date”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive agree as follows:

1. Position and Title. The Company will employ Executive as its President and Chief Executive Officer (“CEO”) until the Company’s Board of Directors (the “Board”) names a successor CEO and the successor CEO assumes such position. Subject to the terms and conditions of this Agreement, Executive agrees to resign as CEO and to continue in the employ of the Company in the capacity of Executive Vice President, Strategic Development as of the date on which the successor CEO assumes the position of CEO (the “Transition Date”).
2. Employment Commencement Date. Executive commenced her employment as President and CEO of the Company under the terms of the Prior Agreement on January 1, 2022.
3. Duties and Responsibilities. For the period preceding the Transition Date, Executive shall have such duties and responsibilities as are consistent with Executive’s position as President and CEO of the Company, as determined by the Board. For the period following the Transition Date, Executive shall have substantive consulting and advisory duties and responsibilities as are determined by the Company’s successor CEO and Executive shall report to such successor CEO. In each case, Executive shall perform her duties faithfully and to the best of her ability.
4. Board of Directors. For the period preceding the Transition Date, Executive shall serve as a member of the Board. Executive agrees that she will resign her membership on the Board as well as the board of any and all subsidiaries or affiliated companies, as may be applicable, as of the Transition Date or as soon as her replacement shall be designated. Executive agrees that she will execute any and all documents necessary to effect such resignations as of the Transition Date.
5. Location. The location of Executive’s principal place of employment shall be in the Company’s principal executive offices; provided, however, that Executive shall travel and perform occasional services outside of this area as reasonably required for the proper performance of Executive’s duties under this Agreement.
6. Term. Subject to the provisions for earlier termination set forth in Section 8, the term of Executive’s employment under this Agreement shall commence on the Effective Date and shall continue until March 31, 2028 (the “Term”).

7. Compensation and Benefits. Executive shall receive the compensation and benefits outlined below in Section 7 and shall not be entitled to any additional compensation under her Employment Agreement, other than as described herein.

- (a) Current Base Salary. Executive shall continue to receive an annualized base salary at the rate of \$1,000,000 (the “Current Base Salary”), payable in accordance with the Company’s payroll practices in effect from time to time. The Current Base Salary shall continue in effect until the later of (i) March 31, 2026 or (ii) the Transition Date.
- (b) New Base Salary. Following the later of April 1, 2026 or the Transition Date, Executive will no longer receive the Current Base Salary and will instead receive, throughout the Term of the Agreement, an annualized base salary at the rate of \$300,000 (the “New Base Salary”), payable in accordance with the Company’s payroll practices in effect from time to time.
- (c) Annual Bonus. For 2025, Executive shall be entitled to receive her annual incentive compensation on the basis of the Company’s 2025 performance and in accordance with the terms and conditions of the Company’s Cash Incentive Plan (the “Incentive Plan”), to be paid to Executive by March 31, 2026. Executive will receive a pro-rata share of her annual incentive bonus for 2026 on the basis of the Company’s 2026 performance, prorated for the number of days Executive served as CEO in 2026, and in accordance with the terms and conditions of the Incentive Plan, to be paid to Executive by March 31, 2027. Executive will not be eligible for further incentive bonus compensation during the Term beyond the pro rata 2026 incentive bonus.
- (d) Equity Participation. If Executive continues as CEO after March 31, 2026, Executive and the Board will determine a mutually agreeable equity award for 2026, to be provided to Executive by May 31, 2026. If the Transition Date occurs on or before March 31, 2026, Executive will not be entitled to any additional equity grants in 2026 or any later year during the Term.
- (e) Continued Vesting. For the avoidance of doubt, Executive shall continue to vest in her outstanding Restricted Stock Units (“RSUs”) during the Term, subject to the terms and conditions of those awards.
- (f) Employee Benefits. During the Term, Executive shall be eligible to participate in all health benefits, insurance programs, retirement plans, and other employee benefit plans and programs generally available to other executive employees of the Company, including the Company’s annual Executive Physical Program, subject to the terms and conditions of such employee benefit plans and programs.
- (g) Administrative Support. Following the Transition Date and during the Term, Executive shall be entitled to up to five (5) hours of administrative support per week.

- (h) Business Expenses. During the Term, Executive shall be entitled to reimbursement for reasonable business expenses incurred in the performance of her duties hereunder and in accordance with the Company's expense reimbursement policies as they exist from time to time or as otherwise approved by the Board.
- (i) Vacation. Executive shall be entitled to paid vacation in accordance with the Company's policies and procedures applicable to other executive employees of the Company, in effect from time to time.

8. Termination of Employment. Prior to the expiration of the Term and before the Transition Date, Executive's employment under this Agreement shall only terminate for one of the reasons listed in subsections (a) – (e) below. On or after the Transition Date and prior to the expiration of the Term, Executive's employment under this Agreement shall only terminate for one of the reasons listed in subsection (a), (c), or (d) below, provided that under subsection (c), Executive waives the right to assert "Good Reason" (as defined below) as a factor that prompted the resignation and waives the right to any benefits associated with such designation. The reasons include:

- (a) Immediately upon the death of Executive;
- (b) After ten (10) days' written notice by the Company to Executive on account of Executive's Disability. A "Disability" shall be deemed to exist if a medical doctor selected by the Company certifies that Executive is unable, despite reasonable accommodation, to perform the essential functions of her current position due to physical or mental illness, injury or other medical condition for a period of not less than six (6) full months in any twelve (12)-month period;
- (c) After ten (10) days' written notice by the Executive to the Company stating that Executive is resigning from her employment with the Company for any reason other than "Good Reason" (as defined herein);
- (d) Immediately upon written notice by the Company to Executive for Cause. For purposes of this Agreement, "Cause" shall be defined as:
 - (i) Executive's indictment or conviction of a felony or the plea of guilty or nolo contendere to a felony charge;
 - (ii) Executive's gross misconduct or gross neglect related to Executive's duties; or
 - (iii) Executive's commission of any fraud, misappropriation, gross misconduct, or embezzlement in connection with Executive's duties under the Agreement.
- (e) As provided in this Section 8(e), upon written notice by Executive to the Company stating that Executive is resigning from her employment with the Company for

“Good Reason.” For purposes of this Agreement, “Good Reason” shall be defined as:

- (i) Material diminution in Executive’s authority, duties or responsibilities without her consent; or
- (ii) A reduction in Executive’s Current Base Salary or New Base Salary, as applicable, without her consent, other than as part of a Company salary reduction program that includes all other senior executives of the Company;

provided, however, that Executive must resign within 180 days of the initial occurrence of either of the foregoing circumstances and must provide written notice to the Board of the facts and circumstances she alleges constitute Good Reason within ninety (90) days of the first occurrence of such fact or circumstance or Executive shall be deemed to have waived Executive’s right to terminate for Good Reason with respect to any such facts or circumstances; provided, further, that neither of the actions set forth in (i) and (ii) above shall constitute Good Reason if the action is cured or otherwise remedied by the Company within thirty (30) business days after receiving written notice from the Executive. For the avoidance of doubt, Executive and Company agree that Executive’s resignation as the CEO and the Executive’s reduction in compensation following the Transition Date as set forth in this Agreement do not constitute Good Reason.

9. Compensation in the Event of Termination.

- (a) Cause or Resignation. If Executive’s employment terminates under Section 8(c) or (d), Executive shall receive (i) payment of any earned but unpaid Current Base Salary or New Base Salary, as applicable, earned up to and including the date of termination, (ii) payment for accrued but unused vacation where required by law, and (iii) reimbursement of any unreimbursed business expenses (together, the “Accrued Obligations”).
- (b) Death or Disability. If Executive’s employment terminates under Section 8(a) or (b), Executive, or Executive’s estate, if applicable, shall receive the Accrued Obligations, any vested benefits Executive, or Executive’s estate, may be entitled to receive under any Company disability or insurance plan or other applicable employee benefit plan, and a lump sum cash amount equal to the value of any granted but unvested RSUs as of the Termination Date, all to be paid within sixty (60) days following the Termination Date.
- (c) Termination for Good Reason. If the Executive terminates Executive’s employment under the Agreement pursuant to Section 8(e) prior to the Transition Date, Executive shall receive (i) the Accrued Obligations and (ii) severance pay in a lump sum amount equal to the New Base Salary due for the remainder of the Term (the “Severance Payment”), and (iii) a lump sum cash amount equal to the value of any granted but unvested RSUs as of the Termination Date (the “RSU Payment”). Subject to Section 16 herein, the Severance Payment and the RSU Payment will be paid in a single lump sum within sixty (60) days following Executive’s termination

of employment; provided that (i) Executive has timely executed (and not revoked) a general release and waiver of all claims in a form acceptable to the Company and substantially similar to Exhibit A hereto ("General Release") and (ii) any period of revocation applicable to such General Release has passed; provided further, that the General Release shall be made available to Executive no later than five (5) days following the date of Executive's termination of employment.

10. Intellectual Property.

- (a) Proprietary Information. Executive and the Company hereby acknowledge and agree that in connection with the performance of Executive's duties under this Agreement, Executive shall be provided with or shall otherwise be exposed to or receive certain proprietary information of the Company. Such proprietary information may include, but shall not be limited to, information concerning the Company's customers and products, information concerning certain marketing, selling, and pricing strategies of the Company, and information concerning methods, manufacturing techniques, and processes used by the Company in its operations (all of the foregoing shall be deemed "Proprietary Information" for purposes of this Agreement). Executive hereby agrees that any and all Proprietary Information shall be and shall forever remain the property of the Company, and that during the Term, and at all times thereafter, Executive shall not in any way disclose or reveal the Proprietary Information other than to the Company's executives, officers and other employees and agents in the normal course of Executive's performance of her employment duties hereunder. The term "Proprietary Information" does not include information which (1) becomes generally available to the public other than as a result of a disclosure by Executive contrary to the terms of this Agreement, (2) was available on a non-confidential basis prior to its disclosure, or (3) becomes available on a non-confidential basis from a source other than Executive, provided that such source is not contractually obligated to keep such information confidential.
- (b) Trade Secrets. During the Term this Agreement, Executive will have access to and become acquainted with various trade secrets which are owned by the Company or by its affiliates and are regularly used in the operation of their respective businesses and which may give the Company or an affiliate an opportunity to obtain an advantage over competitors who do not know or use such trade secrets. Executive agrees and acknowledges that Executive will be granted access to these valuable trade secrets only by virtue of the confidential relationship created by Executive's employment and fiduciary relationships to the Company. Executive shall not disclose any of the aforesaid trade secrets, directly or indirectly or use them in any way, either during the Term of this Agreement or at any time thereafter, except as required in the course of employment by Company and for its benefit.
- (c) Intellectual Property. Executive acknowledges and agrees that all products, services, methods, know-how, procedures, processes, specifications, and anything of a similar nature that relate to the services to be provided by Executive to the Company, whether the same are derived from the use of Proprietary Information or otherwise developed or conceived of by Executive, shall be and shall remain the

exclusive property of the Company. Executive further agrees that for a period of one (1) year after the termination of Executive's employment under this Agreement for any reason, there shall be an irrebuttable presumption that all products, services, methods, know-how, procedures, formulae, processes, specifications, and anything of a similar nature which relate to such services rendered hereunder developed, formulated, created, or conceived of by Executive were derived from the use of Proprietary Information or were otherwise developed, formulated, created, or conceived of by Executive during the Term, and, as such, the same shall be and shall remain the exclusive property of the Company. Executive shall promptly disclose to the Company all written and graphic materials, computer software, inventions, discoveries and improvements authored, prepared, conceived or made by, for or at the direction of Executive during her employment hereunder and which are related to the business of the Company, and shall execute all such documents and instruments, including but not limited to any assignments and invention disclosure documents, as the Company may reasonably determine are necessary or desirable in order to give effect to the preceding sentence or to preserve, protect or enforce the Company's rights with respect to any such work and any intellectual property therein.

- (d) Ownership of Documents and Return of Company Property. The Company shall own all papers, records, books, drawings, documents, manuals, and anything of a similar nature (collectively, the "Documents") prepared by Executive in connection with her employment. The Documents shall be the property of the Company and are not to be used on other projects except upon Company's prior written consent. Upon termination of Executive's employment for any reason, Executive shall surrender to Company any and all Documents, Company-owned property and any other property in Executive's possession, custody, or control which contains or reflects in any manner any Proprietary Information or information which in any way relates to the Company's business.
- (e) Company Defined. For purposes of this Section 10, the "Company" shall be interpreted to include the Company and all of its direct and indirect subsidiaries.

11. Restrictive Covenants.

- (a) Covenant Not to Compete. In consideration of the Company's agreements contained herein and the payments to be made by it to Executive pursuant hereto, Executive agrees that during the "Restricted Period" (as defined below) and so long as Company is not in material default of its obligations to provide payments to Executive hereunder, Executive will not, without prior written consent of Company, engage in a "Competing Business" within the "Restricted Territory" (both as defined below). For purposes of this Agreement, Executive shall be deemed to be engaged in a "Competing Business" if, in any capacity, including proprietor, shareholder, partner, officer, director or employee, Executive engages or participates, directly or indirectly, in the operation, ownership or management of the activity of any proprietorship, partnership, company or other business entity which activity is competitive with the then actual business in which the Company and its operating subsidiaries and affiliates are engaged on the date of, or any

business contemplated by such entities' business plans in effect on the date of notice of, Executive's termination of employment. Nothing in this Section 11(a) or the Agreement is intended to (i) limit Executive's ability to own equity in a public company constituting less than five percent (5%) of the outstanding equity of such company, when Executive is not actively engaged in the management thereof; or (ii) limit Executive's ability to provide consulting services to a private equity firm or an investment banker regarding actual and potential investments by the private equity firm or investment banker in a Competing Business, so long as the Company (acting through the Chair of the Board of Directors) shall, prior to commencement of Executive providing such services for each project that Executive will be involved in, consent in writing to Executive's role with such private equity firm or investment banker, which consent shall not be unreasonably withheld. If requested by Executive, the Company shall furnish Executive with a good-faith written description of the business or businesses in which the Company is then actively engaged or which is contemplated by Company's current business plan.

- (b) Non-Solicitation. Executive recognizes that the Company's clients are valuable and proprietary resources of Company. Accordingly, Executive agrees that during the Restricted Period, Executive will not directly or indirectly, through Executive's own efforts or through the efforts of another person or entity, solicit or accept business in the Restricted Territory for or in connection with any Competing Business from any individual or entity which obtained products or services from the Company during the twenty-four (24) months preceding Executive's termination of employment with the Company. In addition, during the Restricted Period, Executive will not solicit or accept business for or in connection with a Competing Business from any individual or entity which may have been solicited by Executive on behalf of the Company during the twenty-four (24) months preceding Executive's termination of employment. Further, during the Restricted Period, Executive will not solicit, hire or engage employees of the Company to engage in any Competing Business.
- (c) Non-Disparagement. Executive agrees that, during the Term and thereafter, she will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of the Company, its products or services, and any of its present or former officers, directors or employees. The Company (limited to its officers and directors) agrees that it will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of Executive.
- (d) Restricted Period. For purposes of this Section 11, the "Restricted Period" shall include the Term and shall continue until twenty-four (24) months following termination of employment.
- (e) Restricted Territory. Executive and the Company understand and agree that the Company's business is not geographically restricted and is unrelated to the physical location of the Company facilities or the physical location of any Competing Business, due to extensive use of the Internet, telephones, facsimile transmissions and other means of electronic information and product distribution. Executive and the Company further understand and agree that Executive will, in part, work toward

expanding Company's markets and geographic business territories and will be compensated for performing this work on behalf of Company. Accordingly, the parties agree that the Restricted Territory will encompass, each and every location from which Executive could engage in a Competing Business in any country, state, province, county or other political subdivision in which the Company has clients, employees, suppliers, distributors or other business partners or operations as of the date of Executive's termination or where the Company's business plan clearly contemplates having operations as of the date of Executive's termination. If, but only if, this Restricted Territory is held to be invalid on the ground that it is unreasonably broad, the Restricted Territory shall include each location from which the Executive can conduct business in any of the following locations: each state in the United States in which the Company conducts sales or operations, each province within Canada in which the Company conducts sales or operations, and each political subdivision of the United Kingdom in which Company conducts sales or operations. If, but only if, this Restricted Territory is held to be invalid on the grounds that it is unreasonably broad, then the Restricted Territory shall be any location within a fifty (50) mile radius of any Company office.

- (f) Remedies; Reasonableness. Executive acknowledges and agrees that a breach by Executive of the provisions of this Section 11 will constitute such damage as will be irreparable and the exact amount of which will be impossible to ascertain and, for that reason, agrees that the Company will be entitled to an injunction to be issued by any court of competent jurisdiction restraining and enjoining Executive from violating the provisions of this Section 11. The right to an injunction shall be in addition to and not in lieu of any other remedy available to the Company for such breach or threatened breach, including the recovery of damages from Executive. Executive expressly acknowledges and agrees that: (1) the Restrictive Covenants contained in this Section 11 are reasonable as to time and geographical area and do not place any unreasonable burden upon Executive, (2) the general public will not be harmed as a result of enforcement of these Restrictive Covenants, and (3) Executive understands and hereby agrees to each and every term and condition of the Restrictive Covenants set forth in this Agreement.
- (g) Prior Agreements. Executive has previously entered into covenants and agreements with the Company with respect to the subject matter covered by this Section 11. Executive and the Company agree that such prior covenants and agreements shall be amended by this Section 11 and that this Section 11 shall control for purposes of any other plan, program or agreement including, but not limited to, any equity or equity-like awards, with the Company with respect to the subject matter covered by this Section 11.
- (h) Survival of Covenants. Executive expressly acknowledges and agrees that Executive's covenants and agreements in this Section 11 shall survive this Agreement and continue to be binding upon Executive after the expiration or termination of this Agreement, whether by passage of time or otherwise.
- (i) Company Defined. For purposes of this Section 11, the "Company" shall be interpreted to include the Company and all of its direct and indirect subsidiaries.

12. Applicable Law. This Agreement and any disputes or claims arising hereunder shall be construed in accordance with, governed by and enforced under the laws of the State of Arizona without regard for any rules of conflicts of law.

13. Company Policies.

- (a) General Company Policies. Except where inconsistent with the terms of this Agreement, Executive agrees that she will be subject to, and comply with, the employment policies and procedures established by the Company from time to time.
- (b) Company Stock Ownership Guidelines. Executive agrees that she will be subject to the Company's stock ownership guidelines.
- (c) Clawback. To the extent required by law or Company policy, the Company may require Executive to repay to the Company any bonus or other incentive-based or equity-based compensation paid to Executive. For example, in accordance with Section 304 of the Sarbanes-Oxley Act of 2002, if the Company is required to restate its financial statements due to its material noncompliance, as a result of misconduct, with any financial reporting requirement under the federal securities laws, Executive may be required to repay any bonus or other incentive-based or equity-based compensation she receives from the Company during the twelve-month period following the first public issuance or filing with the U.S. Securities and Exchange Commission of the financial document embodying such financial reporting requirement, as well as any profits she realizes from the sale of the Company's securities during this twelve-month period.

14. Section 16 of the Securities Exchange Act. If, at the time Executive's employment is terminated for any reason, Executive is a person designated to file pursuant to Section 16 of the Securities Exchange Act of 1934, Executive will provide to the Company a written representation in a form acceptable to the Company that all reportable pre-termination securities transactions relating to Executive have been reported.

15. Withholding. The Company may effect withholdings from the payments due to Executive under this Agreement for the payment of taxes and other lawful withholdings or required employee contributions, in accordance with applicable law.

16. Section 409A.

- (a) It is the intention of the Company and Executive that this Agreement not result in unfavorable tax consequences to Executive under Section 409A of the Code ("Section 409A"). To the extent applicable, it is intended that the Agreement comply with the provisions of Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Section 409A). The Company and Executive agree to work together in good faith in an effort to comply with Section 409A including, if

necessary, amending this Agreement based on further guidance issued by the Internal Revenue Service from time to time, provided that the Company shall not be required to assume any increased economic burden.

- (b) Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of the Agreement and no payments shall be due to her under the Agreement which are payable upon her termination of employment until she would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A.
- (c) To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Agreement during the six-month period immediately following Executive's termination of employment shall instead be paid within thirty (30) days following the first business day after the date that is six months following her termination of employment (or upon her death, if earlier). In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided to the Executive pursuant to this Agreement shall be construed as a separate identified payment for purposes of Section 409A.
- (d) With respect to expenses eligible for reimbursement or in-kind benefits, if any, provided under the terms of the Agreement, (i) the amount of such expenses eligible for reimbursement or in-kind benefits provided in any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits provided in another taxable year, (ii) any reimbursements of such expenses and the provision of any in-kind benefits shall be made no later than the end of the calendar year following the calendar year in which the related expenses were incurred, except, in each case, to the extent that the right to reimbursement does not provide for a "deferral of compensation" within the meaning of Section 409A, and (iii) the right to reimbursement or in-kind benefit shall not be subject to liquidation or exchange for another benefit.
- (e) For purposes of Section 409A, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments under Treasury Regulation Section 1.409A-2(b)(2)(iii).

17. Dispute Resolution. The Parties agree that any controversy, dispute or claim arising out of or relating to the Agreement or breach thereof, including without limitation Executive's employment with or separation of employment from Company, and all claims, to the extent allowable by law, that Company or any of its representatives engaged in conduct prohibited on any basis under any federal, state, or local statute, including federal or state discrimination statutes or public policy, shall be resolved by final, binding and conclusive arbitration in Maricopa County, Arizona, with a sole arbitrator to be mutually agreed upon by the Parties. The Parties shall bear equally the cost of the arbitrator. The arbitration shall occur within thirty (30) days of selection of the arbitrator and shall be administered by the American Arbitration Association under its Employment Arbitration Rules and judgment upon the award rendered by the arbitrator may be

entered in any court having jurisdiction thereof. Any arbitration award may, in the discretion of the arbitrator, include reasonable attorneys' fees and costs of the prevailing party. "Attorneys' fees and costs" mean all reasonable pre-award expenses, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone costs, witness fees and attorneys' fees. Any award of attorney's fees and costs to which Executive may be entitled shall be paid by Company, on or before December 31 of the calendar year following the year of the conclusion of the arbitration. Either party may apply to the arbitrator to seek injunctive relief until the arbitration award is rendered or the matter is otherwise resolved. Notwithstanding the foregoing, either party also may, without waiving any remedy under the Agreement, seek from any court having jurisdiction any interim or provisional relief, including a temporary restraining order, an injunction both preliminary and final, and any other appropriate equitable relief, that is necessary to protect the rights or property of that party, pending the retention and decision of the arbitrator.

18. No Conflict. Executive hereby represents and warrants that she is under no conflicting duty or contractual or other legal obligation that would prevent her from executing this Agreement or performing the duties of President and CEO of the Company.

19. No Waivers. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such party thereafter from enforcing such provision or any other provision of this Agreement. Rights granted the parties hereto herein are cumulative and the election of one shall not constitute a waiver of such party's right to assert all other legal remedies available under the circumstances.

20. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally or by local courier, or (ii) one day after timely delivery to an overnight delivery courier. The addresses for such notices shall be as follows:

TO THE COMPANY:

Insight Enterprises, Inc.
Attn: General Counsel
2701 E Insight Way
Chandler, Arizona 85286

TO EXECUTIVE:

At the most recent address on file in the records of the Company.

21. Severability. The provisions of this Agreement are severable and if any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts thereof, shall not be affected thereby unless as a result of such severing the remaining provisions or enforceable parts do not substantially reflect the intention of the parties in entering into this Agreement.

22. Successors and Assigns. This is an agreement for personal services and may not be assigned by Executive. The rights and obligations of the parties under this Agreement shall inure

to the benefit of and be binding upon their successors, heirs and assigns, including the survivor upon any merger, consolidation or combination of the Company with any other entity.

23. Entire Agreement and Amendments. This Agreement sets forth the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, understandings and covenants (except as otherwise provided herein) with respect to the subject matter hereof, including any offer letter provided to Executive. This Agreement may be amended, modified or canceled only by mutual agreement of the parties and only in writing.

24. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INSIGHT ENTERPRISES, INC.

JOYCE MULLEN

/s/ Richard E. Allen
By: Richard E. Allen
Its: Chair, Compensation Committee

/s/ Joyce Mullen

EXECUTIVE EMPLOYMENT AGREEMENT

Insight Enterprises, Inc. (the "Company") and Samuel C. Cowley ("Executive") (together, the "Parties") entered into an executive employment agreement as of June 7, 2016 (the "Prior Agreement"). The Parties desire to enter into this Executive Employment Agreement (this "Agreement") to replace the Prior Agreement and to set forth the terms and conditions of Executive's employment with the Company effective as of March 20, 2026 (the "Effective Date").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive agree as follows:

1. **Position and Title.** The Company currently employs Executive as its Senior Vice President, General Counsel and Corporate Secretary ("GC"). Subject to the terms and conditions of this Agreement, Executive agrees to resign as GC as of March 31, 2026 and to continue in the employ of the Company in the capacity of Executive Vice President as of April 1, 2026 (the "Transition Date").
2. **Employment Commencement Date.** Executive commenced his employment as GC of the Company under the terms of the Prior Agreement on June 7, 2016.
3. **Duties and Responsibilities.** For the period preceding the Transition Date, Executive shall have such duties and responsibilities as are consistent with Executive's position as GC of the Company, as determined by the Company's Chief Executive Officer ("CEO"). For the period following the Transition Date, Executive will report to the Company's General Counsel and shall have such substantive consulting and advisory duties and responsibilities as are determined by the General Counsel. Such duties shall include advice related to (i) legal and board-related matters, (ii) operational improvements, and (iii) M&A activities. In each case, Executive shall perform his duties faithfully and to the best of his ability.
4. **Location.** After the Transition Date, Executive shall not be required to report to the Company's principal executive offices; provided, however, that Executive shall be available to travel there on occasion at the Company's expense as reasonably required for the proper performance of Executive's duties under this Agreement.
5. **Term.** Except as provided for in the limited termination provisions set forth in Section 7 below, the term of Executive's employment under this Agreement shall continue until March 31, 2027 (the "Term").
6. **Compensation and Benefits.**
 - (a) **Current Base Salary.** Executive shall continue to receive an annualized base salary at the rate of \$550,000 (the "Current Base Salary"), payable in accordance with the Company's payroll practices in effect from time to time. The Current Base Salary shall continue in effect until the Transition Date.
 - (b) **New Base Salary.** Following the Transition Date, Executive will receive, throughout the Term of the Agreement, an annualized base salary at the rate of \$418,000 (the "New Base Salary"), payable in accordance with the Company's

payroll practices in effect from time to time. The New Base Salary replaces Executive's Current Base Salary and annual incentive compensation after the Transition Date.

- (c) Annual Bonus. For 2026, Executive will receive a pro-rata share of his annual incentive compensation for 2026 on the basis of the Company's 2026 performance, prorated for the number of days Executive served as GC in 2026, and in accordance with the terms and conditions of the Company's Cash Incentive Plan, to be paid to Executive by March 31, 2027 (the "2026 Bonus"). Executive will not be eligible for further incentive compensation during the Term beyond the 2026 Bonus.
- (d) Equity Participation. Executive will not be entitled to any additional equity grants in 2026 or any later year during the Term.
- (e) Continued Vesting. For the avoidance of doubt, Executive's outstanding Restricted Stock Units ("RSUs") will continue to vest during the Term, subject to the terms and conditions of those awards.
- (f) Employee Benefits. During the Term, Executive shall be eligible to participate in all health benefits, insurance programs, retirement plans, and other employee benefit plans and programs generally available to other executive employees of the Company, including the Company's annual Executive Physical Program, subject to the terms and conditions of such employee benefit plans and programs.
- (g) Administrative Support. Following the Transition Date and during the Term, Executive shall be entitled to administrative support as needed to fulfill Executive's duties under this Agreement.
- (h) Business Expenses. During the Term, Executive shall be entitled to reimbursement for reasonable business expenses incurred in the performance of his duties hereunder and in accordance with the Company's expense reimbursement policies as they exist from time to time or as otherwise approved by the General Counsel.
- (i) Vacation. During the Term, Executive shall be entitled to paid vacation in accordance with the Company's policies and procedures applicable to other executive employees of the Company, in effect from time to time.

7. Termination of Employment. Prior to the expiration of the Term and before the Transition Date, Executive's employment under this Agreement shall only terminate for one of the reasons listed in subsections (a) – (f) below. On or after the Transition Date and prior to the expiration of the Term, Executive's employment under this Agreement shall only terminate for one of the reasons listed in subsection (a), (d), or (e) below, provided that under subsection (d), Executive waives the right to assert "Good Reason" (as defined below) as a factor that prompted the resignation and waives the right to any benefits associated with such designation. The permissible reasons for termination are:

- (a) Immediately upon the death of Executive;

- (b) After ten (10) days' written notice by the Company to Executive on account of Executive's Disability. A "Disability" shall be deemed to exist if a medical doctor selected by the Company certifies that Executive is unable, despite reasonable accommodation, to perform the essential functions of his current position due to physical or mental illness, injury or other medical condition for a period of not less than six (6) full months in any twelve (12)-month period;
- (c) After ten (10) days' written notice by the Company to Executive stating that Executive's employment is being terminated without "Cause" (as defined below);
- (d) After ten (10) days' written notice by the Executive to the Company stating that Executive is resigning from his employment with the Company for any reason other than "Good Reason" (as defined herein);
- (e) Immediately upon written notice by the Company to Executive for Cause. For purposes of this Agreement, "Cause" shall be defined as:
 - (i) Executive's indictment for or conviction of a felony or plea of guilty or nolo contendere to a felony charge;
 - (ii) Executive's gross misconduct or gross neglect related to Executive's duties; or
 - (iii) Executive's commission of any fraud, misappropriation, gross misconduct, or embezzlement in connection with Executive's duties under the Agreement.
- (f) As provided in this Section 7(f), upon written notice by Executive to the Company stating that Executive is resigning from his employment with the Company for "Good Reason." For purposes of this Agreement, "Good Reason" shall be defined as:
 - (i) Material diminution in Executive's authority, duties or responsibilities without his consent; or
 - (ii) A reduction in Executive's Current Base Salary or New Base Salary, as applicable, without his consent, other than as part of a Company salary reduction program that includes all other senior executives of the Company;

provided, however, that Executive must resign within 180 days of the initial occurrence of either of the foregoing circumstances and must provide written notice to the General Counsel of the facts and circumstances he alleges constitute Good Reason within ninety (90) days of the first occurrence of such fact or circumstance or Executive shall be deemed to have waived Executive's right to terminate for Good Reason with respect to any such facts or circumstances; provided, further, that neither of the actions set forth in (i) and (ii) above shall constitute Good Reason if the action is cured or otherwise remedied by the Company within thirty (30) business days after receiving written notice from the Executive. For the avoidance

of doubt, Executive and Company agree that Executive's resignation as the GC and Executive's reduction in compensation following the Transition Date as set forth in this Agreement do not constitute Good Reason.

8. Compensation in the Event of Termination.

- (a) Cause or Resignation. If Executive's employment terminates under Section 7(d) or (e), Executive shall receive (i) payment of any earned but unpaid Current Base Salary or New Base Salary, as applicable, earned up to and including the date of termination, (ii) the 2026 Bonus, (iii) payment for accrued but unused vacation, and (iv) reimbursement of any unreimbursed business expenses (together, the "Accrued Obligations").
- (b) Death or Disability. If Executive's employment terminates under Section 7(a) or (b), Executive, or Executive's estate, if applicable, shall receive the Accrued Obligations, any vested benefits Executive, or Executive's estate, may be entitled to receive under any Company disability or insurance plan or other applicable employee benefit plan, and a lump sum cash amount equal to the value of any unvested RSUs as of the Termination Date, all to be paid within sixty (60) days following the Termination Date, provided that (i) Executive or Executive's estate, if applicable, has timely executed (and not revoked) a general release and waiver of all claims in a form acceptable to the Company and substantially similar to Exhibit A hereto ("General Release") and (ii) any period of revocation applicable to such General Release has passed.
- (c) Termination without Cause or for Good Reason. If Executive terminates Executive's employment under the Agreement pursuant to Section 7(f) prior to the Transition Date or the Company terminates Executive's employment pursuant to Section 7(c) prior to the Transition Date, Executive shall receive (i) the Accrued Obligations and (ii) severance pay in a lump sum amount equal to the Current Base Salary due for the remainder of the Term (the "Severance Payment"), and (iii) a lump sum cash amount equal to the value of any unvested RSUs as of the Termination Date (the "RSU Payment"). Subject to Section 15 herein, the Severance Payment and the RSU Payment will be paid in a single lump sum within sixty (60) days following Executive's termination of employment; provided that (i) Executive has timely executed (and not revoked) the General Release and (ii) any period of revocation applicable to such General Release has passed; provided further, that the General Release shall be made available to Executive no later than five (5) days following the date of Executive's termination of employment under this Section 7(c).

9. Intellectual Property.

- (a) Proprietary Information. Executive and the Company hereby acknowledge and agree that in connection with the performance of Executive's duties under this Agreement, Executive shall be provided with or shall otherwise be exposed to or receive certain proprietary information of the Company. Such proprietary information may include, but shall not be limited to, information concerning the

Company's customers and products, information concerning certain marketing, selling, and pricing strategies of the Company, and information concerning methods, manufacturing techniques, and processes used by the Company in its operations (all of the foregoing shall be deemed "Proprietary Information" for purposes of this Agreement). Executive hereby agrees that any and all Proprietary Information shall be and shall forever remain the property of the Company, and that during the Term, and at all times thereafter, Executive shall not in any way disclose or reveal the Proprietary Information other than to the Company's executives, officers and other employees and agents in the normal course of Executive's performance of his employment duties hereunder. The term "Proprietary Information" does not include information which (1) becomes generally available to the public other than as a result of a disclosure by Executive contrary to the terms of this Agreement, (2) was available on a non-confidential basis prior to its disclosure, or (3) becomes available on a non-confidential basis from a source other than Executive, provided that such source is not contractually obligated to keep such information confidential.

- (b) Trade Secrets. During the Term this Agreement, Executive will have access to and become acquainted with various trade secrets which are owned by the Company or by its affiliates and are regularly used in the operation of their respective businesses and which may give the Company or an affiliate an opportunity to obtain an advantage over competitors who do not know or use such trade secrets. Executive agrees and acknowledges that Executive will be granted access to these valuable trade secrets only by virtue of the confidential relationship created by Executive's employment and fiduciary relationships to the Company. Executive shall not disclose any of the aforesaid trade secrets, directly or indirectly or use them in any way, either during the Term of this Agreement or at any time thereafter, except as required in the course of employment by Company and for its benefit.
 - (c) Intellectual Property. Executive acknowledges and agrees that all products, services, methods, know-how, procedures, processes, specifications, and anything of a similar nature that relate to the services to be provided by Executive to the Company, whether the same are derived from the use of Proprietary Information or otherwise developed or conceived of by Executive, shall be and shall remain the exclusive property of the Company. Executive further agrees that for a period of one (1) year after the termination of Executive's employment under this Agreement for any reason, there shall be an irrebuttable presumption that all products, services, methods, know-how, procedures, formulae, processes, specifications, and anything of a similar nature which relate to such services rendered hereunder developed, formulated, created, or conceived of by Executive were derived from the use of Proprietary Information or were otherwise developed, formulated, created, or conceived of by Executive during the Term, and, as such, the same shall be and shall remain the exclusive property of the Company. Executive shall promptly disclose to the Company all written and graphic materials, computer software, inventions, discoveries and improvements authored, prepared, conceived or made by, for or at the direction of Executive during his employment hereunder and which are related to the business of the Company, and shall execute all such documents
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and instruments, including but not limited to any assignments and invention disclosure documents, as the Company may reasonably determine are necessary or desirable in order to give effect to the preceding sentence or to preserve, protect or enforce the Company's rights with respect to any such work and any intellectual property therein.

- (d) Ownership of Documents and Return of Company Property. The Company shall own all papers, records, books, drawings, documents, manuals, and anything of a similar nature (collectively, the "Documents") prepared by Executive in connection with his employment. The Documents shall be the property of the Company and are not to be used on other projects except upon Company's prior written consent. Upon termination of Executive's employment for any reason, Executive shall surrender to Company any and all Documents, Company-owned property and any other property in Executive's possession, custody, or control which contains or reflects in any manner any Proprietary Information or information which in any way relates to the Company's business.
- (e) Company Defined. For purposes of this Section 9, the "Company" shall be interpreted to include the Company and all of its direct and indirect subsidiaries.

10. Restrictive Covenants.

- (a) Covenant Not to Compete. In consideration of the Company's agreements contained herein and the payments to be made by it to Executive pursuant hereto, Executive agrees that during the "Restricted Period" (as defined below) and so long as Company is not in material default of its obligations to provide payments to Executive hereunder, Executive will not, without prior written consent of Company, engage in a "Competing Business" within the "Restricted Territory" (both as defined below). For purposes of this Agreement, Executive shall be deemed to be engaged in a "Competing Business" if, in any capacity, including proprietor, shareholder, partner, officer, director or employee, Executive engages or participates, directly or indirectly, in the operation, ownership or management of the activity of any proprietorship, partnership, company or other business entity which activity is competitive with the then actual business in which the Company and its operating subsidiaries and affiliates are engaged on the date of, or any business contemplated by such entities' business plans in effect on the date of notice of, Executive's termination of employment. Nothing in this Section 10(a) or the Agreement is intended to (i) limit Executive's ability to own equity in a public company constituting less than five percent (5%) of the outstanding equity of such company, when Executive is not actively engaged in the management thereof; or (ii) limit Executive's ability to provide consulting services to a private equity firm or an investment banker regarding actual and potential investments by the private equity firm or investment banker in a Competing Business, so long as the Company (acting through the Chair of the Board of Directors) shall, prior to commencement of Executive providing such services for each project that Executive will be involved in, consent in writing to Executive's role with such private equity firm or investment banker, which consent shall not be unreasonably withheld. If requested by Executive, the Company shall furnish Executive with a good-faith written

description of the business or businesses in which the Company is then actively engaged or which is contemplated by Company's current business plan.

- (b) Non-Solicitation. Executive recognizes that the Company's clients are valuable and proprietary resources of Company. Accordingly, Executive agrees that during the Restricted Period, Executive will not directly or indirectly, through Executive's own efforts or through the efforts of another person or entity, solicit or accept business in the Restricted Territory for or in connection with any Competing Business from any individual or entity which obtained products or services from the Company during the twenty-four (24) months preceding Executive's termination of employment with the Company. In addition, during the Restricted Period, Executive will not solicit or accept business for or in connection with a Competing Business from any individual or entity which may have been solicited by Executive on behalf of the Company during the twenty-four (24) months preceding Executive's termination of employment. Further, during the Restricted Period, Executive will not solicit, hire or engage employees of the Company to engage in any Competing Business.
 - (c) Non-Disparagement. Executive agrees that, during the Term and thereafter, he will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of the Company, its products or services, and any of its present or former officers, directors or employees. The Company (limited to its officers and directors) agrees that it will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of Executive.
 - (d) Restricted Period. For purposes of this Section 10, the "Restricted Period" shall include the Term and shall continue until the earlier of (i) twenty-four months following termination of employment or (ii) March 31, 2029.
 - (e) Restricted Territory. Executive and the Company understand and agree that the Company's business is not geographically restricted and is unrelated to the physical location of the Company facilities or the physical location of any Competing Business, due to extensive use of the Internet, telephones, facsimile transmissions and other means of electronic information and product distribution. Executive and the Company further understand and agree that Executive will, in part, work toward expanding Company's markets and geographic business territories and will be compensated for performing this work on behalf of Company. Accordingly, the parties agree that the Restricted Territory will encompass each and every location from which Executive could engage in a Competing Business in any country, state, province, county or other political subdivision in which the Company has clients, employees, suppliers, distributors or other business partners or operations as of the date of Executive's termination or where the Company's business plan clearly contemplates having operations as of the date of Executive's termination. If, but only if, this Restricted Territory is held to be invalid on the ground that it is unreasonably broad, the Restricted Territory shall include each location from which the Executive can conduct business in any of the following locations: each state in the United States in which the Company conducts sales or operations, each province within Canada in which the Company conducts sales or operations, and each
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political subdivision of the United Kingdom in which Company conducts sales or operations. If, but only if, this Restricted Territory is held to be invalid on the grounds that it is unreasonably broad, then the Restricted Territory shall be any location within a fifty (50) mile radius of any Company office.

- (f) Remedies; Reasonableness. Executive acknowledges and agrees that a breach by Executive of the provisions of this Section 10 will constitute such damage as will be irreparable and the exact amount of which will be impossible to ascertain and, for that reason, agrees that the Company will be entitled to an injunction to be issued by any court of competent jurisdiction restraining and enjoining Executive from violating the provisions of this Section 10. The right to an injunction shall be in addition to and not in lieu of any other remedy available to the Company for such breach or threatened breach, including the recovery of damages from Executive. Executive expressly acknowledges and agrees that: (1) the Restrictive Covenants contained in this Section 10 are reasonable as to time and geographical area and do not place any unreasonable burden upon Executive, (2) the general public will not be harmed as a result of enforcement of these Restrictive Covenants, and (3) Executive understands and hereby agrees to each and every term and condition of the Restrictive Covenants set forth in this Agreement.
- (g) Prior Agreements. Executive has previously entered into covenants and agreements with the Company with respect to the subject matter covered by this Section 10. Executive and the Company agree that such prior covenants and agreements shall be amended by this Section 10 and that this Section 10 shall control for purposes of any other plan, program or agreement, including, but not limited to, any equity or equity-like awards, with the Company with respect to the subject matter covered by this Section 10.
- (h) Survival of Covenants. Executive expressly acknowledges and agrees that Executive's covenants and agreements in this Section 10 shall survive this Agreement and continue to be binding upon Executive after the expiration or termination of this Agreement, whether by passage of time or otherwise.
- (i) Company Defined. For purposes of this Section 10, the "Company" shall be interpreted to include the Company and all of its direct and indirect subsidiaries.

11. Applicable Law. This Agreement and any disputes or claims arising hereunder shall be construed in accordance with, governed by and enforced under the laws of the State of Arizona without regard for any rules of conflicts of law.

12. Company Policies.

- (a) General Company Policies. Except where inconsistent with the terms of this Agreement, Executive agrees that he will be subject to, and comply with, the employment policies and procedures established by the Company from time to time.

- (b) Company Stock Ownership Guidelines. Executive agrees that he will be subject to the Company's stock ownership guidelines.
- (c) Clawback. To the extent required by law or Company policy, the Company may require Executive to repay to the Company any bonus or other incentive-based or equity-based compensation paid to Executive. For example, in accordance with Section 304 of the Sarbanes-Oxley Act of 2002, if the Company is required to restate its financial statements due to its material noncompliance, as a result of misconduct, with any financial reporting requirement under the federal securities laws, Executive may be required to repay any bonus or other incentive-based or equity-based compensation he receives from the Company during the twelve-month period following the first public issuance or filing with the U.S. Securities and Exchange Commission of the financial document embodying such financial reporting requirement, as well as any profits he realizes from the sale of the Company's securities during this twelve-month period.

13. Section 16 of the Securities Exchange Act. If, at the time Executive's employment is terminated for any reason, Executive is a person designated to file pursuant to Section 16 of the Securities Exchange Act of 1934, Executive will provide to the Company a written representation in a form acceptable to the Company that all reportable pre-termination securities transactions relating to Executive have been reported.

14. Withholding. The Company may effect withholdings from the payments due to Executive under this Agreement for the payment of taxes and other lawful withholdings or required employee contributions, in accordance with applicable law.

15. Section 409A.

- (a) It is the intention of the Company and Executive that this Agreement not result in unfavorable tax consequences to Executive under Section 409A of the Code ("Section 409A"). To the extent applicable, it is intended that the Agreement comply with the provisions of Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Section 409A). The Company and Executive agree to work together in good faith in an effort to comply with Section 409A including, if necessary, amending this Agreement based on further guidance issued by the Internal Revenue Service from time to time, provided that the Company shall not be required to assume any increased economic burden.
- (b) Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of the Agreement and no payments shall be due to him under the Agreement which are payable upon his termination of employment until he would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A.

- (c) To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Agreement during the six-month period immediately following Executive's termination of employment shall instead be paid within thirty (30) days following the first business day after the date that is six months following his termination of employment (or upon his death, if earlier). In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided to the Executive pursuant to this Agreement shall be construed as a separate identified payment for purposes of Section 409A.
- (d) With respect to expenses eligible for reimbursement or in-kind benefits, if any, provided under the terms of the Agreement, (i) the amount of such expenses eligible for reimbursement or in-kind benefits provided in any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits provided in another taxable year, (ii) any reimbursements of such expenses and the provision of any in-kind benefits shall be made no later than the end of the calendar year following the calendar year in which the related expenses were incurred, except, in each case, to the extent that the right to reimbursement does not provide for a "deferral of compensation" within the meaning of Section 409A, and (iii) the right to reimbursement or in-kind benefit shall not be subject to liquidation or exchange for another benefit.
- (e) For purposes of Section 409A, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments under Treasury Regulation Section 1.409A-2(b)(2)(iii).

16. Dispute Resolution. The Parties agree that any controversy, dispute or claim arising out of or relating to the Agreement or breach thereof, including without limitation Executive's employment with or separation of employment from Company, and all claims, to the extent allowable by law, that Company or any of its representatives engaged in conduct prohibited on any basis under any federal, state, or local statute, including federal or state discrimination statutes or public policy, shall be resolved by final, binding and conclusive arbitration in Maricopa County, Arizona, with a sole arbitrator to be mutually agreed upon by the Parties. The Parties shall bear equally the cost of the arbitrator. The arbitration shall occur within thirty (30) days of selection of the arbitrator and shall be administered by the American Arbitration Association under its Employment Arbitration Rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration award may, in the discretion of the arbitrator, include reasonable attorneys' fees and costs of the prevailing party. "Attorneys' fees and costs" mean all reasonable pre-award expenses, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone costs, witness fees and attorneys' fees. Any award of attorney's fees and costs to which Executive may be entitled shall be paid by Company, on or before December 31 of the calendar year following the year of the conclusion of the arbitration. Either party may apply to the arbitrator to seek injunctive relief until the arbitration award is rendered or the matter is otherwise resolved. Notwithstanding the foregoing, either party also may, without waiving any remedy under the Agreement, seek from any court having jurisdiction any interim or provisional relief, including a temporary restraining order, an injunction

both preliminary and final, and any other appropriate equitable relief, that is necessary to protect the rights or property of that party, pending the retention and decision of the arbitrator.

17. No Conflict. Executive hereby represents and warrants that he is under no conflicting duty or contractual or other legal obligation that would prevent him from executing this Agreement or performing the duties required of him under this Agreement.

18. No Waivers. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such party thereafter from enforcing such provision or any other provision of this Agreement. Rights granted the parties hereto herein are cumulative and the election of one shall not constitute a waiver of such party's right to assert all other legal remedies available under the circumstances.

19. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally or by local courier, (ii) upon confirmation of receipt when such notice or other communication is sent by facsimile, or (iii) one day after timely delivery to an overnight delivery courier. The addresses for such notices shall be as follows:

TO THE COMPANY:

Insight Enterprises, Inc.
Attn: Chief Executive Officer
2701 E Insight Way
Chandler, Arizona 85286
(with a copy to the General Counsel)

TO EXECUTIVE:

At the most recent address on file in the records of the Company.

20. Severability. The provisions of this Agreement are severable and if any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts thereof, shall not be affected thereby unless as a result of such severing the remaining provisions or enforceable parts do not substantially reflect the intention of the parties in entering into this Agreement.

21. Successors and Assigns. This is an agreement for personal services and may not be assigned by Executive. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon their successors, heirs and assigns, including the survivor upon any merger, consolidation or combination of the Company with any other entity.

22. Entire Agreement and Amendments. This Agreement sets forth the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, understandings and covenants (except as otherwise provided herein) with respect to the subject matter hereof, including any offer letter provided to Executive. This Agreement may be amended, modified or canceled only by mutual agreement of the parties and only in writing.

23. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INSIGHT ENTERPRISES, INC.

SAMUEL C. COWLEY

/s/ Richard Allen
By: Richard Allen
Its: Chair, Compensation Committee

/s/ Samuel C. Cowley

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this “Agreement”) is entered into as of March 4, 2026 by and between Jack Azagury (“Executive”), an individual, and Insight Enterprises, Inc., (the “Company”) (together, the “Parties”).

WHEREAS, the Company desires to employ Executive on a full-time basis and the Executive desires to be so employed, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive agree as follows:

1. **Position and Title.** The Company will employ Executive as its President and Chief Executive Officer (“CEO”) and Executive accepts employment to serve in such capacity, all upon the terms and conditions set forth in this Agreement.

2. **Employment Commencement Date.** Executive will commence his employment as President and CEO of the Company under the terms of this Agreement effective April 13, 2026 (the “Commencement Date”).

3. **Duties and Responsibilities.** Executive shall have such duties and responsibilities as are consistent with Executive’s position as President and CEO of the Company. Executive will report to the Company’s Board of Directors and will be nominated to serve on the Board. Executive shall perform his duties faithfully and to the best of his ability and shall devote the whole of his professional time, attention and energies to the performance of his work responsibilities. Nothing in this Agreement is intended to prevent Executive from reasonably participating in charitable activities and community affairs or managing Executive’s personal investments and affairs. Executive shall not serve on the Boards of Directors of any other public, private or non-profit company or entity without the written consent of the Chair of the Board of Directors of the Company.

4. **Location.** The location of Executive’s principal place of employment shall be in the Company’s principal executive offices in Chandler, Arizona; provided, however, that Executive shall travel and perform occasional services outside of this area as reasonably required for the proper performance of Executive’s duties under this Agreement.

5. **Term.** Subject to the provisions for earlier termination set forth in Section 7, the term of Executive’s employment hereunder shall commence on the Commencement Date and continue for the period of one (1) year following the Commencement Date (the “Initial Term”). The Initial Term will automatically renew for additional, successive one (1)-year periods (each a “Renewal Term”) unless either party provides written notice of such party’s intent not to continue this Agreement no less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be (the Initial Term and any Renewal Terms shall be referred to herein as the “Term”). If this notice of non-renewal is given, the Agreement shall immediately cease to renew and shall terminate naturally at the end of the then-current Renewal

Term; provided, however, that the Company's decision to provide notice of non-renewal shall be treated as a termination without Cause pursuant to Section 8(c) herein.

6. **Compensation.**

(a) **Base Salary.** During the Term, the Company shall pay to Executive an annualized base salary, payable in accordance with the Company's payroll practices in effect from time to time, at the rate of \$1,100,000 per year (the "Base Salary").

(b) **Incentive Compensation.** Executive shall be eligible to participate in the Company's Annual Cash Incentive Plan (the "Incentive Plan"). However, the decision to provide any Incentive Plan and terms of any Incentive Plan shall be in the sole and absolute discretion of the Insight Board of Directors Compensation Committee ("Compensation Committee"). For Executive's Incentive Plan for 2026, the bonus target will be 150% of Base Salary upon achievement of 100% attainment of targets. Incentive compensation for each year will be paid no later than March 15 of the following year. The Board of Directors reviews variable incentive metrics annually and may change the metrics and/or the attainment grids each year. Likewise, the Company, with approval from the Compensation Committee, reserves the right to change the terms and conditions of the Incentive Plan from time to time.

(c) **Equity Participation.** For 2026, the Company will award Executive equity grants with a total value of \$8,000,000, consisting of service-based restricted stock unit ("RSU") grants, performance-based RSU grants, and/or performance-based stock unit ("PSU") grants. All grants are at the discretion of the Compensation Committee and are expected to be granted on the fifteenth day of the month following Executive's Commencement Date with such terms, performance metrics, and vesting periods as the Compensation Committee shall determine. The grants will be subject to the terms and conditions of the Insight Enterprises, Inc. 2020 Omnibus Plan, as amended (the "Equity Plan"), and the applicable agreements evidencing the grants.

(d) **One-Time Equity Grant.** Executive will receive a one-time grant of performance-based RSUs having a proposed value equal to \$10,000,000. The performance metric for these RSUs is Absolute Total Shareholder Return and the number of performance-based RSUs granted at target (100%) attainment will be based on the Company's closing stock price on the grant date. The one-time RSU grant will be subject to the terms and conditions of the applicable agreement evidencing the grant. The grant date will be the fifteenth day of the month following Executive's Commencement Date.

(e) **Employee Benefits.** During the Term, Executive shall be eligible to participate in all health benefits, insurance programs, retirement plans and other employee benefit plans and programs generally available to other executive employees of the Company.

(f) **Business Expenses.** During the Term, Executive shall be entitled to reimbursement for reasonable business expenses incurred in the performance of his duties hereunder and in accordance with the Company's expense reimbursement policies as they exist from time to time.

(g) **Vacation.** Executive shall be entitled participate in the Company's Flexible Vacation Program in accordance with the Company's policies and procedures applicable to other executive employees of the Company.

7. **Termination of Employment.** Prior to the expiration of the Term, Executive's employment under this Agreement shall terminate:

(a) Immediately upon the death of Executive;

(b) After ten (10) days' written notice by the Company to Executive on account of Executive's Disability. "Disability" means that Executive with or without any accommodation required by law is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company. The effective date of Executive's Disability is the last day of the third month for which Executive receives the income replacement benefits;

(c) After ten (10) days' written notice by the Company to Executive stating that Executive's employment is being terminated without "Cause" (as defined below) or due to non-renewal of the Agreement.

(d) After ten (10) days' written notice by the Executive to the Company stating that Executive is resigning from his employment with the Company for any reason other than "Good Reason" (as defined herein).

(e) Immediately upon written notice by the Company to Executive for Cause. For purposes of this Agreement, "Cause" shall be defined as:

(i) the misappropriation (or attempted misappropriation) of any of the Company's funds or property;

(ii) Executive's conviction of a felony or plea of guilty or nolo contendere to a felony charge;

(iii) repeated willful and significant neglect of duties;

(iv) acts of material dishonesty or disloyalty toward the Company;

(v) repeated material violation of any material written policy with respect to the Company's business or operations;

(vi) Executive's material breach of this Agreement; or

(vii) Executive's failure to comply with the Company's written policies or rules, as they may be in effect from time to time during the Term, if such failure causes reputational or financial harm to the Company;

Exhibit 10.3

provided, however, that Company must terminate for Cause within 180 days of when the Board first knew or had reason to know of any of the foregoing circumstances or Company shall be deemed to have waived its right to terminate for Cause with respect to any such facts or circumstances; provided, further, that prior to termination, Executive must be given written notice and a cure period of thirty (30) days for any curable acts or omissions, and that no act, or failure to act, on Executive's part will be considered Cause if done, or omitted to be done, based on the advice of the Company's legal counsel or at the direction of the Board.

(f) As provided in this Section 7(f), upon written notice by Executive to the Company stating that Executive is resigning from his employment with the Company for "Good Reason." For purposes of this Agreement, "Good Reason" shall be defined as:

(i) a material diminution in Executive's authority, duties or responsibilities without his consent, including but not limited to Executive no longer reporting directly to the Board of Directors of the ultimate parent of the Company and its affiliates or no longer being the highest-ranking executive officer of the Company;

(ii) a reduction in Executive's Base Salary, other than as part of a Company salary reduction program that includes senior executives of the Company;

(iii) a requirement that Executive relocate, other than his agreed-upon relocation to the Phoenix area to work in Company's Chandler, Arizona headquarters;

(iv) any material act or acts of dishonesty by the Company directed toward or affecting Executive;

(v) any illegal act or instruction directly affecting Executive by Company, which is not withdrawn after the Company is notified of the illegality by Executive; or

(vi) the Company's material breach of this Agreement;

provided, however, that Executive must resign within 180 days of when Executive first knew or had reason to know of any of the foregoing circumstances and must provide written notice to the Chair of the Board of Directors of the facts and circumstances he alleges constitute Good Reason within ninety (90) days of when Executive first knew or had reason to know of such fact or circumstance or Executive shall be deemed to have waived Executive's right to terminate for Good Reason with respect to any such facts or circumstances; provided, further, that none of the actions set forth in (i)-(v) above shall constitute Good Reason if the action is cured or otherwise remedied by the Company within thirty (30) days after receiving written notice from the Executive.

8. **Compensation in the Event of Termination.**

(a) **Cause or Resignation.** If Executive's employment terminates under Paragraph 7(d) or (e), Executive shall receive (i) payment of any earned but unpaid Base Salary earned up to and including the date of termination, and (ii) reimbursement of any unreimbursed business expenses (together, the "Accrued Obligations").

(b) **Death or Disability.** If Executive's employment terminates under Paragraph 7(a) or (b), Executive, or Executive's estate, if applicable, shall receive the Accrued Obligations and any vested benefits Executive, or Executive's estate, may be entitled to receive under any Company disability or insurance plan or other applicable employee benefit plan. Executive or Executive's estate will not be required to repay any relocation reimbursements or other upfront compensation. Executive or Executive's estate, as the case may be, also shall be entitled to receive the following, provided that (i) Executive or Executive's estate, if applicable, has timely executed (and not revoked) a general release and waiver of all claims in a form acceptable to the Company and substantially similar to Exhibit B hereto ("General Release") and (ii) any period of revocation applicable to such General Release has passed:

(i) A single lump sum payment equal to ninety (90) days of Executive's Base Salary as in effect on the date of Executive's death or Disability;

(ii) Any incentive compensation earned, in accordance with the applicable terms and conditions of the Incentive Plan, in the calendar year prior to termination of employment that has not been paid to Executive; and

(iii) With respect to any Incentive Plan with annual objectives, a single lump sum cash payment in an amount equal to a prorated portion (calculated in the same manner as other senior executives and based on the number of calendar days that have elapsed during the year) of the payment to which Executive would be entitled under the Incentive Plan (had Executive's death or Disability not occurred) for the calendar year in which Executive died or became Disabled.

The payment to which Executive or Executive's estate is entitled pursuant to paragraph (i) will be paid within thirty (30) days of Executive's death or the effective date of Executive's Disability, as the case may be. The payments to which Executive is entitled pursuant to paragraph (ii) shall be made within the time period described in the applicable Incentive Plan. In no event will the payments due pursuant to paragraphs (i) or (ii) be made later than March 15 of the year following the year in which Executive dies or the effective date of Executive's Disability occurs.

(c) **Without Cause or by Executive for Good Reason.** If Executive's employment terminates prior to the expiration of the Term under Paragraph 7(c) or (f), Executive shall receive the Accrued Obligations and will not be required to repay any relocation reimbursements or other upfront compensation. Executive also shall be entitled to receive the following:

(i) severance pay in an amount equal to 200% of Executive's Base Salary in effect on the date Executive's employment is terminated (the "Severance Payment"); if, however, the reason triggering a resignation for Good Reason is a reduction in Executive's Base Salary, the severance pay will be calculated without regard to any such reduction; and

(ii) Any incentive compensation earned, in accordance with the applicable terms and conditions of the Incentive Plan, in the calendar year prior to termination of employment that has not been paid to Executive; and

Exhibit 10.3

(iii) if Executive's employment is terminated in 2026, 200% of Executive's annual target compensation under Executive's Incentive Plan for 2026; or, if Executive's employment is terminated in 2027 or later, the greater of: (1) 200% of the annual compensation paid to Executive in the preceding year under the Incentive Plan in which Executive participates as of the date Executive's employment is terminated, or (2) 200% of Executive's Base Salary;

(iv) a prorated portion (calculated in the same manner as other senior executives and based on the number of calendar days that have elapsed during the year) of the payment to which Executive would be entitled under the Incentive Plan (had Executive's employment not been terminated) for the calendar year in which Executive's employment is terminated; and

(v) continued life, disability, accident and group health and dental insurance benefits, at substantially the levels Executive was receiving immediately prior to Executive's termination of employment, for a period of time expiring upon the earlier of: (1) the end of the period of eighteen (18) months following Executive's Separation from Service, or (2) the day on which Executive becomes eligible to receive any substantially similar benefits under any plan or program of any other employer or source without being required to pay any premium with respect thereto. Company will satisfy the obligation to provide the health and dental insurance benefits pursuant to this Section 8(c)(iii) by either paying for or reimbursing Executive for the actual cost of COBRA coverage (and Executive shall cooperate with Company in all respects in securing and maintaining such benefits, including exercising all appropriate COBRA elections and complying with all terms and conditions of such coverage in a manner to minimize the cost). Similarly, Company will reimburse Executive for the cost of comparable coverage for all other insurance benefits that are not subject to the COBRA continuation rules. It will be Executive's responsibility to procure such benefits and Company will promptly reimburse Executive for the premiums for such benefits in the specified amount upon Executive's submission of an invoice or other acceptable proof of payment. Company's obligation under this paragraph will cease with respect to a particular type of coverage when and if Executive becomes eligible to receive substantially similar coverage with a successor employer.

Subject to Section 15 herein, the Severance Payment will be paid in equal installments over a period of twenty-four (24) months in accordance with the Company's regular paydays and commencing on the Company's first regular payday that falls at least sixty (60) days following Executive's termination of employment; provided that (i) Executive has timely executed (and not revoked) a General Release and (ii) any period of revocation applicable to such General Release has passed; provided, further, that the General Release shall be made available to Executive no later than five (5) days following the date of Executive's termination of employment under Sections 7(c) or (f) herein. As shall be further described in the General Release, Executive shall have either twenty-one (21) or forty-five (45) days following receipt of the General Release to consider its execution and seven (7) days following the execution of the General Release to revoke it. If Executive fails to execute the General Release in a timely manner, or revokes the General Release, the benefits provided pursuant to this Section 8(c) (other than the Accrued Obligations) will not be due.

9. **Change in Control of Company.**

(a) **Eligibility to Receive Benefits.** If a Change in Control (as defined in Section 9(c)) occurs, Executive shall be entitled to the benefits provided in Section 9(b) if, prior to the expiration of twenty-four (24) months after the Change in Control (i) Executive terminates employment with the Company for Good Reason in accordance with the requirements of Section 7(f) or (ii) the Company terminates Executive's employment without Cause pursuant to Section 7(c).

(b) **Receipt of Benefits.** If Executive is entitled to receive benefits pursuant to Section 9(a) hereof, Executive shall receive, in addition to the Accrued Obligation:

(i) severance pay in an amount equal to: (a) 250% of the Executive's highest annualized Base Salary in effect on any date during the Initial Term or any Renewal Term; and

(ii) if Executive's employment is terminated in 2026, 250% of Executive's annual target compensation under Executive's Incentive Plan for 2026; or, if Executive's employment is terminated in 2027 or later, the greater of: (1) 250% of the annual compensation paid to Executive in the preceding year under the Incentive Plan in which Executive participates as of the date Executive's employment is terminated or (2) 250% of Executive's Base Salary; and

(iii) any incentive compensation earned, in accordance with the applicable terms and conditions of the Incentive Plan, in the calendar year prior to termination of employment that has not been paid to Executive and a prorated portion (based on the number of calendar days that have elapsed during the year) of the payment to which Executive would be entitled under the Incentive Plan (had Executive's employment not been terminated) for the calendar year in which Executive's employment is terminated;

(iv) Executive shall be entitled to continue to receive life, disability, accident and group health and dental insurance benefits, at substantially the levels Executive was receiving immediately prior to Executive's termination of employment, for a period of time expiring upon the earlier of: (1) the end of the period of eighteen (18) months following Executive's Separation from Service, or (2) the day on which Executive becomes eligible to receive any substantially similar benefits under any plan or program of any other employer or source without being required to pay any premium with respect thereto. Company may satisfy the obligation to provide the health and dental insurance benefits pursuant to this Section 9(b)(ii) by either paying for or reimbursing Executive for the actual cost of COBRA coverage (and Executive shall cooperate with Company in all respects in securing and maintaining such benefits, including exercising all appropriate COBRA elections and complying with all terms and conditions of such coverage in a manner to minimize the cost). Similarly, Company will reimburse Executive for the cost of comparable coverage for all other insurance benefits that are not subject to the COBRA continuation rules. It will be Executive's responsibility to procure such benefits and Company will promptly reimburse Executive for the premiums for such benefits in the specified amount upon Executive's submission of an invoice or other acceptable proof of payment. Company's

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obligation under this paragraph will cease with respect to a particular type of coverage when and if Executive becomes eligible to receive substantially similar coverage with a successor employer;

(v) Executive shall be vested, in accordance with the Equity Plan, in any and all equity-based plans and agreements of Company in which Executive had an interest, vested or contingent. If applicable law prohibits such vesting, then Company shall pay to Executive in a single lump sum cash payment in an amount equal to the value of benefits and rights that would have, but for such prohibition, been vested in Executive; and

(vi) Subject to Section 15 herein, the benefits provided pursuant to this Section 9(b) (other than the Accrued Obligations) will be paid in a single lump sum on the Company's first regular payday that falls at least sixty (60) days following Executive's termination of employment; provided that (1) Executive has timely executed (and not revoked) a General Release and (2) any period of revocation applicable to such General Release has passed; provided, further, that the General Release shall be made available to Executive no later than five (5) days following the date of Executive's termination of employment under Sections 7(c) or (f) herein. As shall be further described in the General Release, Executive shall have either twenty-one (21) or forty-five (45) days following receipt of the General Release to consider its execution and seven (7) days following the execution of the General Release to revoke it. If Executive fails to execute the General Release in a timely manner, or revokes the General Release, the benefits provided by this Section 9(b) (other than the Accrued Obligations) will not be due. The Incentive Plan payments to which Executive is entitled for the year or quarter of the Executive's termination shall be made within the time period described in the applicable Incentive Plan, provided Executive has timely executed and not revoked a General Release as described above. In no event will the Incentive Plan payments be made later than March 15 of the year following the year in which Executive's employment is terminated.

(c) **Change in Control Defined.** For purposes of this Agreement, "Change in Control" shall have the meaning set forth in the Equity Plan.

(d) **Cap on Payments.**

(i) **General Rules.** The Internal Revenue Code (the "Code") imposes significant tax consequences on Executive and Company if the total payments made to Executive due, or deemed due, to a "change in control" (as such term is defined in Section 280G(b)(2)(A)(i) of the Code and the regulations adopted thereunder) exceed prescribed limits. For example, if Executive's "Base Period Income" is \$100,000 and Executive's "Total Payments" exceed 299% of such Base Period Income (the "Cap"), Executive will be subject to an excise tax under Section 4999 of the Code of 20% of all amounts paid to Executive in excess of \$100,000. In other words, if Executive's Cap is \$299,999, Executive will not be subject to an excise tax if Executive receives exactly \$299,999. If Executive receives \$300,000, Executive will be subject to an excise tax of \$40,000 (20% of \$200,000).

(ii) **Reduction of Payments.** Subject to the exception described in Section 9(d)(iii), in order to avoid the excise tax imposed by Section 4999 of the Code, one or more of the payments or benefits to which Executive is entitled that is not subject to Section

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409A of the Code shall be reduced until the Total Payments equal the Cap. For purposes of this limitation:

(1) No portion of the Total Payments shall be taken into account which, in the opinion of the Consultant retained pursuant to Section 9(d)(iv), does not constitute a “parachute payment” within the meaning of Section 280G(b)(2) of the Code;

(2) A payment shall be reduced only to the extent necessary so that the Total Payments constitute reasonable compensation for services actually rendered within the meaning of Section 280G(b)(4) of the Code or are otherwise not subject to disallowance as deductions, in the opinion of the Consultant; and

(3) The value of any non-cash benefit or any deferred payment of benefit included in the Total Payments shall be determined in accordance with Section 280G of the Code and the regulations issued thereunder.

(4) If after the reductions called for by the preceding provisions of this Section 9(d)(ii), the Total Payments continue to exceed the Cap, the payments or benefits to which, Executive is entitled and which are subject to Section 409A shall be reduced proportionally until the Total Payments equal the Cap.

(iii) **Exception.** The payment limitation called for by Section 9(d)(ii) shall not apply if Executive determines that he would prefer to receive the “Uncapped Benefit” rather than reduce the Total Payments in the manner outlined in Section 9(d)(ii). In the event Executive elects to receive the Uncapped Benefit, Executive will be solely responsible for any excise tax imposed by Section 4999 of the Code. The Consultant selected pursuant to Section 9(d)(iv) will calculate Executive’s Uncapped Benefit and Executive’s Capped Benefit. For this purpose, the “Uncapped Benefit” is equal to the Total Payments to which Executive is entitled prior to the application of Section 9(d)(ii). Executive’s “Capped Benefit” is the amount to which Executive will be entitled after application of the limitations of Section 9(d)(ii).

(iv) **Consultant.** Company will retain a “Consultant” to advise Company with respect to the applicability of any Section 4999 excise tax with respect to Executive’s Total Payments. The Consultant shall be a law firm, a certified public accounting firm, and/or a firm nationally recognized as providing executive compensation consulting services. All determinations concerning Executive’s Capped Benefit and Executive’s Uncapped Benefit (as well as any assumptions to be used in making such determinations) shall be made by the Consultant selected pursuant to this Section 9(d)(iv). The Consultant shall provide Executive and Company with a written explanation of its conclusions. All fees and expenses of the Consultant shall be borne by Company. The Consultant’s determination shall be binding on Executive and Company.

(v) **Special Definitions.** For purposes of this Section 9 (d), the following specialized terms will have the following meanings:

(1) **“Base Period Income.”** “Base Period Income” is an amount equal to Executive’s “annualized includable compensation” for the “base period” as defined in Sections 280G(d)(1) and (2) of the Code and the regulations adopted thereunder.

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Generally, Executive's "annualized includable compensation" is the average of Executive's annual taxable income from Company for the "base period," which is the five (5) calendar years prior to the year in which the change in control occurs.

(2) **"Cap" or "280G Cap."** "Cap" or "280G Cap" shall mean an amount equal to 2.99 times Executive's Base Period Income. This is the maximum amount which Executive may receive without becoming subject to the excise tax imposed by Section 4999 of the Code or which Company may pay without loss of deduction under Section 280G of the Code.

(3) **"Total Payments."** The "Total Payments" include any "payments in the nature of compensation" (as defined in Section 280G of the Code and the regulations adopted thereunder), made pursuant to this Agreement or otherwise, to or for Executive's benefit, the receipt of which is contingent or deemed contingent on a change in control and to which Section 280G of the Code applies.

(vi) **Effect of Repeal.** In the event that the provisions of Sections 280G and 4999 of the Code are repealed without succession, Section 9(d) shall be of no further force or effect.

(vii) **Employment by Successor.** For purposes of this Agreement, employment by a successor of Company or a successor of any subsidiary of Company that has assumed this Agreement shall be considered to be employment by Company or one of its subsidiaries. As a result, if Executive is employed by such a successor following a Change in Control, Executive will not be entitled to receive the benefits provided by Section 9 unless Executive's employment with the successor is subsequently terminated without Cause or for Good Reason within twenty-four (24) months following the Change in Control.

10. **Confidentiality, Intellectual Property, Non-Solicitation, and Non-Competition Agreement.** As a condition of employment, Executive also must sign the Confidentiality, Intellectual Property, Non-Solicitation and Non-Competition Agreement, which is attached as Exhibit A to this Agreement.

11. **Applicable Law.** This Agreement and any disputes or claims arising hereunder shall be construed in accordance with, governed by and enforced under the laws of the State of Arizona without regard for any rules of conflicts of law.

12. **Company Policies.**

(a) **General Company Policies.** Except where inconsistent with the terms of this Agreement, Executive agrees that he will be subject to, and comply with, the employment policies and procedures established by the Company from time to time.

(b) **Company Stock Ownership Guidelines.** Executive agrees that he will be subject to the Company's stock ownership guidelines.

(c) **Clawback.** To the extent required by law or Company policy, the Company may require Executive to repay to the Company any bonus or other incentive-based or equity-based compensation paid to Executive.

13. **Section 16 of the Securities Exchange Act.** If, at the time Executive's employment is terminated for any reason, Executive is a person designated to file pursuant to Section 16 of the Securities Exchange Act of 1934 (the "1934 Act"), Executive will provide to the Company a written representation in a form acceptable to the Company that all reportable pre-termination securities transactions relating to Executive have been reported.

14. **Withholding.** The Company may effect withholdings from the payments due to Executive under this Agreement for the payment of taxes and other lawful withholdings or required employee contributions, in accordance with applicable law.

15. **Section 409A.**

(a) It is the intention of the Company and Executive that this Agreement not result in unfavorable tax consequences to Executive under Section 409A of the Code ("Section 409A"). To the extent applicable, it is intended that the Agreement comply with the provisions of Section 409A, but the Company does not warrant or guarantee that the Agreement is either excepted from the requirements of Section 409A or that the Agreement complies with Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Section 409A). The Company and Executive agree to work together in good faith in an effort to comply with Section 409A including, if necessary, amending this Agreement based on further guidance issued by the Internal Revenue Service from time to time, provided that the Company shall not be required to assume any increased economic burden. Executive remains solely responsible for any adverse tax consequences imposed upon him by Section 409A.

(b) Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of the Agreement and no payments shall be due to him under the Agreement which are payable upon his termination of employment until he would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A.

(c) To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided upon Executive's termination of employment pursuant to the Agreement during the six-month period immediately following Executive's termination of employment shall instead be paid within thirty (30) days following the first business day after the date that is six months following his termination of employment (or upon his death, if earlier). If it is determined that all or a portion of the payments due pursuant to this Agreement are subject to Section 409A of the Code, and if the General Release consideration period and revocation period spans two calendar years, the payments provided pursuant to this Agreement that are subject to Section 409A shall not begin until the second calendar year. Executive may not elect the taxable year of the

distribution. In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided to the Executive pursuant to this Agreement shall be construed as a separate identified payment for purposes of Section 409A.

(d) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of section 409A of the Code), (i) any such expense reimbursement shall be made by the Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year.

16. **Dispute Resolution.** The Parties agree that any controversy, dispute or claim arising out of or relating to the Agreement or breach thereof, including without limitation Executive's employment with or separation of employment from Company, and all claims, to the extent allowable by law, that Company or any of its representatives engaged in conduct prohibited on any basis under any federal, state, or local statute, including federal or state discrimination statutes or public policy, shall be resolved by final, binding and conclusive arbitration in Maricopa County, Arizona, with a sole arbitrator to be mutually agreed upon by the Parties. The Company shall bear the cost of the arbitrator. The arbitration shall occur within thirty (30) days of selection of the arbitrator and shall be administered by the American Arbitration Association under its Employment Arbitration Rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration award may, in the discretion of the arbitrator, include reasonable attorneys' fees and costs of the prevailing party. "Attorneys' fees and costs" mean all reasonable pre-award expenses, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone costs, witness fees and attorneys' fees. Any award of attorney's fees and costs to which Executive may be entitled shall be paid by Company, on or before December 31 of the calendar year following the year of the conclusion of the arbitration. Either party may apply to the arbitrator to seek injunctive relief until the arbitration award is rendered or the matter is otherwise resolved. Either party also may, without waiving any remedy under the Agreement, seek from any court having jurisdiction any interim or provisional relief, including a temporary restraining order, an injunction both preliminary and final, and any other appropriate equitable relief, that is necessary to protect the rights or property of that party, pending the retention of the arbitrator.

17. **No Conflict.** Executive hereby represents and warrants that he is under no conflicting duty or contractual or other legal obligation that would prevent him from executing this Agreement or performing the duties of President and CEO for the Company.

18. **No Waivers.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such party thereafter from enforcing such provision or any other provision of this Agreement. Rights granted the parties hereto herein are cumulative and the election of one shall not constitute a waiver of such party's right to assert all other legal remedies available under the circumstances.

19. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally or by local courier, (ii) upon confirmation of receipt when such notice or other communication is sent by facsimile, or (iii) one day after timely delivery to an overnight delivery courier. The addresses for such notices shall be as follows:

TO THE COMPANY:

Insight Enterprises, Inc.
Attn: Chair of the Board of Directors
2701 E. Insight Way
Chandler, Arizona 85286
(with a copy to General Counsel)

TO EXECUTIVE:

At the most recent address on file in the records of the Company.

20. **Severability.** The provisions of this Agreement are severable and if any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts thereof, shall not be affected thereby unless as a result of such severing the remaining provisions or enforceable parts do not substantially reflect the intention of the parties in entering into this Agreement.

21. **Successors and Assigns.** This is an agreement for personal services and may not be assigned by Executive. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon their successors, heirs and assigns, including the survivor upon any merger, consolidation or combination of the Company with any other entity.

22. **Entire Agreement and Amendments.** This Agreement, together with Executive's offer letter (which is attached hereto and incorporated herein), sets forth the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, understandings and covenants (except as otherwise provided herein) with respect to the subject matter hereof. This Agreement may be amended, modified or canceled only by mutual agreement of the parties and only in writing.

23. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INSIGHT ENTERPRISES, INC.

JACOB AZAGURY
(aka Jack Azagury)

/s/ Timothy A. Crown
By: Timothy A. Crown
Its: Chair of the Board of Directors

/s/ Jack Azagury

EXHIBIT A

This Confidentiality, Restrictive Covenant, and Arbitration Agreement (“Agreement”) is made and entered into as of March 3, 2026 by and between Insight Enterprises, Inc., or, if applicable, one of its subsidiaries such as Insight Direct USA, Inc. or Insight Public Sector, Inc. (collectively or individually, as applicable, “Insight”) and **Jacob Azagury (aka Jack Azagury)** (“Employee”).

RECITALS

A. Insight and Employee agree to enter into this integrated Agreement to streamline and unify their obligations and commitments into a single agreement.

B. Employee understands and agrees that:

- this Agreement and its three Attachments contain defined terms – indicated with initial capitalized letters – and the Attachments are an integral part of and incorporated into this Agreement;
- Insight and Employee are sometimes referred to individually as a Party and collectively as the Parties; and
- for this Agreement to become effective, Employee must sign the Agreement via electronic signature thereby acknowledging the three Attachments.

AGREEMENT

THEREFORE, in consideration of the mutual agreements of Insight and Employee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Consideration. Employee’s employment or continuing employment with Insight, the right to participate in the current incentive compensation program and/or merit program and the mutual promises in this Agreement are consideration for this Agreement. As additional consideration for this Agreement, Insight will provide Employee with the opportunity to participate in Insight’s current and future compensation and benefit programs; access to Client relationships that enhance Employee’s opportunities with Insight; specialized training in information technology and sales programs; and access to Insight’s Trade Secrets, Confidentiality and Proprietary information, and Third-Party Information.

2. Employment At-Will. Subject to the terms of Employee’s Executive Employment Agreement, Employee understands and agrees that Employee’s employment with Insight is at-will and may be terminated by either Party at any time with or without cause, and with or without notice. Nothing in this Agreement, nor any subsequent modification, shall confer upon Employee any right to continued employment with Insight or shall interfere with or restrain in any way the right of either Party to terminate the employment relationship at any time, with or without cause, and with or without notice.

3. **Arbitration.** The Parties agree that to the fullest extent permitted by law, any claims Employee has or may have against Insight or that Insight has or may have against Employee shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act as provided for in Section 16 of Employee's Executive Employment Agreement.

4. **Invention Assignment and Proprietary Rights.** Employee covenants and agrees the Parties' rights and obligations with respect to Creations, Invention Assignment, and Proprietary Rights are set forth in **Attachment A**, and Employee has read, understands, and agrees to **Attachment A**.

5. **Employee Acknowledgments.** Employee understands and agrees:

- that the agreements and restrictive covenants contained in this Agreement are justified by legitimate and protectable business interests, including protecting Insight's: i) investments in, and relationships with Insight employees, Clients, and Potential Clients; ii) goodwill; iii) Trade Secrets and Confidential and Proprietary Information, and Third-Party Information; and iv) specialized training for employees;
- that the covenants contained in this Agreement are reasonably necessary to protect Insight's legitimate business interests;
- Insight's Trade Secrets and Confidential and Proprietary Information are special and unique assets, to which Employee has or will have access, and need to be protected from improper disclosure and unauthorized use to prevent damage to Insight;
- Insight's business is not geographically restricted, is often unrelated to the physical location of the facilities or locations of Insight, its Clients, or Competing Businesses, and the sale of Insight's products and services is facilitated by the extensive use of the Internet, telephones, electronic mail, facsimile transmissions, and other means of electronic information, service delivery, and product distribution;
- if employment is terminated for any reason, Employee will be able to earn a livelihood without violating the post-employment restrictive covenants in this Agreement; and
- Employee's ability to earn a livelihood without violating the restrictions is a material condition to Insight's entering this Agreement and employing Employee.

6. **Trade Secrets and Confidential and Proprietary Information.** Employee covenants and agrees:

- to protect and preserve the confidentiality of Insight's Trade Secrets, Insight's Confidential and Proprietary Information, and Third-Party Information; and
- the Parties' rights and obligations with respect to this subject matter are set forth more fully in **Attachment B**, and Employee has read, understands, and agrees to **Attachment B**.

7. **Restrictive Covenants.** Unless a particular covenant in this Section is limited or modified by applicable law, Employee covenants and agrees that, without the prior written consent of Insight, Employee will not, directly or indirectly:

7.1 Engage in a Competing Business while employed by Insight;

7.2 Engage in a Competing Business in the Restricted Territory for the Specified Duration after Employee's employment with Insight terminates;

7.3 On behalf, or for the benefit of, a Competing Business, Solicit or accept business from any Client or Potential Client for any transaction other than for the benefit of Insight while Insight employs Employee or for the Specified Period; and

7.4 On behalf, or for the benefit of, a Competing Business, Solicit an Insight employee to end or terminate employment with Insight or hire any such individual while Insight employs Employee or for the Specified Period.

Employee further covenants and agrees: i) the foregoing covenants and their limitations and modifications, if any, are set forth more fully in **Attachment C**, which defines the applicable scope, geographic, and temporal limitations of these covenants; ii) Employee has read, understands, and agrees to **Attachment C**; and iii) except as provided in **Attachment C**, Section 7.3 prohibits Employee from accepting or conducting business with a Client or Potential Client for the Specified Period even if the Client or Potential Client approaches Employee first and attempts to initiate business with Employee.

8. **Shortening of Statue of Limitations.** To the extent any law allows Employee to bring a legal claim against Insight, Employee agrees to bring any claim within the time provided by law or no later than six (6) months from the date of the event forming the basis of the claim, whichever expires first. To the fullest extent permitted by law, Employee recognizes and acknowledges that Employee is agreeing to bring any claim Employee may have within a shorter time than may otherwise be provided by law.

9. **Third-Party Beneficiary.** Employee and Insight agree that each Insight subsidiary and corporate affiliate is expressly intended to be a third-party beneficiary of this Agreement with full rights to enforce the obligations, rights, undertakings, and commitments under this Agreement and its Attachments.

10. **Entire Agreement.** This Agreement, including its Attachments, is the entire agreement of the Parties on these subject matters. Except as may exist in any Insight equity plan or compensation plan to which Employee is a participant, there are no other promises or conditions concerning this subject matter in any other agreement whether oral or written, and this Agreement supersedes any prior written or oral agreements between the Parties concerning these subject matters.

11. **Amendment.** This Agreement may only be amended by a writing signed by both Parties.

12. **Severability.** If any provision of this Agreement or its Attachments is held by a court of competent jurisdiction or arbitrator to be invalid or unenforceable, the remaining provisions of the Agreement and the Attachments shall continue to be valid and enforceable. If a court of competent

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jurisdiction or arbitrator finds that any provision of this Agreement or its Attachments is invalid or unenforceable, but that by limiting, editing, or revising such language, it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited, edited, or revised.

13. Attorneys' Fees. In any action seeking, in whole or in part, enforcement of the Agreement, challenging the enforceability of any provision of this Agreement, or for a breach or threatened breach of this Agreement, the prevailing Party will be entitled to recover its attorneys' fees and costs.

14. Waiver of Rights. If, on one or more occasions, either Party fails to insist that the other Party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such Party of any past, present, or future right granted under this Agreement, and the obligations of the Parties shall continue in full force and effect. Further, Insight's failure to seek to enforce a similar agreement with any other Insight employee shall not constitute a waiver of Insight's rights under this Agreements.

15. Governing Law. Section 3 of this Agreement shall be governed by and interpreted pursuant to the Federal Arbitration Act. Otherwise, the governing law for this Agreement and its Attachments shall be: i) the state in which Employee works if Employee works for Insight in Arizona, California, Florida, Illinois, Ohio, Texas, or Washington, without regard to such state's conflicts of law principles; or ii) Delaware, without regard to its conflicts of law principles, if Employee works in any state other than those listed in the preceding clause. The Parties agree that, in the event of a dispute, Insight's records indicating the state of employment for Employee shall be used to determine the governing law.

16. Enforcement of Restrictive Covenants. Employee understands and agrees that the breach by Employee of the restrictive covenants contained in Section 4, 6, or 7 of this Agreement, as more fully defined in Attachments A, B, and C, could not reasonably or adequately be fully compensated in damages in an action at law. Therefore, Insight shall be entitled, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting bond, to injunctive relief. The injunctive relief may include, but is not limited to, restraining Employee from rendering any service or making any disclosure that would breach any restrictive covenant in this Agreement. If Insight is successful in obtaining such injunctive relief, the duration of the restrictive covenant shall be tolled and computed from the date such relief is granted, reduced by the time period between termination of Employee's employment and the date of the first breach by Employee.

No remedy conferred by this Agreement (including this Section) is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing in law or in equity, by statute or otherwise. The election of any one or more remedies by Insight shall not constitute a waiver of the right to pursue other available remedies.

To the extent that any of the restrictive covenants contained in this Agreement conflict with any of Employee's obligations in Insight's compensation or equity plan agreements or plans, or contained in any separate agreements that Employee signed with Insight regarding the treatment

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of confidential or proprietary information or containing any restrictive covenants, including, but not limited to, not to compete or not to solicit clients, customers, or employees, Employee acknowledges and agrees that Insight may seek to enforce all such covenants. But in the event of an irreconcilable conflict, Insight may choose, in its sole discretion, which covenant(s) it seeks to enforce. If any of the restrictive covenants contained in Section 4, 6, or 7 of this Agreement are deemed by a court of competent jurisdiction or arbitrator to be unenforceable under applicable law and incapable of being limited, edited, or revised to become valid and enforceable, then the restrictive covenants previously agreed to by Employee and Insight shall remain enforceable.

17. Successors and Assigns – Binding Effect. This Agreement shall not be assignable by Employee. The rights and obligations of the Parties under this Agreement shall be binding upon and shall inure to the benefit of Insight and Insight's successors and assigns. This Agreement may be enforced by Insight's assignee or successor.

18. Survival. Employee understands and agrees that the obligations, commitments, undertakings, and covenants set forth in this Agreement, including but not limited to those set forth in Sections 3, 4, 5, 6, 7 and 8 shall survive the termination of Employee's employment with Insight.

19. Voluntary Agreement; Legal Review; Counterparts. Employee agrees that Employee: i) has read and understands this Agreement and its Attachments in their entirety; ii) may before signing this Agreement, if Employee desires, obtain advice from legal counsel of Employee's choice to advise Employee on this Agreement; iii) has freely and voluntarily entered into this Agreement; and iv) understands this Agreement may be signed separately by each Party, electronically or physically, and may be transmitted via PDF, facsimile, or otherwise, and each signature page when combined with a copy of the preceding pages of this Agreement shall constitute the full agreement.

EMPLOYEE:

/s/ Jack Azagury
Employee Signature

Jacob (aka Jack) Azagury
Print Name

March 23, 2026
Date

INSIGHT:

By: /s/ Jen Vasin

Title: Chief Human Resources Officer

March 23, 2026
Date

ATTACHMENT A

INVENTION ASSIGNMENT AND PROPRIETARY RIGHTS AGREEMENT

1. **Assignment of Creations.** Employee covenants and agrees to hold in trust for the sole right and benefit of, and assigns to, Insight all right, title, and interest in and to any and all Creations that Employee creates or otherwise develops, alone, or in conjunction with others. Employee further covenants and agrees to assign to any third party, including the United States government, all Employee's right, title, and interest in and to any and all Creations whenever such assignment is required by a contract between Insight and such third party. Creation means any invention, discovery, idea, concept, design, process, work of authorship, client list, development or improvement (whether subject to copyright, trademark, or patent protection or reduced to practice by Employee), patent, copyright, or trademark: i) relating to any past, present, or reasonably anticipated business of Insight, and which is or was created or otherwise developed during Employee's employment with Insight; ii) which is or was created or otherwise developed while performing work for Insight; or iii) which is or was created or otherwise developed at any time using Insight's equipment, supplies, facilities, information, or proprietary rights, or other property.

1. **Inventions Retained.** Employee represents and warrants that all matters that Employee has created or otherwise developed prior to employment with Insight that Employee wishes to exclude as obligations to Insight under this Agreement are listed below. If no items are listed, Employee represents and warrants that there are no such matters to be excluded.

2. **Publicity.** Employee consents to any and all uses and displays, by Insight and Insight agents, employees, representatives, and licensees, of Employee's name, voice, likeness, image, appearance in, on, or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world created in connection with Employee's employment with Insight ("Images"), at any time during or after the period of Employee's employment by Insight. Employee acknowledges that Insight has an unconditional, non-exclusive, royalty-free right to use, reproduce, edit, market, store, distribute, communicate, transmit, and promote these Images, or any portion thereof, in connection with Insight or any of its products or services.

3. **Maintenance of Records.** Employee covenants and agrees to keep and maintain adequate and current written records of all Creations made by Employee. These shall be kept in the form of notes, sketches, drawings, and other notations which may be specified by Insight. These records shall be available to and remain the sole property of Insight at all times.

4. **Disclosure of Creations and Filings.** Employee covenants and agrees to disclose promptly to Insight in writing:

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- all Creations created or otherwise developed by Employee alone or in conjunction with others, as well as any and all patent applications or copyright registrations filed by Employee during and within one (1) year after Employee's termination of employment with Insight; and
- any idea that Employee does not believe to be a Creation, but which is conceived, developed, or reduced to practice by Employee (alone or with others) while he or she is employed by Insight or during the one-year period following termination of Employee's employment. Employee will disclose the idea, along with all information and records pertaining to the idea, and Insight will examine the disclosure in confidence to determine if it is a Creation subject to this invention assignment agreement.

5. **Post-Termination Presumption.** Employee covenants and agrees that any invention, discovery, idea, writing, concept, design, process, work of authorship, client list, patent, copyright, trademark, or similar item or improvement shall be presumed to be a Creation if it is conceived, developed, used, sold, exploited, or reduced to practice by Employee or with Employee's aid within one (1) year after termination of Employee's employment. Employee can rebut this presumption if he or she proves that such work is not a Creation covered by this Agreement.

6. **Assistance.** During and after termination of employment, Employee covenants and agrees that:

- Employee will give Insight all the assistance reasonably required (at Insight's expense) to file for, maintain, protect, and enforce Insight's patents, copyrights, trademarks, trade secrets, and other rights in Creations, in any and all countries; and
- Employee will sign documents and do other acts that Insight determines necessary or desirable including, without limitation, giving evidence and testimony in support of Insight's rights under this Agreement.

7. **Intellectual Property Rights in Works of Authorship.** Employee acknowledges and agrees that any intellectual property rights in Creations that are works of authorship belong to Insight and are "works made for hire" within the definition of section 101 of the United States Copyright Acts of 1976, Title 17, United States Code. Insight, or any Insight direct or indirect licensees, shall not be obligated to: i) distribute any works made for hire; or ii) designate Employee as the author of any design, software, firmware, related documentation, or any other work of authorship when distributed publicly or otherwise.

8. **Third-Parties' Rights.** Employee covenants and agrees not to use or disclose to Insight or induce or cause Insight to use any intellectual property belonging to a third-party (i.e., other than Employee or Insight) without the prior written consent of the third-party. Employee agrees to indemnify, defend, and hold harmless Insight against any claims or losses caused by Employee's use or disclosure of a third-party's intellectual property.

9. **Use of Other Matters.** Employee covenants and agrees that if Employee uses Employee's own invention, discovery, idea, concept, design, process, work of authorship, client list, development, improvement (whether subject to copyright, trademark, or patent protection or

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reduced to practice by Employee), patent, copyright, or trademark, in the performance of Employee's job with Insight, by doing so Employee automatically confers an unrestricted and irrevocable license to Insight to use freely all such matter(s) for Insight's benefit.

10. Exclusion. This invention assignment agreement does not apply to an invention for which no equipment, supplies, facilities, property, Trade Secret, or Confidential and Proprietary Information of Insight was used and which was developed entirely on the Employee's own time, unless: i) the invention relates, at the time of conception or reduction to practice, to the business of Insight, or to Insight's actual or demonstrably anticipated research or development; or ii) the invention results from any work performed by Employee for Insight.

ATTACHMENT B
TRADE SECRET AND CONFIDENTIALITY AGREEMENT

1. Definitions.

1.1 Trade Secrets. Trade Secrets means information that: i) derives actual or potential economic value because it is not being generally known to persons who can obtain economic value from its disclosure or use; ii) Insight makes reasonable efforts to keep secret; and iii) is not generally known or available to the public or the industry. Examples of Trade Secrets include, but are not limited to:

- the identity, phone number, email address, and other similar contact information of key contact persons for Insight clients, customers, and prospective clients and customers;
- lists of Insight clients, customers, and prospective clients and customers, and the key information regarding those entities and persons such as purchasing preferences, needs, and habits, nature and number of products, licenses, and services purchased, the expiration dates and terms of software licenses and hardware leases, contract information and negotiated terms, and the technology products and services such persons or entities use or favor;
- lists of key distributors, suppliers, vendors, and partners of Insight and the key information regarding those business relationships, such as key contact person(s) and contact information, special programs, and negotiated prices, terms and contracts, that are not otherwise disclosed;
- special pricing programs available to Insight and Insight's pricing, costs, discounts, margins, and profits for Insight products and services less than three (3) years old;
- all information of any kind related to the business of an Insight client, customer, or prospective client or customer obtained by an Insight employee in the last three (3) years and that has not been publicly disclosed by such person or entity;
- software developed by Insight;
- Insight's non-public strategic business and marketing initiatives, significant corporate events, projects, processes, or unique know-how;
- Insight's sales, business and marketing plans and forecasts less than three (3) years old;
- Insight's sales data and results before being reported and disclosed publicly;
- technical designs, drawings, schematics, and matters created or developed by Insight or a contracted vendor or partner;
- Insight's planned product and services offerings; and
- Insight's financial and accounting information less than three (3) years old.

1.2 Confidential and Proprietary Information. Confidential and Proprietary Information means information that is a valuable, special, and unique asset of Insight and that is not publicly available. Confidential and Proprietary Information may include Trade Secrets, but it is not necessarily limited to Trade Secrets. Examples of Confidential and Proprietary Information include, but are not limited to:

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- Trade Secrets or items that would meet the definition of Trade Secrets other than the duration tied to the example above has passed, e.g., Insight pricing information or marketing plans that are more than three (3) years old;
- Insight's policy and systems manuals that are less than four (4) years old, but not including readily available information provided to current or former employees such as employee handbooks, policies, and benefit plans;
- Insight's benefits and compensation plans and strategies for supervisory employees that are less than three (3) years old;
- Insight's employee recruiting plans and strategies less than three (3) years old;
- legal files of or related to, Insight;
- Insight's funding, credit, investment, and lending policies, arrangements, or sources that are open or, if not open, less than three (3) years old;
- Insight's advertising and promotional ideas and strategies less than three (3) years old;
- Insight's market surveys and/or analyses that are less than three (3) years old; and
- other confidential information and records owned by or related to Insight.

1.3 Third-Party Information. Third-Party Information means trade secrets and confidential and proprietary information of or concerning Insight's clients, customers, and prospective clients and customers, business partners, vendors, distributors, and suppliers including, but not limited to, product and services information, sales figures, marketing strategies, plans, financial information, and other confidential information concerning those entities or businesses, whether protected by a nondisclosure agreement or not.

2. **Protection of Trade Secrets, Confidential and Proprietary Information, and Third-Party Information.** During and after employment with Insight, Employee covenants and agrees to protect and preserve the confidentiality of all Trade Secrets, Confidential and Proprietary Information, and Third-Party Information. Other than for the purpose for which such information was provided to Employee to perform services for the benefit of Insight, Employee further covenants and agrees that Employee will not, directly or indirectly, disclose, transfer, use, sell, publish, make available, exploit, or otherwise facilitate or permit the sale, transfer, use, publication, or exploitation of any Trade Secrets, Confidential and Proprietary Information, or Third-Party Information, other than to:

- an employee, officer, or director of Insight who, in the reasonable exercise of Employee's judgment, needs to know such Trade Secrets, Confidential and Proprietary Information, or Third-Party Information to perform Employee's duties; or
- a vendor, supplier, or strategic partner of Insight as long as Employee: i) receives approval from Employee's immediate supervisor before each disclosure; ii) ensures that each vendor, supplier, or strategic partner is bound by a non-disclosure agreement with Insight; and iii) ensures that there is no agreement between Insight and the affected Client that would prohibit the sharing of that particular information with the vendor, supplier, or strategic partner.

If Employee learns of a subpoena or effort to obtain a court or arbitrator order affecting such information, Employee covenants and agrees to provide immediate written notice of such effort or planned disclosure to the General Counsel of Insight Enterprises, Inc. to allow Insight to contest disclosure. Employee further covenants and agrees not to disclose such information until Insight's objection to disclosure, if any, is ruled upon and otherwise takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. If a court of competent jurisdiction or arbitrator rules that a Trade Secret is not a trade secret under applicable law but such information still qualifies as Confidential and Proprietary Information, the prohibitions against disclosing or using such Trade Secret in this Agreement shall expire four (4) years after Employee's termination from employment, or if the period of four (4) years is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then three (3) years after Employee's termination from employment.

3. Limitations.

3.1 The obligations set forth in Paragraph 2 shall cease for any particular Trade Secret, Confidential and Proprietary Information, or Third-Party Information when such information becomes generally known or available to the public or the industry other than by a disclosure in violation of this Agreement.

3.2 Employee understands and acknowledges that Employee is not prohibited from making disclosures of Trade Secrets that: i) are made: a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and b) solely for the purpose of reporting or investigating a suspected violation of law; or ii) is made in a complaint or other document filed in a court, administrative, or arbitral proceeding, if such filing is made under seal. If Employee files a lawsuit alleging retaliation by Insight for reporting a suspected violation of law, Employee may disclose Trade Secrets related to the suspected violation of law or alleged retaliation to Employee's attorney and use those Trade Secrets in the proceeding if Employee or Employee's attorney: i) files any document containing Trade Secrets under seal; and ii) does not disclose the Trade Secrets, except pursuant to court order. Insight provides this notice in compliance with the Defend Trade Secrets Act of 2016 and to avail itself of the full remedies in that act.

4. Return of Property. Employee covenants and agrees that, upon termination of Employee's employment or at any time upon request by Insight, Employee shall promptly return to Insight all Trade Secrets, Confidential and Proprietary Information, Third-Party Information, and other Insight property or Insight client property including, but not limited to: credit and charge cards; all files; keys; records; computers; smart phones; tablet devices; peripherals; hard, thumb, zip, or jump drives; computer programs, disks, and files; documents; drawings; models; specifications; lists; equipment; data; manuals; supplies; promotional materials; plans; blueprints; site maps; and other similar items relating to, constituting, or containing information relating to Insight's business including any copies and electronic copies, whether prepared by Employee or otherwise coming into Employee's possession, custody, or control, regardless of how it is stored. If, after termination of Employee's employment, Employee becomes aware of any such property or information that is in Employee's possession, custody, or control, Employee covenants and agrees to immediately return such property, information, and any such copies without retaining any copies.

**ATTACHMENT C
RESTRICTIVE COVENANTS**

The Parties agree the following definitions and other terms apply to Section 7 and other portions of this Agreement where the phrases are used:

1. **Competing Business.** Competing Business means any entity or person that is engaged in or is preparing to engage in any business involving the sale, lease, license, or provision of products or services that are directly or indirectly competitive with the products or services that Insight markets, sells, leases, licenses, or makes available to Clients and Potential Clients.
2. **Engage in a Competing Business.** Engage in a Competing Business means to: i) provide to, or perform for, a Competing Business the same or similar services that Employee has provided or performed for Insight in the last two (2) years of employment; or ii) serve, be employed, or otherwise perform duties, directly or indirectly, as a principal, agent, officer, director, proprietor, employee, consultant, independent contractor, employer, investor, lender, partner, member, or shareholder (other than as an owner of 2% or less of the stock of a publicly traded company) in a Competing Business.
3. **Client.** Client means a company, business, non-profit organization, governmental agency or entity, educational institution, school district, person, or entity that: i) purchased goods or services from Insight within the last two (2) years of Employee's employment with Insight; and ii) with which or whom Employee had contact or communicated about Insight's products or services, on whose account Employee worked, or about which or whom Employee has knowledge of Trade Secrets, Confidential and Proprietary Information, or Third-Party Information.
4. **Potential Client.** Potential Client means a company, business, non-profit organization, governmental entity, educational institution, school district, person, or entity with which or whom Employee, within the last six (6) months of Employee's employment with Insight, has actual or constructive knowledge of: i) Insight's intent, efforts or communications to offer or to attempt to sell, lease, license, or provide the individual or entity products or services through Insight; or ii) Trade Secrets, Confidential and Proprietary Information, or Third-Party Information pertinent to or related to the Potential Client.
5. **Restricted Territory.** Restricted Territory means each and every location in which Employee could Engage in a Competing Business in the United States and includes each state where Insight has Clients, Potential Clients, or employees, including, but not limited to, the states in which Insight's Clients and Potential Clients are located and in which Employee provided services, sold or leased goods or services, or otherwise performed work during the twelve (12) month period preceding the termination of Employee's employment at Insight. If, but only if, this Restricted Territory is held by a court of competent jurisdiction or arbitrator to be invalid on the grounds that it is unreasonably broad, then the Restricted Territory shall be the state or states in which Employee worked for Insight, as well as Arizona, Florida, Illinois, Massachusetts, Minnesota, Ohio, Texas, and Washington.
6. **Solicit.** Solicit means any effort or attempt by Employee, directly or indirectly, to encourage, induce, solicit, recruit, or offer:

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- a Client or Potential Client with the purpose, effect, or potential of: i) selling (or assisting another person's selling) or providing such products or services that are the same, similar, or related to products or services provided by Insight; or ii) in any way reducing the amount of business such Client or Potential Client transacts or would transact with Insight; or
- an Insight employee with whom Employee, in the preceding twelve (12) months, worked or who worked out of the same Insight physical location as Employee with the purpose, effect, or potential of: i) hiring (or assist another person's hiring) that individual for employment with a Competing Business -- whether as an employee or independent contractor; ii) having that individual terminate employment with Insight to provide services, through employment, contract or otherwise, to a Competing Business; or iii) otherwise interfering with the individual's employment relationship with Insight.

7. **Specified Duration.** For the non-competition covenant in Section 7.2 of the Agreement, Specified Duration means the period of time listed below that corresponds to or most closely approximates the job title (as identified in Insight's records) or job description held by Employee at the time of the breach of the restrictive covenant described in this Agreement or the time of the termination of Employee's employment with Insight, whichever provides the longer duration.

- **President and Chief Executive Officer.** The Specified Duration is a period of twenty-four (24) months following the termination of Employee's employment, or, if the period of twenty-four (24) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of fifteen (15) months following the termination of Employee's employment.

8. **Specified Period.** For the non-solicitation covenants in Sections 7.3 and 7.4 of the Agreement, Specified Period means the period of time listed below that corresponds to or most closely approximates the job title (as identified in Insight's records) or job description held by Employee at the time of the breach of the restrictive covenant described in the Agreement or the time of the termination of Employee's employment with Insight, whichever provides the longer duration.

- **President and Chief Executive Officer.** The Specified Period is a period of twenty-four (24) months following the termination of Employee's employment with Insight, or if the period of twenty-four (24) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of eighteen (18) months following the termination of Employee's employment.

EXHIBIT B
RELEASE AND SEVERANCE AGREEMENT

The parties to this Release and Severance Agreement (the "Agreement") are _____ ("Employee") and Insight Direct USA, Inc. (the "Company"). If, however, Employee is employed by another subsidiary or affiliate, such as Insight Public Sector, Inc., that entity shall be the "Company" for purposes of this Agreement.

RECITALS

- A. Employee's employment by the Company began on _____ and terminated on _____.
- B. The parties wish to settle and compromise fully and finally any and all claims arising between them including, but not limited to, those arising out of Employee's employment and the termination of that employment, on the terms and conditions set forth in this Agreement.
- C. Employee represents that Employee is forty (40) years of age or older.

AGREEMENTS

In consideration of the mutual promises in this Agreement, it is agreed as follows:

1. Recitals. The parties hereby acknowledge the correctness and accuracy of the foregoing recitals.

2. Payment and Other Benefits.

(a) Upon receipt of this signed Agreement and beginning within twenty-one (21) days after the expiration of the revocation period referenced in Section 7 of this Agreement, the Company will provide severance pay in an amount equal to __ percent of Employee's base salary (which Employee acknowledges to be \$ _____) and __ percent of the annual compensation paid to Employee in the preceding year under the Incentive Plan in which Employee participated as of the Employee's termination date, payable in installments over a period of twenty-four (24) months in accordance with the Company's normal payroll periods and practices beginning with the first payroll period following the Effective Date of this Agreement (the "Payments"). The Payments shall be made by direct deposit based on the account information that the Employee has on file with the Company. If Employee has not elected for direct deposit, Company will provide Employee an ADP ALINE card for the Payments.

(b) As additional consideration, upon receipt of this signed Agreement and following the expiration of the revocation period referenced in Section 7 of this Agreement, the Company will also begin to provide to Employee continued life, disability, accident and group health and dental insurance benefits, at substantially the levels Employee was receiving immediately prior to termination. Company will satisfy the obligation to provide the health and dental insurance benefits pursuant to this Section 8(c)(iii) by either paying for or reimbursing

Employee for the actual cost of COBRA coverage (and Employee shall cooperate with Company in all respects in securing and maintaining such benefits, including exercising all appropriate COBRA elections and complying with all terms and conditions of such coverage in a manner to minimize the cost). Similarly, Company will reimburse Employee for the cost of comparable coverage for all other insurance benefits that are not subject to the COBRA continuation rules. It will be Employee's responsibility to procure such benefits and Company will promptly reimburse Employee for the premiums for such benefits in the specified amount upon Employee's submission of an invoice or other acceptable proof of payment. Company's obligation under this paragraph will cease with respect to a particular type of coverage when and if Employee becomes eligible to receive substantially similar coverage with a successor employer

3. Acknowledgement of Consideration. Employee understands and agrees that Employee is receiving the Payments and benefits described in Section 2 in exchange for Employee's promises in this Agreement and that Employee is not otherwise entitled to those items. The Company will pay Employee wages through Employee's last day of employment without regard to whether Employee executes this Agreement.

4. Release, Representations and Acknowledgments.

(a) In exchange for the severance pay, Employee, for himself/herself and, as applicable, Employee's spouse, marital community, agents, heirs, executors, and assigns, hereby fully, forever, irrevocably, and unconditionally releases and discharges the Company, its parent, subsidiary, and affiliated companies, and the officers, directors, shareholders, agents, predecessors, successors, assigns, and current and past employees of each and all of the foregoing ("Released Parties") from any and all claims, complaints, liabilities, damages, and obligations of any nature whatsoever, which Employee has, had, or may have against Released Parties, whether now known or unknown, and whether asserted or unasserted, arising out of or from any act, event, or omission occurring before the effective date of this Agreement. Without limiting the foregoing, this release includes any and all claims arising out of or which could arise out of the employment relationship between Employee and the Company and the termination of that employment, including, but not limited, to any and all claims under the following laws, as amended: Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; Section 1981 of the Civil Rights Act of 1866; the Age Discrimination in Employment Act; the Equal Pay Act; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act (ERISA); the National Labor Relations Act; the Fair Credit Reporting Act; the Labor Management Relations Act; the Genetic Information Non-Discrimination Act; Consolidated Omnibus Budget Reconsolidation Act (COBRA); the Worker Adjustment and Retraining Notification Act; the False Claims Act; Uniformed Services Employment and Reemployment Rights Act; the Lilly Ledbetter Fair Pay Act of 2009; the Arizona Civil Rights Act; the Arizona Employment Protection Act; the anti-retaliation provisions of the Arizona Workers' Compensation Act; any Arizona laws governing wages and hours (A.R.S. Title 23); all federal, state, and local civil rights, employment, whistleblower, or wage payment laws, statutes, regulations, ordinances, or orders; and any other provision or theory of law arising out of any federal or state constitution, statute, regulation, ordinance, civil code, administrative code, or common law, either in tort, contract, or restitution. This release may be pled as a complete bar and defense to any claim brought by Employee with respect to the matters released in this Agreement. This release does not waive claims that may arise after the date this Agreement is signed, any vested rights under any Company sponsored or

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administered group employee welfare benefit or 401(k) plan, or any claims that cannot be released as a matter of law.

(b) Employee acknowledges and agrees that the severance pay Employee is receiving under this Agreement is sufficient consideration to support the release of all entities identified in this Section 4, and this consideration is in addition to anything of value to which Employee is already entitled.

(c) Employee represents and warrants that there are no administrative charges with government agencies known to Employee pending against the Company or one of its parent, subsidiary, or affiliated companies. Employee agrees that Employee has not filed, or caused to be filed, any claim or charge with any adjudicative body, regulatory body, or agency arising out of Employee's employment or the termination of that employment.

(d) Employee acknowledges and agrees that Employee is waiving Employee's right to file a lawsuit under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act.

(e) Employee acknowledges and agrees that Employee has been granted any FMLA leave to which Employee was entitled and has not been subjected to any discrimination or retaliation for using FMLA leave.

(f) Employee acknowledges and agrees that Employee has received all monies, meal and rest breaks, and leave allotments owed Employee for Employee's employment and has not been subjected to any discrimination or retaliation for raising any issues regarding compensation or benefits issues.

(g) Protected Rights. Employee understands that nothing contained in this Agreement limits Employee's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). Employee further understands that this Agreement does not limit Employee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit Employee's right to receive an award for information provided to the Securities and Exchange Commission.

5. No Double Pay. If Employee accepts another position with the Company or one of its parent, subsidiary, or affiliated companies during the period for which Employee has received severance pay, Employee agrees to repay or forfeit severance pay for the period which overlaps with the new employment. For purposes of illustration only, if Employee receives severance pay of six weeks and is hired for a position with the Company after four weeks, the Employee would forfeit two weeks of severance pay.

6. Review. Employee has been advised in writing by this agreement that Employee has up to twenty-one (21) days from the date Employee is presented with this Agreement to consider and sign this Agreement. If Employee signs this Agreement before the expiration of

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twenty-one (21) days, Employee acknowledges that Employee has done so for the purpose of expediting the resolution of this matter and that Employee has expressly waived Employee's right to take twenty-one (21) days to consider this Agreement. To accept the offer in this Agreement, Employee must sign and return the Agreement to the Company within the 21-day period. If Employee has not signed this Agreement within the time frame set forth above, this Agreement shall be deemed rejected by Employee, and Employee will not be able to later accept it.

7. Revocation; Effective Date. Employee may revoke this Agreement for a period of seven (7) days after Employee signs it. Employee agrees that if Employee elects to revoke this Agreement, Employee will notify **Brandy Richards** at the Company by emailing Brandy.Richards@Insight.com on or before the expiration of the revocation period. Receipt by the Company of proper and timely notice of revocation from Employee cancels and voids this Agreement. Provided that Employee does not provide a timely written notice of revocation, this Agreement will become effective upon expiration of the revocation period.

8. Return of Company Property. Employee represents that Employee has made a diligent search and has already returned to the Company all documents including, but not limited to, all electronic information, papers, and all copies of such material and other property that Employee has had in Employee's possession at any time, including, but not limited to, files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property including, but not limited to, computers, disks, CDs, flash drives, hard drives, entry cards, identification badges and keys, and any materials of any kind that constitute property of the Company, its parent, subsidiary, or affiliated companies or that contains or embodies any proprietary or confidential information of the Company, its parent, subsidiary, or affiliated companies. Employee agrees to make a diligent search for all such property and to return any property not previously returned within five (5) days of execution of this Agreement. Employee further agrees to provide to the Company, within five (5) days of execution of this Agreement, with a computer-useable copy of any such proprietary data, materials, or information received, stored, reviewed, prepared, or transmitted on any personal computer, server, or e-mail system, to the extent the same may be retrieved from such computers, servers, and e-mail system, and, then, to delete such information from those personal computers, servers, and e-mail systems.

9. Confidentiality. Employee agrees that Employee will keep the terms and fact of this Agreement confidential. Employee will not disclose the terms of this Agreement to anyone except Employee's spouse, attorneys, or accountants, unless required by law.

10. Other Confidentiality Obligations. As a supplement to Employee's existing confidentiality obligations, Employee acknowledges and agrees that nothing in this agreement or other confidentiality agreements with the Company prevents Employee from disclosing confidential information that: (A) is made: (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to Employee's attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding by Employee or Employee's attorney, if such filing is made under seal. In the event that Employee files a lawsuit alleging retaliation by the Company for reporting a suspected violation of law, Employee may disclose confidential information related to the suspected violation of law or alleged retaliation to Employee's attorney and use that confidential information in the court proceeding if Employee or his/her attorney: (A) files any

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document containing confidential information under seal; and (B) does not disclose the confidential information, except pursuant to court order. The Company provides this notice in compliance with the Defend Trade Secrets Act of 2016.

11. Non-Disparagement. Employee covenants and agrees that Employee will not disparage, defame, or communicate any false statements about the Released Parties in any manner whatsoever, including, but not limited to, by not posting defamatory comments on social networking, blogs, or Internet websites.

12. Fees and Costs. In the event of any litigation arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

13. Severability. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

14. Acknowledgement of Opportunity to Review with Attorney. Employee acknowledges that Employee has been and is being advised in writing by this Agreement to consult with an attorney prior to executing this Agreement. Employee represents and agrees that Employee has read and fully understands all of the provisions of this Agreement, and that Employee is voluntarily entering into this Agreement with a full and complete understanding of all of its terms.

15. Integration. This Agreement constitutes the entire agreement between the parties, supersedes all oral negotiations and any prior and other writings with respect to the subject matter of this Agreement and is intended by the parties as the final, complete and exclusive statement of the terms agreed to by them. NOTWITHSTANDING THE FOREGOING, Employee acknowledges and agrees that this Agreement does not limit, modify, amend, or supersede, in any way, Employee's obligations to abide by any agreement Employee signed with the Company regarding arbitration or alternative dispute resolution, the treatment of confidential or proprietary information of the Company or one of its subsidiaries or affiliated companies or containing any restrictive covenants, including, but not limited to, any covenants not to solicit clients, customers, or employees, or not to compete.

16. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

17. Amendment. This Agreement shall be binding upon the parties and may not be abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, except in a written document signed by the parties after the effective date of this Agreement.

18. Successors and Assigns. This Agreement is and shall be binding upon and inure to the benefit of the heirs, executors, successors, and assigns of each of the parties.

19. Non-Admission. This Agreement shall not in any way be construed as an admission by the Company that it has acted wrongfully with respect to Employee, and the Company specifically denies the commission of any wrongful acts against Employee.

Exhibit 10.3

Company:

Employee:

By: _____

Print Name

Name: _____

Employee Signature

Title: _____

Date

March 4, 2026

Jacob (aka Jack) Azagury
[***]

Welcome to Insight, Jack!

We are thrilled to extend to you an offer to lead Insight as our **Chief Executive Officer**. After careful consideration of your qualifications and experience (and countless interviews!), we are confident that your skills and capabilities align with our company's vision and values, and our strategic goals.

Position: Chief Executive Officer
Reporting to: The Insight Board of Directors
Start Date: Monday, April 13, 2026

BASE COMPENSATION

Your annual base salary will be \$1,100,000. Wages for this position are exempt and paid semi-monthly.

VARIABLE INCENTIVE

You'll be eligible to participate in our Officer Incentive Plan. Your annual variable target will be 150% of base pay upon achievement of 100% of targets. For 2026, the metrics are:

1. Insight Enterprises Inc (IEI) Earnings from Operations – 50%
2. IEI Services Revenue – 25%
3. IEI Total GP – 25%

Your variable incentive payment for 2026 will be prorated for the length of time you were in role. I will provide further details on metrics and grids, and will share with you how your plan aligns with the rest of the corporate officers. Please keep in mind that the Board of Directors reviews variable incentive metrics annually and may change the metrics and/or the attainment grids each year.

RELOCATION BONUS

Your role will be located in our beautiful Chandler, Arizona headquarters. To assist in your relocation to the area, we're pleased to offer you a one-time relocation bonus of \$1,000,000, intended to cover expenses incurred in your move, including but not limited to: any necessary Arizona temporary housing expenses, expenses related to the physical relocation of household goods, and any real estate agent commissions or closing costs on real estate transactions. The bonus will be paid out in two installments: (1) the first installment of \$500,000 will be paid within the three months of your hire date, and (2) the second installment of \$500,000 will be paid following confirmation of your relocation to the Phoenix valley (please keep me informed about your move). The two bonus installments will be taxable income. Except in the event of death, disability, or termination without Cause or for Good Reason, should you leave Insight prior to completing one year of service following payment of the second relocation installment, you will be required to reimburse Insight for the full amount paid to you under this section.

INSIGHT EQUITY – RESTRICTED STOCK UNITS

Annual Equity Grants

Exhibit 10.3

Insight intends to award you a grant of restricted stock units (RSUs) on April 15th—subject to all necessary approvals having been obtained before the intended grant date. The value of the

proposed award will be USD \$8,000,000. The award will consist of 40% service-based RSUs and 60% performance-based RSUs. The final number of service-based RSUs granted and performance-based RSUs at target attainment will be calculated based on the closing stock price of NSIT on the date of grant. The service-based RSUs will vest annually over three years from the date of grant and are subject to the terms and conditions of the 2020 Omnibus Plan, as amended.

The performance-based RSUs will be allocated equally between the two performance metrics below.

The first performance metric is Return on Invested Capital ("ROIC"). These performance-based RSUs are adjusted up or down based on Insight's achievement of ROIC compared to a grid approved by the Compensation Committee in February 2026 with a range of 0 – 200% for the performance period of January 1, 2026 – December 31, 2026. The actual number of shares granted are subject to attainment upon completion of the performance period and the granted shares will vest in equal annual installments over three years beginning on February 20, 2027.

The second performance metric is Relative Total Shareholder Return ("rTSR"). These performance-based RSUs are adjusted up or down based on Insight's achievement of rTSR compared to a peer group and a performance grid determined by the Compensation Committee with a range of 0 – 200%. The performance period runs from January 1, 2026 through December 31, 2028. The number of shares granted are subject to attainment upon completion of the performance-period and will vest in full upon certification of the rTSR performance by the Compensation Committee in February 2029. All RSUs granted pursuant to this section are subject to the terms and conditions of the 2020 Omnibus Plan, as amended.

One-Time Inducement Performance-Based Award

Insight intends to award you a one-time inducement grant of performance-based RSUs on April 15th—subject to all necessary approvals having been obtained before the intended grant date. The value of the proposed award will be USD \$10,000,000. The performance metric for these shares is Absolute Total Shareholder Return ("aTSR"). The number of performance-based RSUs granted at target (100%) attainment will be calculated based on the closing stock price of NSIT on the date of grant.

The performance period runs from April 15, 2026 through April 15, 2029. The number of shares granted are subject to attainment of three pre-established stock price tiers. Attaining the first price tier will earn 50% of the target RSUs. The second price tier will earn an additional 50% of the target RSUs. The third price tier will earn an additional 100% of the target RSUs. Once a tier is reached, the corresponding target percentage will be deemed earned as of the date that the stock price remains above the floor of the price tier for twenty (20) consecutive trading days. In all cases, any earned stock will vest on April 15, 2029. Other key features of the grant are as follows:

- No Interpolation: Achievement is determined solely by the attainment of the specific Share Price Goals. Amounts between tiers do not earn any portion of the RSUs.
- Closing Price Only: Achievement is measured exclusively by the Closing Prices over the required period. Intraday prices (e.g., intraday highs) are disregarded.
- No Closing Price Rounding: The actual NSIT Closing Prices used to determine performance against the Tier levels will not be rounded to the nearest dollar. The Closing Prices must be at or above the applicable Share Price Goal to satisfy a tier. As explained below, the Share Price Goals are rounded to the nearest dollar.

Stock price tiers will be determined based on the NSIT closing price on April 15, 2026. To qualify for a tier during the performance cycle, the stock must meet both the growth percentage and the minimum price threshold as outlined below (rounded to the nearest dollar):

- Tier 1: 118% growth (Minimum price: \$100)
- Tier 2: 160% growth (Minimum price: \$135)
- Tier 3: 200% growth (Minimum price of \$135 still applies)

The tiers with various examples are illustrated below:

Stock Price Tiers	Minimum Stock Price Growth Required	PSUs Earned (% of Target)	In the table below, find examples of possible NSIT Closing Prices on April 15, 2026 (bolded) and below that, corresponding Tier Share Price Goals (unbolded); the Share Price Goals are rounded to the nearest dollar.			
			\$75	\$85	\$90	\$100
Tier 1	118%	50%	\$100	\$100	\$106	\$118
Tier 2	160%	An additional 50% (or 100% in total)	\$135	\$135*	\$144	\$160
Tier 3	200%	An additional 100% (or 200% in total)	\$150	\$170	\$180	\$200

* Although the calculated value is \$136, we have adjusted it to \$135 to remain consistent with Jack's original CEO Pay Proposal, provided by Meridian. If \$135 is achieved, Tier 2 will be earned, even though it is slightly short of the growth requirement of 160%.

Once earned, the RSUs remain subject to vesting (on April 15, 2029) and are subject to the terms and conditions of the 2020 Omnibus Plan, as amended. Subsequent share price declines do not reduce previously earned RSUs.

OUR VALUES

We expect all teammates to embody our core values in their daily work. I will follow up with a guide detailing the specific behaviors associated with each value.

Hunger

We are change agents, united in our passion to improve everyday and deliver outstanding results for our clients, partners and Insight.

Heart

We are teammates. We take care of each other, our clients and our communities.

Harmony

We are a team of diverse individuals who value inclusivity and create meaningful connections so we can win together.

BENEFITS

As a new teammate, you're eligible for our many benefit plans. Please refer to the 2026 Benefit Enrollment Guide, which I will send to you electronically. You can enroll after you have started work and have access to Insight's intranet. Please remember you'll need to enroll by the 30th day after your start date. Benefits are effective on the first of the month after completing 30 days.

If you enroll in a qualified medical plan and complete your wellness requirements, we'll fund a Health Savings Account for you. That money is yours and can pay for qualified medical expenses. It's a great account because it's yours forever, it offers significant tax advantages and it can grow over time.

You'll automatically be enrolled in Insight's 401(k) Plan at a 3% contribution rate. The 3% deduction starts approximately 30 days following your hire date, unless you opt out or choose a different contribution percentage. Insight's 401(k) record-keeper is Fidelity, and in addition to a strong fund line-up, we offer company match contributions, Roth contributions, voluntary after-tax contributions, Roth in-plan conversions, and a self-directed brokerage account. Please note that our plan does not offer an annual true-up feature.

For your information, along with our 401(k), U.S.-based Insight teammates are also eligible to participate in our Student Debt Retirement Savings Match program. This program allows teammates to receive company match contributions towards student loans payments, as if they were 401(k) contributions.

VACATION

Insight does not have a set vacation allocation for its senior leaders. You will take the time off that you need, notifying the Board of Directors of your absence, and letting your direct reports know you will be out of office.

CONTINGENCIES

By signing and returning this letter, you represent to us that you are not restricted by any agreement with any other company that prohibits you from working for Insight or limits your ability to carry out the duties of the position we are offering you at Insight. If you are a party to such an agreement, you acknowledge that your obligations under such agreement are personal to you and are not the responsibility of Insight. In addition, Insight may make its offer of employment contingent upon successful resolution of any restrictions arising out of your work for a previous employer.

You also agree that you have not taken and are not in possession of any information from any other company that is marked as confidential and/or proprietary or which you have reason to believe is confidential and/or proprietary ("Prior Employer Proprietary Information"). Insight prohibits the use of Prior Employer Proprietary Information unless the owner of such Prior Employer Proprietary Information expressly authorizes Insight to use it, or it is otherwise proper for Insight to use such information. We require that you do not use Prior Employer Proprietary Information in carrying out your duties at Insight and do not disclose Prior Employer Proprietary Information to Insight. By signing and returning this letter, you agree to abide by these restrictions.

This offer is contingent upon you signing the Employment, Confidentiality, Restrictive Covenant, and Arbitration Agreement, and other policies and agreements included in the onboarding process. This offer is also contingent upon you passing a pre-employment drug screen and background check.

Federal law requires you to complete a Form I-9 on or before your start date after you've accepted an offer of employment. A link to complete section 1 of the form will be sent to you along with your onboarding paperwork. To complete the form, Insight must obtain identification and employment eligibility documentation within three (3) business days of your hire date. Please bring original

Exhibit 10.3

documents to verify both your identity and eligibility to work. Please refer to the I-9 link for a list of permissible documents. You must bring with you either one (1) document from List A; **or** one (1)

document from List B **and** one (1) document from List C. Failure to provide these documents within three (3) business days of your hire date will result in the suspension and/or termination of employment.

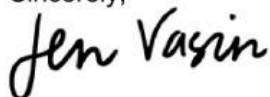
EMPLOYMENT RELATIONSHIP

During your employment, you must adhere to the company's policies and procedures located on the Policy Center of the company's intranet. These policies may be modified periodically at the discretion of the Insight executive team. Subject to the terms of your Executive Employment Agreement, Employment with the company is at-will, which means that either you or Insight may terminate the employment relationship at any time, and with or without cause. This letter is not an express or implied contract for employment for any period.

EMPLOYMENT AGREEMENT

In addition to this Offer Letter, we will provide you with your Executive Employment Agreement, which contains additional terms and conditions related to your specific role as Chief Executive Officer. We have agreed to reimburse you up to \$25,000 for any legal fees incurred in your review of the Offer Letter and Executive Employment Agreement. I will work with you on the reimbursement process during your onboarding. Together, the Offer Letter and the Executive Employment Agreement set forth the entire agreement of the parties and supersede all prior agreements, negotiations, understandings and covenants (except as otherwise provided herein) with respect to the subject matter hereof.

Sincerely,

A handwritten signature in black ink that reads "Jen Vasin".

Jen Vasin
Chief Human Resources Officer

OFFER ACCEPTANCE

This letter is an offer of employment and not an employment contract. Your signature below indicates your acceptance of our offer of at-will employment pursuant to the terms and conditions set forth in this letter, the terms of the Executive Employment Agreement and Insight's policies. We are looking forward to working with you.

/s/ Jack Azagury
Jacob (aka Jack) Azagury

March 23, 2026
Date

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this “Agreement”) is entered into as of March 20, 2026 by and between Karim Adatia (“Executive”), an individual, and Insight Enterprises, Inc., (the “Company”) (together, the “Parties”).

WHEREAS, the Company desires to promote and employ Executive on a full-time basis and the Executive desires to be so employed, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive agree as follows:

1. **Position and Title.** The Company will employ Executive as its Senior Vice President, General Counsel and Corporate Secretary, reporting to the Company’s Chief Executive Officer, and Executive accepts employment to serve in such capacity, all upon the terms and conditions set forth in this Agreement.

2. **Employment Commencement Date.** Executive will commence his employment as Senior Vice President, General Counsel and Corporate Secretary of the Company under the terms of this Agreement effective April 1, 2026 (the “Commencement Date”). This Agreement shall replace Executive’s current employment agreement, if any, as of the Commencement Date.

3. **Duties and Responsibilities.** Executive shall have such duties and responsibilities as are consistent with Executive’s position as Senior Vice President, General Counsel and Corporate Secretary of the Company, as determined by the Chief Executive Officer of the Company. Executive shall perform his duties faithfully and to the best of his ability and shall devote the whole of his professional time, attention and energies to the performance of his work responsibilities. Executive shall not serve on the Boards of Directors of any other public, private or non-profit company or entity without the consent of the Chief Executive Officer.

4. **Location.** The location of Executive’s principal place of employment shall be in the Company’s principal executive offices in Chandler, Arizona; provided, however, that Executive shall travel and perform occasional services outside of this area as reasonably required for the proper performance of Executive’s duties under this Agreement.

5. **Term.** Subject to the provisions for earlier termination set forth in Section 7, the term of Executive’s employment hereunder shall commence on the Commencement Date and continue for the period of one (1) year following the Commencement Date (the “Initial Term”). The Initial Term will automatically renew for additional, successive one (1)-year periods (each a “Renewal Term”) unless either party provides written notice of such party’s intent not to continue this Agreement no less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be (the Initial Term and any Renewal Terms shall be referred to herein as the “Term”). If this notice of non-renewal is given, the Agreement shall immediately cease to renew and shall terminate naturally at the end of the then-current Renewal

Term; provided, however, that the Company's decision to provide notice of non-renewal shall be treated as a termination without Cause pursuant to Section 8(c) herein.

6. **Compensation.**

(a) **Base Salary.** During the Term, the Company shall pay to Executive an annualized base salary, payable in accordance with the Company's payroll practices in effect from time to time, at the rate of \$410,000 per year (the "Base Salary").

(b) **Incentive Compensation.** Executive will participate in the Company's Annual Cash Incentive Plan (the "Incentive Plan") and the bonus target will be at 55% of Executive's base salary, at 100% attainment of objectives and payable on the date that the Company pays annual Incentive Plan payments to other employees. The Company reserves the right to change the terms and conditions of the Incentive Plan.

(c) **Equity Participation.** For 2026, Executive will participate in annual service-based and performance-based restricted stock unit ("RSU") incentive plans in the same percentages as other senior executives of the Company with an expected total value of \$500,000. The design and awards under any such future plans are at the discretion of the Insight Board of Directors Compensation Committee. The RSU grants will be subject to the terms and conditions of the Insight Enterprises, Inc. 2020 Omnibus Plan, as amended (the "Equity Plan"), and the applicable agreements evidencing the grant.

(d) **Employee Benefits.** During the Term, Executive shall be eligible to participate in all health benefits, insurance programs, retirement plans and other employee benefit plans and programs generally available to other executive employees of the Company.

(e) **Business Expenses.** During the Term, Executive shall be entitled to reimbursement for reasonable business expenses incurred in the performance of his duties hereunder and in accordance with the Company's expense reimbursement policies as they exist from time to time.

(f) **Vacation.** Executive shall be entitled participate in the Company's Flexible Vacation Program in accordance with the Company's policies and procedures applicable to other executive employees of the Company.

7. **Termination of Employment.** Prior to the expiration of the Term, Executive's employment under this Agreement shall terminate:

(a) Immediately upon the death of Executive;

(b) After ten (10) days' written notice by the Company to Executive on account of Executive's Disability. "Disability" means that Executive with or without any accommodation required by law is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company. The effective date

of Executive's Disability is the last day of the third month for which Executive receives the income replacement benefits;

(c) After ten (10) days' written notice by the Company to Executive stating that Executive's employment is being terminated without "Cause" (as defined below) or due to non-renewal of the Agreement.

(d) After ten (10) days' written notice by the Executive to the Company stating that Executive is resigning from his employment with the Company for any reason other than "Good Reason" (as defined herein).

(e) Immediately upon written notice by the Company to Executive for Cause. For purposes of this Agreement, "Cause" shall be defined as:

(i) the misappropriation (or attempted misappropriation) of any of the Company's funds or property;

(ii) Executive's indictment for or conviction of a felony or plea of guilty or nolo contendere to a felony charge;

(iii) repeated willful and significant neglect of duties;

(iv) acts of material dishonesty toward the Company;

(v) repeated material violation of any material written policy with respect to the Company's business or operations;

(vi) repeated significant deficiencies with respect to performance objectives assigned by the Chief Executive Officer of the Company; or

(vii) Executive's material breach of this Agreement (after notice and an opportunity to cure).

(f) As provided in this Section 7(f), upon written notice by Executive to the Company stating that Executive is resigning from his employment with the Company for "Good Reason." For purposes of this Agreement, "Good Reason" shall be defined as:

(i) a material diminution in Executive's authority, duties or responsibilities without his consent;

(ii) a material reduction in Executive's Base Salary, other than as part of a Company salary reduction program that includes senior executives of the Company;

(iii) any material act or acts of dishonesty by the Company directed toward or affecting Executive;

(iv) any illegal act or instruction directly affecting Executive by Company, which is not withdrawn after the Company is notified of the illegality by Executive; or

- (v) the Company's material breach of this Agreement;

provided, however, that Executive must resign within 180 days of the initial occurrence of any of the foregoing circumstances and must provide written notice to the Chief Executive Officer of the facts and circumstances Executive alleges constitute Good Reason within ninety (90) days of the first occurrence of such fact or circumstance or Executive shall be deemed to have waived Executive's right to terminate for Good Reason with respect to any such facts or circumstances; provided, further, that none of the actions set forth in (i)-(v) above shall constitute Good Reason if the action is cured or otherwise remedied by the Company within thirty (30) business days after receiving written notice from the Executive.

8. **Compensation in the Event of Termination.**

(a) **Cause or Resignation.** If Executive's employment terminates under Paragraph 7(d) or (e), Executive shall receive (i) payment of any earned but unpaid Base Salary earned up to and including the date of termination, and (ii) reimbursement of any unreimbursed business expenses (together, the "Accrued Obligations").

(b) **Death or Disability.** If Executive's employment terminates under Paragraph 7(a) or (b), Executive, or Executive's estate, if applicable, shall receive the Accrued Obligations and any vested benefits Executive, or Executive's estate, may be entitled to receive under any Company disability or insurance plan or other applicable employee benefit plan. Executive or Executive's estate, as the case may be, also shall be entitled to receive the following, provided that (i) Executive or Executive's estate, if applicable, has timely executed (and not revoked) a general release and waiver of all claims in a form acceptable to the Company and substantially similar to Exhibit B hereto ("General Release") and (ii) any period of revocation applicable to such General Release has passed:

(i) A single lump sum payment equal to ninety (90) days of Executive's Base Salary as in effect on the date of Executive's death or Disability;

(ii) Any incentive compensation earned, in accordance with the applicable terms and conditions of the Incentive Plan, in the calendar year prior to termination of employment that has not been paid to Executive; and

(iii) With respect to any Incentive Plan with annual objectives, a single lump sum cash payment in an amount equal to a prorated portion (based on the number of calendar days that have elapsed during the year) of the payment to which Executive would be entitled under the Incentive Plan (had Executive's death or Disability not occurred) for the calendar year in which Executive died or became Disabled.

The payment to which Executive or Executive's estate is entitled pursuant to paragraph (i) will be paid within thirty (30) days of Executive's death or the effective date of Executive's Disability, as the case may be. The payments to which Executive is entitled pursuant to paragraphs (ii) and (iii) shall be made within the time period described in the applicable Incentive Plan. In no event will the payments due pursuant to paragraphs (i) or (ii) be made later than March 15 of the year following the year in which Executive dies or the effective date of Executive's Disability occurs.

(c) **Without Cause or by Executive for Good Reason.** If Executive's employment terminates prior to the expiration of the Term under Paragraph 7(c) or (f), Executive shall receive the Accrued Obligations. Executive also shall be entitled to receive the following:

(i) severance pay in an amount equal to 100% of Executive's Base Salary in effect on the date Executive's employment is terminated (the "Severance Payment"); if, however, the reason triggering a resignation for Good Reason is a reduction in Executive's Base Salary, the severance pay will be calculated without regard to any such reduction; and

(ii) any incentive compensation earned, in accordance with the applicable terms and conditions of the Incentive Plan, in the calendar year prior to termination of employment that has not been paid to Executive; and

(iii) with respect to any Incentive Plan with annual objectives, a prorated portion (based on the number of calendar days that have elapsed during the year) of the payment to which Executive would be entitled under the Incentive Plan (had Executive's employment not been terminated) for the calendar year in which Executive's employment is terminated; and

(iv) continued life, disability, accident and group health and dental insurance benefits, at substantially the levels Executive was receiving immediately prior to Executive's termination of employment, for a period of time expiring upon the earlier of: (1) the end of the period of twelve (12) months following Executive's Separation from Service, or (2) the day on which Executive becomes eligible to receive any substantially similar benefits under any plan or program of any other employer or source without being required to pay any premium with respect thereto. Company will satisfy the obligation to provide the health and dental insurance benefits pursuant to this Section 8(c)(iii) by either paying for or reimbursing Executive for the actual cost of COBRA coverage (and Executive shall cooperate with Company in all respects in securing and maintaining such benefits, including exercising all appropriate COBRA elections and complying with all terms and conditions of such coverage in a manner to minimize the cost). Similarly, Company will reimburse Executive for the cost of comparable coverage for all other insurance benefits that are not subject to the COBRA continuation rules. It will be Executive's responsibility to procure such benefits, and Company will promptly reimburse Executive for the premiums for such benefits in the specified amount upon Executive's submission of an invoice or other acceptable proof of payment. Company's obligation under this paragraph will cease with respect to a particular type of coverage when and if Executive becomes eligible to receive substantially similar coverage with a successor employer.

Subject to Section 15 herein, the Severance Payment will be paid in equal installments over a period of twelve (12) months in accordance with the Company's regular paydays and commencing on the Company's first regular payday that falls at least sixty (60) days following Executive's termination of employment; provided that (i) Executive has timely executed (and not revoked) a general release and waiver of all claims in a form acceptable to the Company ("General Release") and (ii) any period of revocation applicable to such General Release has passed; provided, further, that the General Release shall be made available to Executive no later than five (5) days following the date of Executive's termination of employment under Sections 7(c) or (f) herein. As shall be further described in the General Release, Executive shall have either twenty-one (21) or forty-five (45) days following receipt of the General Release to consider its execution

and seven (7) days following the execution of the General Release to revoke it. If Executive fails to execute the General Release in a timely manner, or revokes the General Release, the benefits provided pursuant to this Section 8(c) (other than the Accrued Obligations) will not be due.

9. **Change in Control of Company.**

(a) **Eligibility to Receive Benefits.** If a Change in Control (as defined in Section 9(c)) occurs, Executive shall be entitled to the benefits provided in Section 9(b) if, prior to the expiration of twelve (12) months after the Change in Control (i) Executive terminates employment with the Company for Good Reason in accordance with the requirements of Section 7(f) or (ii) the Company terminates Executive's employment without Cause pursuant to Section 7(c).

(b) **Receipt of Benefits.** If Executive is entitled to receive benefits pursuant to Section 9(a) hereof, Executive shall receive, in addition to the Accrued Obligations:

(i) severance pay in an amount equal to: (a) 100% of the Executive's highest annualized Base Salary in effect on any date during the Initial Term or any Renewal Term, and

(ii) any incentive compensation earned, in accordance with the applicable terms and conditions of the Incentive Plan, in the calendar year prior to termination of employment that has not been paid to Executive and a prorated portion (based on the number of calendar days that have elapsed during the year) of the payment to which Executive would be entitled under the Incentive Plan (had Executive's employment not been terminated) for the calendar year in which Executive's employment is terminated;

(iii) Executive shall be entitled to continue to receive life, disability, accident and group health and dental insurance benefits, at substantially the levels Executive was receiving immediately prior to Executive's termination of employment, for a period of time expiring upon the earlier of: (1) the end of the period of twelve (12) months following Executive's Separation from Service, or (2) the day on which Executive becomes eligible to receive any substantially similar benefits under any plan or program of any other employer or source without being required to pay any premium with respect thereto. Company may satisfy the obligation to provide the health and dental insurance benefits pursuant to this Section 9(b)(ii) by either paying for or reimbursing Executive for the actual cost of COBRA coverage (and Executive shall cooperate with Company in all respects in securing and maintaining such benefits, including exercising all appropriate COBRA elections and complying with all terms and conditions of such coverage in a manner to minimize the cost). Similarly, Company will reimburse Executive for the cost of comparable coverage for all other insurance benefits that are not subject to the COBRA continuation rules. It will be Executive's responsibility to procure such benefits, and Company will promptly reimburse Executive for the premiums for such benefits in the specified amount upon Executive's submission of an invoice or other acceptable proof of payment. Company's obligation under this paragraph will cease with respect to a particular type of coverage when and if Executive becomes eligible to receive substantially similar coverage with a successor employer;

(iv) Executive shall be vested in any and all equity-based plans and agreements of Company in which Executive had an interest, vested or contingent. If applicable law prohibits such vesting, then Company shall pay to Executive in a single lump sum cash payment in an amount equal to the value of benefits and rights that would have, but for such prohibition, been vested in Executive.

(v) Subject to Section 15 herein, the benefits provided pursuant to this Section 9(b) (other than the Accrued Obligations) will be paid in a single lump sum on the Company's first regular payday that falls at least sixty (60) days following Executive's termination of employment; provided that (1) Executive has timely executed (and not revoked) a General Release and (2) any period of revocation applicable to such General Release has passed; provided, further, that the General Release shall be made available to Executive no later than five (5) days following the date of Executive's termination of employment under Sections 7(c) or (f) herein. As shall be further described in the General Release, Executive shall have either twenty-one (21) or forty-five (45) days following receipt of the General Release to consider its execution and seven (7) days following the execution of the General Release to revoke it. If Executive fails to execute the General Release in a timely manner, or revokes the General Release, the benefits provided by this Section 9(b) (other than the Accrued Obligations) will not be due. The Incentive Plan payments to which Executive is entitled for the year or quarter of the Executive's termination shall be made within the time period described in the applicable Incentive Plan, provided Executive has timely executed and not revoked a General Release as described above. In no event will the Incentive Plan payments be made later than March 15 of the year following the year in which Executive's employment is terminated.

(c) **Change in Control Defined.** For purposes of this Agreement, "Change in Control" shall have the meaning set forth in the Equity Plan.

(d) **Cap on Payments.**

(i) **General Rules.** The Internal Revenue Code (the "Code") imposes significant tax consequences on Executive and Company if the total payments made to Executive due, or deemed due, to a "change in control" (as such term is defined in Section 280G(b)(2)(A)(i) of the Code and the regulations adopted thereunder) exceed prescribed limits. For example, if Executive's "Base Period Income" is \$100,000 and Executive's "Total Payments" exceed 299% of such Base Period Income (the "Cap"), Executive will be subject to an excise tax under Section 4999 of the Code of 20% of all amounts paid to Executive in excess of \$100,000. In other words, if Executive's Cap is \$299,999, Executive will not be subject to an excise tax if Executive receives exactly \$299,999. If Executive receives \$300,000, Executive will be subject to an excise tax of \$40,000 (20% of \$200,000).

(ii) **Reduction of Payments.** Subject to the exception described in Section 9(d)(iii), in order to avoid the excise tax imposed by Section 4999 of the Code, one or more of the payments or benefits to which Executive is entitled that is not subject to Section 409A of the Code shall be reduced until the Total Payments equal the Cap. For purposes of this limitation:

(1) No portion of the Total Payments shall be taken into account which, in the opinion of the Consultant retained pursuant to Section 9(d)(iv), does not constitute a “parachute payment” within the meaning of Section 280G(b)(2) of the Code;

(2) A payment shall be reduced only to the extent necessary so that the Total Payments constitute reasonable compensation for services actually rendered within the meaning of Section 280G(b)(4) of the Code or are otherwise not subject to disallowance as deductions, in the opinion of the Consultant; and

(3) The value of any non-cash benefit or any deferred payment of benefit included in the Total Payments shall be determined in accordance with Section 280G of the Code and the regulations issued thereunder.

(4) If after the reductions called for by the preceding provisions of this Section 9(d)(ii), the Total Payments continue to exceed the Cap, the payments or benefits to which, Executive is entitled and which are subject to Section 409A shall be reduced proportionally until the Total Payments equal the Cap.

(iii) **Exception.** The payment limitation called for by Section 9(d)(ii) shall not apply if Executive determines that Executive would prefer to receive the “Uncapped Benefit” rather than reduce the Total Payments in the manner outlined in Section 9(d)(ii). In the event Executive elects to receive the Uncapped Benefit, Executive will be solely responsible for any excise tax imposed by Section 4999 of the Code. The Consultant selected pursuant to Section 9(d)(iv) will calculate Executive’s Uncapped Benefit and Executive’s Capped Benefit. For this purpose, the “Uncapped Benefit” is equal to the Total Payments to which Executive is entitled prior to the application of Section 9(d)(ii). Executive’s “Capped Benefit” is the amount to which Executive will be entitled after application of the limitations of Section 9(d)(ii).

(iv) **Consultant.** Company will retain a “Consultant” to advise Company with respect to the applicability of any Section 4999 excise tax with respect to Executive’s Total Payments. The Consultant shall be a law firm, a certified public accounting firm, and/or a firm nationally recognized as providing executive compensation consulting services. All determinations concerning Executive’s Capped Benefit and Executive’s Uncapped Benefit (as well as any assumptions to be used in making such determinations) shall be made by the Consultant selected pursuant to this Section 9(d)(iv). The Consultant shall provide Executive and Company with a written explanation of its conclusions. All fees and expenses of the Consultant shall be borne by Company. The Consultant’s determination shall be binding on Executive and Company.

(v) **Special Definitions.** For purposes of this Section 9(d), the following specialized terms will have the following meanings:

(1) **“Base Period Income.”** “Base Period Income” is an amount equal to Executive’s “annualized includable compensation” for the “base period” as defined in Sections 280G(d)(1) and (2) of the Code and the regulations adopted thereunder. Generally, Executive’s “annualized includable compensation” is the average of Executive’s

annual taxable income from Company for the “base period,” which is the five (5) calendar years prior to the year in which the change in control occurs.

(2) **“Cap” or “280G Cap.”** “Cap” or “280G Cap” shall mean an amount equal to 2.99 times Executive’s Base Period Income. This is the maximum amount which Executive may receive without becoming subject to the excise tax imposed by Section 4999 of the Code or which Company may pay without loss of deduction under Section 280G of the Code.

(3) **“Total Payments.”** The “Total Payments” include any “payments in the nature of compensation” (as defined in Section 280G of the Code and the regulations adopted thereunder), made pursuant to this Agreement or otherwise, to or for Executive’s benefit, the receipt of which is contingent or deemed contingent on a change in control and to which Section 280G of the Code applies.

(vi) **Effect of Repeal.** In the event that the provisions of Sections 280G and 4999 of the Code are repealed without succession, Section 9(d) shall be of no further force or effect.

(vii) **Employment by Successor.** For purposes of this Agreement, employment by a successor of Company or a successor of any subsidiary of Company that has assumed this Agreement shall be considered to be employment by Company or one of its subsidiaries. As a result, if Executive is employed by such a successor following a Change in Control, Executive will not be entitled to receive the benefits provided by Section 9 unless Executive’s employment with the successor is subsequently terminated without Cause or for Good Reason within twelve (12) months following the Change in Control.

10. **Confidentiality, Intellectual Property, Non-Solicitation, and Non-Competition Agreement.** As a condition of employment, Executive also must sign the Confidentiality, Intellectual Property, Non-Solicitation and Non-Competition Agreement, which is attached as Exhibit A to this Agreement.

11. **Applicable Law.** This Agreement and any disputes or claims arising hereunder shall be construed in accordance with, governed by and enforced under the laws of the State of Arizona without regard for any rules of conflicts of law.

12. **Company Policies.**

(a) **General Company Policies.** Except where inconsistent with the terms of this Agreement, Executive agrees that Executive will be subject to, and comply with, the employment policies and procedures established by the Company from time to time.

(b) **Company Stock Ownership Guidelines.** Executive agrees that Executive will be subject to the Company’s stock ownership guidelines.

(c) **Clawback.** To the extent required by law or Company policy, the Company may require Executive to repay to the Company any bonus or other incentive-based or equity-based compensation paid to Executive.

13. **Section 16 of the Securities Exchange Act.** If, at the time Executive's employment is terminated for any reason, Executive is a person designated to file pursuant to Section 16 of the Securities Exchange Act of 1934 (the "1934 Act"), Executive will provide to the Company a written representation in a form acceptable to the Company that all reportable pre-termination securities transactions relating to Executive have been reported.

14. **Withholding.** The Company may effect withholdings from the payments due to Executive under this Agreement for the payment of taxes and other lawful withholdings or required employee contributions, in accordance with applicable law.

15. **Section 409A.**

(a) It is the intention of the Company and Executive that this Agreement not result in unfavorable tax consequences to Executive under Section 409A of the Code ("Section 409A"). To the extent applicable, it is intended that the Agreement comply with the provisions of Section 409A, but the Company does not warrant or guarantee that the Agreement is either excepted from the requirements of Section 409A or that the Agreement complies with Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Section 409A). The Company and Executive agree to work together in good faith in an effort to comply with Section 409A including, if necessary, amending this Agreement based on further guidance issued by the Internal Revenue Service from time to time, provided that the Company shall not be required to assume any increased economic burden. Executive remains solely responsible for any adverse tax consequences imposed upon Executive by Section 409A.

(b) Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of the Agreement and no payments shall be due to Executive under the Agreement which are payable upon his termination of employment until he would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A.

(c) To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided upon Executive's termination of employment pursuant to the Agreement during the six-month period immediately following Executive's termination of employment shall instead be paid within thirty (30) days following the first business day after the date that is six months following his termination of employment (or upon his death, if earlier). If it is determined that all or a portion of the payments due pursuant to this Agreement are subject to Section 409A of the Code, and if the General Release consideration period and revocation period spans two calendar years, the payments provided pursuant to this Agreement that are subject to Section 409A shall not begin until the second calendar year. Executive may not elect the taxable year of the distribution. In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided to the Executive pursuant to this Agreement shall be construed as a separate identified payment for purposes of Section 409A.

(d) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code), (i) any such expense reimbursement shall be made by the Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year.

16. **Dispute Resolution.** The Parties agree that any controversy, dispute or claim arising out of or relating to the Agreement or breach thereof, including without limitation Executive's employment with or separation of employment from Company, and all claims, to the extent allowable by law, that Company or any of its representatives engaged in conduct prohibited on any basis under any federal, state, or local statute, including federal or state discrimination statutes or public policy, shall be resolved by final, binding and conclusive arbitration in Maricopa County, Arizona, with a sole arbitrator to be mutually agreed upon by the Parties. The Parties shall bear equally the cost of the arbitrator. The arbitration shall occur within thirty (30) days of selection of the arbitrator and shall be administered by the American Arbitration Association under its Employment Arbitration Rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration award may, in the discretion of the arbitrator, include reasonable attorneys' fees and costs of the prevailing party. "Attorneys' fees and costs" mean all reasonable pre-award expenses, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone costs, witness fees and attorneys' fees. Any award of attorney's fees and costs to which Executive may be entitled shall be paid by Company, on or before December 31 of the calendar year following the year of the conclusion of the arbitration. Either party may apply to the arbitrator to seek injunctive relief until the arbitration award is rendered or the matter is otherwise resolved. Either party also may, without waiving any remedy under the Agreement, seek from any court having jurisdiction any interim or provisional relief, including a temporary restraining order, an injunction both preliminary and final, and any other appropriate equitable relief, that is necessary to protect the rights or property of that party, pending the retention of the arbitrator.

17. **No Conflict.** Executive hereby represents and warrants that Executive is under no conflicting duty or contractual or other legal obligation that would prevent Executive from executing this Agreement or performing the duties of Senior Vice President, General Counsel and Corporate Secretary for the Company.

18. **No Waivers.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such party thereafter from enforcing such provision or any other provision of this Agreement. Rights granted the parties hereto herein are cumulative and the election of one shall not constitute a waiver of such party's right to assert all other legal remedies available under the circumstances.

19. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally or by local courier, (ii) upon confirmation of receipt when such notice or other communication is sent by facsimile, or (iii) one

day after timely delivery to an overnight delivery courier. The addresses for such notices shall be as follows:

TO THE COMPANY:

Insight Enterprises, Inc.
Attn: Chief Executive Officer
2701 E. Insight Way
Chandler, Arizona 85286

TO EXECUTIVE:

At the most recent address on file in the records of the Company.

20. **Severability**. The provisions of this Agreement are severable and if any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts thereof, shall not be affected thereby unless as a result of such severing the remaining provisions or enforceable parts do not substantially reflect the intention of the parties in entering into this Agreement.

21. **Successors and Assigns**. This is an agreement for personal services and may not be assigned by Executive. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon their successors, heirs and assigns, including the survivor upon any merger, consolidation or combination of the Company with any other entity.

22. **Entire Agreement and Amendments**. This Agreement sets forth the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, understandings and covenants (except as otherwise provided herein) with respect to the subject matter hereof, including any offer letter provided to Executive. This Agreement may be amended, modified or canceled only by mutual agreement of the parties and only in writing.

23. **Counterparts**. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INSIGHT ENTERPRISES, INC.

KARIM ADATIA

/s/ Joyce Mullen

By: Joyce A. Mullen

Its: Chief Executive Officer

/s/ Karim Adatia

EXHIBIT A

This Employment, Confidentiality, Restrictive Covenant, and Arbitration Agreement (“Agreement”) is made and entered into as of March 20, 2026 by and between Insight Enterprises, Inc., or, if applicable, one of its subsidiaries such as Insight Direct USA, Inc. or Insight Public Sector, Inc. (collectively or individually, as applicable, “Insight”) and Karim Adatia (“Employee”).

RECITALS

A. Insight and Employee agree to enter into this integrated Agreement to streamline and unify their obligations and commitments into a single agreement.

B. Employee understands and agrees that:

- this Agreement and its three Attachments contain defined terms – indicated with initial capitalized letters – and the Attachments are an integral part of and incorporated into this Agreement;
- Insight and Employee are sometimes referred to individually as a Party and collectively as the Parties; and
- for this Agreement to become effective, Employee must sign the Agreement via electronic signature thereby acknowledging the three Attachments.

AGREEMENT

THEREFORE, in consideration of the mutual agreements of Insight and Employee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Consideration.** Employee’s employment or continuing employment with Insight, the right to participate in the current incentive compensation program and/or merit program and the mutual promises in this Agreement are consideration for this Agreement. As additional consideration for this Agreement, Insight will provide Employee with the opportunity to participate in Insight’s current and future compensation and benefit programs; access to Client relationships that enhance Employee’s opportunities with Insight; specialized training in information technology and sales programs; and access to Insight’s Trade Secrets, Confidentiality and Proprietary information, and Third-Party Information.

2. **Employment At-Will.** Subject to the terms of Employee’s Executive Employment Agreement, Employee understands and agrees that Employee’s employment with Insight is at-will and may be terminated by either Party at any time with or without cause, and with or without notice. Nothing in this Agreement, nor any subsequent modification, shall confer upon Employee any right to continued employment with Insight or shall interfere with or restrain in any way the right of either Party to terminate the employment relationship at any time, with or without cause, and with or without notice. Only the President of Insight has the authority to alter this at-will provision, which can only be done through a written agreement, signed by the President of Insight.

3. **Arbitration.** The Parties agree that to the fullest extent permitted by law, any claims Employee has or may have against Insight or that Insight has or may have against Employee shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act as provided for in Section 16 of Employee's Executive Employment Agreement.

4. **Invention Assignment and Proprietary Rights.** Employee covenants and agrees the Parties' rights and obligations with respect to Creations, Invention Assignment, and Proprietary Rights are set forth in **Attachment A**, and Employee has read, understands, and agrees to **Attachment A**.

5. **Employee Acknowledgments.** Employee understands and agrees:

- that the agreements and restrictive covenants contained in this Agreement are justified by legitimate and protectable business interests, including protecting Insight's: i) investments in, and relationships with Insight employees, Clients, and Potential Clients; ii) goodwill; iii) Trade Secrets and Confidential and Proprietary Information, and Third-Party Information; and iv) specialized training for employees;
- that the covenants contained in this Agreement are reasonably necessary to protect Insight's legitimate business interests;
- Insight's Trade Secrets and Confidential and Proprietary Information are special and unique assets, to which Employee has or will have access, and need to be protected from improper disclosure and unauthorized use to prevent damage to Insight;
- Insight's business is not geographically restricted, is often unrelated to the physical location of the facilities or locations of Insight, its Clients, or Competing Businesses, and the sale of Insight's products and services is facilitated by the extensive use of the Internet, telephones, electronic mail, facsimile transmissions, and other means of electronic information, service delivery, and product distribution;
- if employment is terminated for any reason, Employee will be able to earn a livelihood without violating the post-employment restrictive covenants in this Agreement; and
- Employee's ability to earn a livelihood without violating the restrictions is a material condition to Insight's entering this Agreement and employing Employee.

6. **Trade Secrets and Confidential and Proprietary Information.** Employee covenants and agrees:

- to protect and preserve the confidentiality of Insight's Trade Secrets, Insight's Confidential and Proprietary Information, and Third-Party Information; and
- the Parties' rights and obligations with respect to this subject matter are set forth more fully in **Attachment B**, and Employee has read, understands, and agrees to **Attachment B**.

7. **Restrictive Covenants.** Unless a particular covenant in this Section is limited or modified by applicable law, Employee covenants and agrees that, without the prior written consent of Insight, Employee will not, directly or indirectly:

7.1 Engage in a Competing Business while employed by Insight;

7.2 Engage in a Competing Business in the Restricted Territory for the Specified Duration after Employee's employment with Insight terminates;

7.3 On behalf, or for the benefit of, a Competing Business, Solicit or accept business from any Client or Potential Client for any transaction other than for the benefit of Insight while Insight employs Employee or for the Specified Period; and

7.4 On behalf, or for the benefit of, a Competing Business, Solicit an Insight employee to end or terminate employment with Insight or hire any such individual while Insight employs Employee or for the Specified Period.

Employee further covenants and agrees: i) the foregoing covenants and their limitations and modifications, if any, are set forth more fully in **Attachment C**, which defines the applicable scope, geographic, and temporal limitations of these covenants; ii) Employee has read, understands, and agrees to **Attachment D**; and iii) except as provided in **Attachment C**, Section 7.3 prohibits Employee from accepting or conducting business with a Client or Potential Client for the Specified Period even if the Client or Potential Client approaches Employee first and attempts to initiate business with Employee.

8. **Shortening of Statue of Limitations.** To the extent any law allows Employee to bring a legal claim against Insight, Employee agrees to bring any claim within the time provided by law or no later than six (6) months from the date of the event forming the basis of the claim, whichever expires first. To the fullest extent permitted by law, Employee recognizes and acknowledges that Employee is agreeing to bring any claim Employee may have within a shorter time than may otherwise be provided by law.

9. **Third-Party Beneficiary.** Employee and Insight agree that each Insight subsidiary and corporate affiliate is expressly intended to be a third-party beneficiary of this Agreement with full rights to enforce the obligations, rights, undertakings, and commitments under this Agreement and its Attachments.

10. **Entire Agreement.** This Agreement, including its Attachments, is the entire agreement of the Parties on these subject matters. Except as may exist in any Insight equity plan or compensation plan to which Employee is a participant, there are no other promises or conditions concerning this subject matter in any other agreement whether oral or written, and this Agreement supersedes any prior written or oral agreements between the Parties concerning these subject matters.

11. **Amendment.** This Agreement may only be amended by a writing signed by both Parties.

12. **Severability.** If any provision of this Agreement or its Attachments is held by a court of competent jurisdiction or arbitrator to be invalid or unenforceable, the remaining provisions of the Agreement and the Attachments shall continue to be valid and enforceable. If a court of competent

jurisdiction or arbitrator finds that any provision of this Agreement or its Attachments is invalid or unenforceable, but that by limiting, editing, or revising such language, it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited, edited, or revised.

13. Attorneys' Fees. In any action seeking, in whole or in part, enforcement of the Agreement, challenging the enforceability of any provision of this Agreement, or for a breach or threatened breach of this Agreement, the prevailing Party will be entitled to recover its attorneys' fees and costs.

14. Waiver of Rights. If, on one or more occasions, either Party fails to insist that the other Party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such Party of any past, present, or future right granted under this Agreement, and the obligations of the Parties shall continue in full force and effect. Further, Insight's failure to seek to enforce a similar agreement with any other Insight employee shall not constitute a waiver of Insight's rights under this Agreements.

15. Governing Law. Section 3 of this Agreement shall be governed by and interpreted pursuant to the Federal Arbitration Act. Otherwise, the governing law for this Agreement and its Attachments shall be: i) the state in which Employee works if Employee works for Insight in Arizona, California, Florida, Illinois, Ohio, Texas, or Washington, without regard to such state's conflicts of law principles; or ii) Delaware, without regard to its conflicts of law principles, if Employee works in any state other than those listed in the preceding clause. The Parties agree that, in the event of a dispute, Insight's records indicating the state of employment for Employee shall be used to determine the governing law.

16. Enforcement of Restrictive Covenants. Employee understands and agrees that the breach by Employee of the restrictive covenants contained in Section 4, 6, or 7 of this Agreement, as more fully defined in Attachments A, B, and C, could not reasonably or adequately be fully compensated in damages in an action at law. Therefore, Insight shall be entitled, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting bond, to injunctive relief. The injunctive relief may include, but is not limited to, restraining Employee from rendering any service or making any disclosure that would breach any restrictive covenant in this Agreement. If Insight is successful in obtaining such injunctive relief, the duration of the restrictive covenant shall be tolled and computed from the date such relief is granted, reduced by the time period between termination of Employee's employment and the date of the first breach by Employee.

No remedy conferred by this Agreement (including this Section) is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing in law or in equity, by statute or otherwise. The election of any one or more remedies by Insight shall not constitute a waiver of the right to pursue other available remedies.

To the extent that any of the restrictive covenants contained in this Agreement conflict with any of Employee's obligations in Insight's compensation or equity plan agreements or plans, or contained in any separate agreements that Employee signed with Insight regarding the treatment

of confidential or proprietary information or containing any restrictive covenants, including, but not limited to, not to compete or not to solicit clients, customers, or employees, Employee acknowledges and agrees that Insight may seek to enforce all such covenants. But in the event of an irreconcilable conflict, Insight may choose, in its sole discretion, which covenant(s) it seeks to enforce. If any of the restrictive covenants contained in Section 4, 6, or 7 of this Agreement are deemed by a court of competent jurisdiction or arbitrator to be unenforceable under applicable law and incapable of being limited, edited, or revised to become valid and enforceable, then the restrictive covenants previously agreed to by Employee and Insight shall remain enforceable.

17. Successors and Assigns – Binding Effect. This Agreement shall not be assignable by Employee. The rights and obligations of the Parties under this Agreement shall be binding upon and shall inure to the benefit of Insight and Insight's successors and assigns. This Agreement may be enforced by Insight's assignee or successor.

18. Survival. Employee understands and agrees that the obligations, commitments, undertakings, and covenants set forth in this Agreement, including but not limited to those set forth in Sections 3, 4, 5, 6, 7 and 8 shall survive the termination of Employee's employment with Insight.

19. Voluntary Agreement; Legal Review; Counterparts. Employee agrees that Employee: i) has read and understands this Agreement and its Attachments in their entirety; ii) may before signing this Agreement, if Employee desires, obtain advice from legal counsel of Employee's choice to advise Employee on this Agreement; iii) has freely and voluntarily entered into this Agreement; and iv) understands this Agreement may be signed separately by each Party, electronically or physically, and may be transmitted via PDF, facsimile, or otherwise, and each signature page when combined with a copy of the preceding pages of this Agreement shall constitute the full agreement.

EMPLOYEE:

/s/ Karim Adatia
Employee Signature

Karim Adatia
Print Name

March 20, 2026
Date

INSIGHT:

By: /s/ Jen Vasin

Title: Chief Human Resources Officer

March 31, 2026
Date

ATTACHMENT A

INVENTION ASSIGNMENT AND PROPRIETARY RIGHTS AGREEMENT

1. **Assignment of Creations.** Employee covenants and agrees to hold in trust for the sole right and benefit of, and assigns to, Insight all right, title, and interest in and to any and all Creations that Employee creates or otherwise develops, alone, or in conjunction with others. Employee further covenants and agrees to assign to any third party, including the United States government, all Employee's right, title, and interest in and to any and all Creations whenever such assignment is required by a contract between Insight and such third party. Creation means any invention, discovery, idea, concept, design, process, work of authorship, client list, development or improvement (whether subject to copyright, trademark, or patent protection or reduced to practice by Employee), patent, copyright, or trademark: i) relating to any past, present, or reasonably anticipated business of Insight, and which is or was created or otherwise developed during Employee's employment with Insight; ii) which is or was created or otherwise developed while performing work for Insight; or iii) which is or was created or otherwise developed at any time using Insight's equipment, supplies, facilities, information, or proprietary rights, or other property.

1. **Inventions Retained.** Employee represents and warrants that all matters that Employee has created or otherwise developed prior to employment with Insight that Employee wishes to exclude as obligations to Insight under this Agreement are listed below. If no items are listed, Employee represents and warrants that there are no such matters to be excluded.

2. **Publicity.** Employee consents to any and all uses and displays, by Insight and Insight agents, employees, representatives, and licensees, of Employee's name, voice, likeness, image, appearance in, on, or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world created in connection with Employee's employment with Insight ("Images"), at any time during or after the period of Employee's employment by Insight. Employee acknowledges that Insight has an unconditional, non-exclusive, royalty-free right to use, reproduce, edit, market, store, distribute, communicate, transmit, and promote these Images, or any portion thereof, in connection with Insight or any of its products or services.

3. **Maintenance of Records.** Employee covenants and agrees to keep and maintain adequate and current written records of all Creations made by Employee. These shall be kept in the form of notes, sketches, drawings, and other notations which may be specified by Insight. These records shall be available to and remain the sole property of Insight at all times.

4. **Disclosure of Creations and Filings.** Employee covenants and agrees to disclose promptly to Insight in writing:

- all Creations created or otherwise developed by Employee alone or in conjunction with others, as well as any and all patent applications or copyright registrations filed by Employee during and within one (1) year after Employee's termination of employment with Insight; and
- any idea that Employee does not believe to be a Creation, but which is conceived, developed, or reduced to practice by Employee (alone or with others) while he or she is employed by Insight or during the one-year period following termination of Employee's employment. Employee will disclose the idea, along with all information and records pertaining to the idea, and Insight will examine the disclosure in confidence to determine if it is a Creation subject to this invention assignment agreement.

5. Post-Termination Presumption. Employee covenants and agrees that any invention, discovery, idea, writing, concept, design, process, work of authorship, client list, patent, copyright, trademark, or similar item or improvement shall be presumed to be a Creation if it is conceived, developed, used, sold, exploited, or reduced to practice by Employee or with Employee's aid within one (1) year after termination of Employee's employment. Employee can rebut this presumption if he or she proves that such work is not a Creation covered by this Agreement.

6. Assistance. During and after termination of employment, Employee covenants and agrees that:

- Employee will give Insight all the assistance reasonably required (at Insight's expense) to file for, maintain, protect, and enforce Insight's patents, copyrights, trademarks, trade secrets, and other rights in Creations, in any and all countries; and
- Employee will sign documents and do other acts that Insight determines necessary or desirable including, without limitation, giving evidence and testimony in support of Insight's rights under this Agreement.

7. Intellectual Property Rights in Works of Authorship. Employee acknowledges and agrees that any intellectual property rights in Creations that are works of authorship belong to Insight and are "works made for hire" within the definition of section 101 of the United States Copyright Acts of 1976, Title 17, United States Code. Insight, or any Insight direct or indirect licensees, shall not be obligated to: i) distribute any works made for hire; or ii) designate Employee as the author of any design, software, firmware, related documentation, or any other work of authorship when distributed publicly or otherwise.

8. Third-Parties' Rights. Employee covenants and agrees not to use or disclose to Insight or induce or cause Insight to use any intellectual property belonging to a third-party (i.e., other than Employee or Insight) without the prior written consent of the third-party. Employee agrees to indemnify, defend, and hold harmless Insight against any claims or losses caused by Employee's use or disclosure of a third-party's intellectual property.

9. Use of Other Matters. Employee covenants and agrees that if Employee uses Employee's own invention, discovery, idea, concept, design, process, work of authorship, client list, development, improvement (whether subject to copyright, trademark, or patent protection or

reduced to practice by Employee), patent, copyright, or trademark, in the performance of Employee's job with Insight, by doing so Employee automatically confers an unrestricted and irrevocable license to Insight to use freely all such matter(s) for Insight's benefit.

10. Exclusion. This invention assignment agreement does not apply to an invention for which no equipment, supplies, facilities, property, Trade Secret, or Confidential and Proprietary Information of Insight was used and which was developed entirely on the Employee's own time, unless: i) the invention relates, at the time of conception or reduction to practice, to the business of Insight, or to Insight's actual or demonstrably anticipated research or development; or ii) the invention results from any work performed by Employee for Insight.

ATTACHMENT B
TRADE SECRET AND CONFIDENTIALITY AGREEMENT

1. Definitions.

1.1 Trade Secrets. Trade Secrets means information that: i) derives actual or potential economic value because it is not being generally known to persons who can obtain economic value from its disclosure or use; ii) Insight makes reasonable efforts to keep secret; and iii) is not generally known or available to the public or the industry. Examples of Trade Secrets include, but are not limited to:

- the identity, phone number, email address, and other similar contact information of key contact persons for Insight clients, customers, and prospective clients and customers;
- lists of Insight clients, customers, and prospective clients and customers, and the key information regarding those entities and persons such as purchasing preferences, needs, and habits, nature and number of products, licenses, and services purchased, the expiration dates and terms of software licenses and hardware leases, contract information and negotiated terms, and the technology products and services such persons or entities use or favor;
- lists of key distributors, suppliers, vendors, and partners of Insight and the key information regarding those business relationships, such as key contact person(s) and contact information, special programs, and negotiated prices, terms and contracts, that are not otherwise disclosed;
- special pricing programs available to Insight and Insight's pricing, costs, discounts, margins, and profits for Insight products and services less than three (3) years old;
- all information of any kind related to the business of an Insight client, customer, or prospective client or customer obtained by an Insight employee in the last three (3) years and that has not been publicly disclosed by such person or entity;
- software developed by Insight;
- Insight's non-public strategic business and marketing initiatives, significant corporate events, projects, processes, or unique know-how;
- Insight's sales, business and marketing plans and forecasts less than three (3) years old;
- Insight's sales data and results before being reported and disclosed publicly;
- technical designs, drawings, schematics, and matters created or developed by Insight or a contracted vendor or partner;
- Insight's planned product and services offerings; and
- Insight's financial and accounting information less than three (3) years old.

1.2 Confidential and Proprietary Information. Confidential and Proprietary Information means information that is a valuable, special, and unique asset of Insight and that is not publicly available. Confidential and Proprietary Information may include Trade Secrets, but it is not necessarily limited to Trade Secrets. Examples of Confidential and Proprietary Information include, but are not limited to:

- Trade Secrets or items that would meet the definition of Trade Secrets other than the duration tied to the example above has passed, e.g., Insight pricing information or marketing plans that are more than three (3) years old;
- Insight's policy and systems manuals that are less than four (4) years old, but not including readily available information provided to current or former employees such as employee handbooks, policies, and benefit plans;
- Insight's benefits and compensation plans and strategies for supervisory employees that are less than three (3) years old;
- Insight's employee recruiting plans and strategies less than three (3) years old;
- legal files of or related to, Insight;
- Insight's funding, credit, investment, and lending policies, arrangements, or sources that are open or, if not open, less than three (3) years old;
- Insight's advertising and promotional ideas and strategies less than three (3) years old;
- Insight's market surveys and/or analyses that are less than three (3) years old; and
- other confidential information and records owned by or related to Insight.

1.3 Third-Party Information. Third-Party Information means trade secrets and confidential and proprietary information of or concerning Insight's clients, customers, and prospective clients and customers, business partners, vendors, distributors, and suppliers including, but not limited to, product and services information, sales figures, marketing strategies, plans, financial information, and other confidential information concerning those entities or businesses, whether protected by a nondisclosure agreement or not.

2. **Protection of Trade Secrets, Confidential and Proprietary Information, and Third-Party Information.** During and after employment with Insight, Employee covenants and agrees to protect and preserve the confidentiality of all Trade Secrets, Confidential and Proprietary Information, and Third-Party Information. Other than for the purpose for which such information was provided to Employee to perform services for the benefit of Insight, Employee further covenants and agrees that Employee will not, directly or indirectly, disclose, transfer, use, sell, publish, make available, exploit, or otherwise facilitate or permit the sale, transfer, use, publication, or exploitation of any Trade Secrets, Confidential and Proprietary Information, or Third-Party Information, other than to:

- an employee, officer, or director of Insight who, in the reasonable exercise of Employee's judgment, needs to know such Trade Secrets, Confidential and Proprietary Information, or Third-Party Information to perform Employee's duties; or
- a vendor, supplier, or strategic partner of Insight as long as Employee: i) receives approval from Employee's immediate supervisor before each disclosure; ii) ensures that each vendor, supplier, or strategic partner is bound by a non-disclosure agreement with Insight; and iii) ensures that there is no agreement between Insight and the affected Client that would prohibit the sharing of that particular information with the vendor, supplier, or strategic partner.

If Employee learns of a subpoena or effort to obtain a court or arbitrator order affecting such information, Employee covenants and agrees to provide immediate written notice of such effort or planned disclosure to the General Counsel of Insight Enterprises, Inc. to allow Insight to contest disclosure. Employee further covenants and agrees not to disclose such information until Insight's objection to disclosure, if any, is ruled upon and otherwise takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. If a court of competent jurisdiction or arbitrator rules that a Trade Secret is not a trade secret under applicable law but such information still qualifies as Confidential and Proprietary Information, the prohibitions against disclosing or using such Trade Secret in this Agreement shall expire four (4) years after Employee's termination from employment, or if the period of four (4) years is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then three (3) years after Employee's termination from employment.

3. Limitations.

3.1 The obligations set forth in Paragraph 2 shall cease for any particular Trade Secret, Confidential and Proprietary Information, or Third-Party Information when such information becomes generally known or available to the public or the industry other than by a disclosure in violation of this Agreement.

3.2 Employee understands and acknowledges that Employee is not prohibited from making disclosures of Trade Secrets that: i) are made: a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and b) solely for the purpose of reporting or investigating a suspected violation of law; or ii) is made in a complaint or other document filed in a court, administrative, or arbitral proceeding, if such filing is made under seal. If Employee files a lawsuit alleging retaliation by Insight for reporting a suspected violation of law, Employee may disclose Trade Secrets related to the suspected violation of law or alleged retaliation to Employee's attorney and use those Trade Secrets in the proceeding if Employee or Employee's attorney: i) files any document containing Trade Secrets under seal; and ii) does not disclose the Trade Secrets, except pursuant to court order. Insight provides this notice in compliance with the Defend Trade Secrets Act of 2016 and to avail itself of the full remedies in that act.

4. Return of Property. Employee covenants and agrees that, upon termination of Employee's employment or at any time upon request by Insight, Employee shall promptly return to Insight all Trade Secrets, Confidential and Proprietary Information, Third-Party Information, and other Insight property or Insight client property including, but not limited to: credit and charge cards; all files; keys; records; computers; smart phones; tablet devices; peripherals; hard, thumb, zip, or jump drives; computer programs, disks, and files; documents; drawings; models; specifications; lists; equipment; data; manuals; supplies; promotional materials; plans; blueprints; site maps; and other similar items relating to, constituting, or containing information relating to Insight's business including any copies and electronic copies, whether prepared by Employee or otherwise coming into Employee's possession, custody, or control, regardless of how it is stored. If, after termination of Employee's employment, Employee becomes aware of any such property or information that is in Employee's possession, custody, or control, Employee covenants and agrees to immediately return such property, information, and any such copies without retaining any copies.

ATTACHMENT C RESTRICTIVE COVENANTS

The Parties agree the following definitions and other terms apply to Section 7 and other portions of this Agreement where the phrases are used:

1. **Competing Business.** Competing Business means any entity or person that is engaged in or is preparing to engage in any business involving the sale, lease, license, or provision of products or services that are directly or indirectly competitive with the products or services that Insight markets, sells, leases, licenses, or makes available to Clients and Potential Clients.
2. **Engage in a Competing Business.** Engage in a Competing Business means to: i) provide to, or perform for, a Competing Business the same or similar services that Employee has provided or performed for Insight in the last two (2) years of employment; or ii) serve, be employed, or otherwise perform duties, directly or indirectly, as a principal, agent, officer, director, proprietor, employee, consultant, independent contractor, employer, investor, lender, partner, member, or shareholder (other than as an owner of 2% or less of the stock of a publicly traded company) in a Competing Business.
3. **Client.** Client means a company, business, non-profit organization, governmental agency or entity, educational institution, school district, person, or entity that: i) purchased goods or services from Insight within the last two (2) years of Employee's employment with Insight; and ii) with which or whom Employee had contact or communicated about Insight's products or services, on whose account Employee worked, or about which or whom Employee has knowledge of Trade Secrets, Confidential and Proprietary Information, or Third-Party Information.
4. **Potential Client.** Potential Client means a company, business, non-profit organization, governmental entity, educational institution, school district, person, or entity with which or whom Employee, within the last six (6) months of Employee's employment with Insight, has actual or constructive knowledge of: i) Insight's intent, efforts or communications to offer or to attempt to sell, lease, license, or provide the individual or entity products or services through Insight; or ii) Trade Secrets, Confidential and Proprietary Information, or Third-Party Information pertinent to or related to the Potential Client.
5. **Restricted Territory.** Restricted Territory means each and every location in which Employee could Engage in a Competing Business in the United States and includes each state where Insight has Clients, Potential Clients, or employees, including, but not limited to, the states in which Insight's Clients and Potential Clients are located and in which Employee provided services, sold or leased goods or services, or otherwise performed work during the twelve (12) month period preceding the termination of Employee's employment at Insight. If, but only if, this Restricted Territory is held by a court of competent jurisdiction or arbitrator to be invalid on the grounds that it is unreasonably broad, then the Restricted Territory shall be the state or states in which Employee worked for Insight, as well as Arizona, Florida, Illinois, Massachusetts, Minnesota, Ohio, Texas, and Washington.
6. **Solicit.** Solicit means any effort or attempt by Employee, directly or indirectly, to encourage, induce, solicit, recruit, or offer:

- a Client or Potential Client with the purpose, effect, or potential of: i) selling (or assisting another person's selling) or providing such products or services that are the same, similar, or related to products or services provided by Insight; or ii) in any way reducing the amount of business such Client or Potential Client transacts or would transact with Insight; or
- an Insight employee with whom Employee, in the preceding twelve (12) months, worked or who worked out of the same Insight physical location as Employee with the purpose, effect, or potential of: i) hiring (or assist another person's hiring) that individual for employment with a Competing Business -- whether as an employee or independent contractor; ii) having that individual terminate employment with Insight to provide services, through employment, contract or otherwise, to a Competing Business; or iii) otherwise interfering with the individual's employment relationship with Insight.

7. **Specified Duration.** For the non-competition covenant in Section 7.2 of the Agreement, Specified Duration means the period of time listed below that corresponds to or most closely approximates the job title (as identified in Insight's records) or job description held by Employee at the time of the breach of the restrictive covenant described in this Agreement or the time of the termination of Employee's employment with Insight, whichever provides the longer duration.

- **Senior Vice President.** The Specified Duration is a period of fifteen (15) months following the termination of Employee's employment, or, if the period of fifteen (15) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of twelve (12) months following the termination of Employee's employment.

8. **Specified Period.** For the non-solicitation covenants in Sections 7.3 and 7.4 of the Agreement, Specified Period means the period of time listed below that corresponds to or most closely approximates the job title (as identified in Insight's records) or job description held by Employee at the time of the breach of the restrictive covenant described in the Agreement or the time of the termination of Employee's employment with Insight, whichever provides the longer duration.

- **Senior Vice President.** The Specified Period is a period of eighteen (18) months following the termination of Employee's employment with Insight, or if the period of eighteen (18) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of twelve (12) months following the termination of Employee's employment.

EXHIBIT B
RELEASE AND SEVERANCE AGREEMENT

The parties to this Release and Severance Agreement (the "Agreement") are _____ ("Employee") and Insight Direct USA, Inc. (the "Company"). If, however, Employee is employed by another subsidiary or affiliate, such as Insight Public Sector, Inc., that entity shall be the "Company" for purposes of this Agreement.

RECITALS

- A. Employee's employment by the Company began on _____ and terminated on _____.
- B. The parties wish to settle and compromise fully and finally any and all claims arising between them including, but not limited to, those arising out of Employee's employment and the termination of that employment, on the terms and conditions set forth in this Agreement.
- C. Employee represents that Employee is forty (40) years of age or older.

AGREEMENTS

In consideration of the mutual promises in this Agreement, it is agreed as follows:

1. Recitals. The parties hereby acknowledge the correctness and accuracy of the foregoing recitals.

2. Payment and Other Benefits.

(a) Upon receipt of this signed Agreement and beginning within twenty-one (21) days after the expiration of the revocation period referenced in Section 7 of this Agreement, the Company will provide severance pay in an amount equal to ____ percent of Employee's base salary (which Employee acknowledges to be \$_____) and ____ percent of the annual compensation paid to Employee in the preceding year under the Incentive Plan in which Employee participated as of the Employee's termination date, payable in installments over a period of twenty-four (24) months in accordance with the Company's normal payroll periods and practices beginning with the first payroll period following the Effective Date of this Agreement (the "Payments"). The Payments shall be made by direct deposit based on the account information that the Employee has on file with the Company. If Employee has not elected for direct deposit, Company will provide Employee an ADP ALINE card for the Payments.

(b) As additional consideration, upon receipt of this signed Agreement and following the expiration of the revocation period referenced in Section 7 of this Agreement, the Company will also begin to provide to Employee continued life, disability, accident and group health and dental insurance benefits, at substantially the levels Employee was receiving immediately prior to termination. Company will satisfy the obligation to provide the health and dental insurance benefits pursuant to this Section 8(c)(iii) by either paying for or reimbursing Employee for the actual cost of COBRA coverage (and Employee shall cooperate with Company in all respects in securing and maintaining such benefits, including exercising all appropriate

COBRA elections and complying with all terms and conditions of such coverage in a manner to minimize the cost). Similarly, Company will reimburse Employee for the cost of comparable coverage for all other insurance benefits that are not subject to the COBRA continuation rules. It will be Employee's responsibility to procure such benefits, and Company will promptly reimburse Employee for the premiums for such benefits in the specified amount upon Employee's submission of an invoice or other acceptable proof of payment. Company's obligation under this paragraph will cease with respect to a particular type of coverage when and if Employee becomes eligible to receive substantially similar coverage with a successor employer

3. Acknowledgement of Consideration. Employee understands and agrees that Employee is receiving the Payments and benefits described in Section 2 in exchange for Employee's promises in this Agreement and that Employee is not otherwise entitled to those items. The Company will pay Employee wages through Employee's last day of employment without regard to whether Employee executes this Agreement.

4. Release, Representations and Acknowledgments.

(a) In exchange for the severance pay, Employee, for himself/herself and, as applicable, Employee's spouse, marital community, agents, heirs, executors, and assigns, hereby fully, forever, irrevocably, and unconditionally releases and discharges the Company, its parent, subsidiary, and affiliated companies, and the officers, directors, shareholders, agents, predecessors, successors, assigns, and current and past employees of each and all of the foregoing ("Released Parties") from any and all claims, complaints, liabilities, damages, and obligations of any nature whatsoever, which Employee has, had, or may have against Released Parties, whether now known or unknown, and whether asserted or unasserted, arising out of or from any act, event, or omission occurring before the effective date of this Agreement. Without limiting the foregoing, this release includes any and all claims arising out of or which could arise out of the employment relationship between Employee and the Company and the termination of that employment, including, but not limited, to any and all claims under the following laws, as amended: Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; Section 1981 of the Civil Rights Act of 1866; the Age Discrimination in Employment Act; the Equal Pay Act; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act (ERISA); the National Labor Relations Act; the Fair Credit Reporting Act; the Labor Management Relations Act; the Genetic Information Non-Discrimination Act; Consolidated Omnibus Budget Reconsolidation Act (COBRA); the Worker Adjustment and Retraining Notification Act; the False Claims Act; Uniformed Services Employment and Reemployment Rights Act; the Lilly Ledbetter Fair Pay Act of 2009; the Arizona Civil Rights Act; the Arizona Employment Protection Act; the anti-retaliation provisions of the Arizona Workers' Compensation Act; any Arizona laws governing wages and hours (A.R.S. Title 23); all federal, state, and local civil rights, employment, whistleblower, or wage payment laws, statutes, regulations, ordinances, or orders; and any other provision or theory of law arising out of any federal or state constitution, statute, regulation, ordinance, civil code, administrative code, or common law, either in tort, contract, or restitution. This release may be pled as a complete bar and defense to any claim brought by Employee with respect to the matters released in this Agreement. This release does not waive claims that may arise after the date this Agreement is signed, any vested rights under any Company sponsored or administered group employee welfare benefit or 401(k) plan, or any claims that cannot be released as a matter of law.

(b) Employee acknowledges and agrees that the severance pay Employee is receiving under this Agreement is sufficient consideration to support the release of all entities identified in this Section 4, and this consideration is in addition to anything of value to which Employee is already entitled.

(c) Employee represents and warrants that there are no administrative charges with government agencies known to Employee pending against the Company or one of its parent, subsidiary, or affiliated companies. Employee agrees that Employee has not filed, or caused to be filed, any claim or charge with any adjudicative body, regulatory body, or agency arising out of Employee's employment or the termination of that employment.

(d) Employee acknowledges and agrees that Employee is waiving Employee's right to file a lawsuit under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act.

(e) Employee acknowledges and agrees that Employee has been granted any FMLA leave to which Employee was entitled and has not been subjected to any discrimination or retaliation for using FMLA leave.

(f) Employee acknowledges and agrees that Employee has received all monies, meal and rest breaks, and leave allotments owed Employee for Employee's employment and has not been subjected to any discrimination or retaliation for raising any issues regarding compensation or benefits issues.

(g) Protected Rights. Employee understands that nothing contained in this Agreement limits Employee's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). Employee further understands that this Agreement does not limit Employee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit Employee's right to receive an award for information provided to the Securities and Exchange Commission.

5. No Double Pay. If Employee accepts another position with the Company or one of its parent, subsidiary, or affiliated companies during the period for which Employee has received severance pay, Employee agrees to repay or forfeit severance pay for the period which overlaps with the new employment. For purposes of illustration only, if Employee receives severance pay of six weeks and is hired for a position with the Company after four weeks, the Employee would forfeit two weeks of severance pay.

6. Review. Employee has been advised in writing by this agreement that Employee has up to twenty-one (21) days from the date Employee is presented with this Agreement to consider and sign this Agreement. If Employee signs this Agreement before the expiration of twenty-one (21) days, Employee acknowledges that Employee has done so for the purpose of expediting the resolution of this matter and that Employee has expressly waived Employee's right

to take twenty-one (21) days to consider this Agreement. To accept the offer in this Agreement, Employee must sign and return the Agreement to the Company within the 21-day period. If Employee has not signed this Agreement within the time frame set forth above, this Agreement shall be deemed rejected by Employee, and Employee will not be able to later accept it.

7. Revocation; Effective Date. Employee may revoke this Agreement for a period of seven (7) days after Employee signs it. Employee agrees that if Employee elects to revoke this Agreement, Employee will notify **Brandy Richards** at the Company by emailing Brandy.Richards@Insight.com on or before the expiration of the revocation period. Receipt by the Company of proper and timely notice of revocation from Employee cancels and voids this Agreement. Provided that Employee does not provide a timely written notice of revocation, this Agreement will become effective upon expiration of the revocation period.

8. Return of Company Property. Employee represents that Employee has made a diligent search and has already returned to the Company all documents including, but not limited to, all electronic information, papers, and all copies of such material and other property that Employee has had in Employee's possession at any time, including, but not limited to, files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property including, but not limited to, computers, disks, CDs, flash drives, hard drives, entry cards, identification badges and keys, and any materials of any kind that constitute property of the Company, its parent, subsidiary, or affiliated companies or that contains or embodies any proprietary or confidential information of the Company, its parent, subsidiary, or affiliated companies. Employee agrees to make a diligent search for all such property and to return any property not previously returned within five (5) days of execution of this Agreement. Employee further agrees to provide to the Company, within five (5) days of execution of this Agreement, with a computer-useable copy of any such proprietary data, materials, or information received, stored, reviewed, prepared, or transmitted on any personal computer, server, or e-mail system, to the extent the same may be retrieved from such computers, servers, and e-mail system, and, then, to delete such information from those personal computers, servers, and e-mail systems.

9. Confidentiality. Employee agrees that Employee will keep the terms and fact of this Agreement confidential. Employee will not disclose the terms of this Agreement to anyone except Employee's spouse, attorneys, or accountants, unless required by law.

10. Other Confidentiality Obligations. As a supplement to Employee's existing confidentiality obligations, Employee acknowledges and agrees that nothing in this agreement or other confidentiality agreements with the Company prevents Employee from disclosing confidential information that: (A) is made: (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to Employee's attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding by Employee or Employee's attorney, if such filing is made under seal. In the event that Employee files a lawsuit alleging retaliation by the Company for reporting a suspected violation of law, Employee may disclose confidential information related to the suspected violation of law or alleged retaliation to Employee's attorney and use that confidential information in the court proceeding if Employee or his/her attorney: (A) files any document containing confidential information under seal; and (B) does not disclose the

confidential information, except pursuant to court order. The Company provides this notice in compliance with the Defend Trade Secrets Act of 2016.

11. Non-Disparagement. Employee covenants and agrees that Employee will not disparage, defame, or communicate any false statements about the Released Parties in any manner whatsoever, including, but not limited to, by not posting defamatory comments on social networking, blogs, or Internet websites.

12. Fees and Costs. In the event of any litigation arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

13. Severability. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

14. Acknowledgement of Opportunity to Review with Attorney. Employee acknowledges that Employee has been and is being advised in writing by this Agreement to consult with an attorney prior to executing this Agreement. Employee represents and agrees that Employee has read and fully understands all of the provisions of this Agreement, and that Employee is voluntarily entering into this Agreement with a full and complete understanding of all of its terms.

15. Integration. This Agreement constitutes the entire agreement between the parties, supersedes all oral negotiations and any prior and other writings with respect to the subject matter of this Agreement and is intended by the parties as the final, complete and exclusive statement of the terms agreed to by them. NOTWITHSTANDING THE FOREGOING, Employee acknowledges and agrees that this Agreement does not limit, modify, amend, or supersede, in any way, Employee's obligations to abide by any agreement Employee signed with the Company regarding arbitration or alternative dispute resolution, the treatment of confidential or proprietary information of the Company or one of its subsidiaries or affiliated companies or containing any restrictive covenants, including, but not limited to, any covenants not to solicit clients, customers, or employees, or not to compete.

16. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

17. Amendment. This Agreement shall be binding upon the parties and may not be abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, except in a written document signed by the parties after the effective date of this Agreement.

18. Successors and Assigns. This Agreement is and shall be binding upon and inure to the benefit of the heirs, executors, successors, and assigns of each of the parties.

19. Non-Admission. This Agreement shall not in any way be construed as an admission by the Company that it has acted wrongfully with respect to Employee, and the Company specifically denies the commission of any wrongful acts against Employee.

Company:

Employee:

By: _____

Print Name

Name: _____

Employee Signature

Title: _____

Date

INSIGHT ENTERPRISES, INC.

Exhibit 31.1

CERTIFICATION

I, Jack Azagury, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Insight Enterprises, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2026

By: /s/ Jack Azagury
Jack Azagury
Chief Executive Officer

INSIGHT ENTERPRISES, INC.

Exhibit 31.2

CERTIFICATION

I, James A. Morgado, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Insight Enterprises, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2026

By: /s/ James A. Morgado
James A. Morgado
Chief Financial Officer

INSIGHT ENTERPRISES, INC.

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Insight Enterprises, Inc. (the "Company") for the quarter ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Jack Azagury, Chief Executive Officer of the Company, and James A. Morgado, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that to the best of our knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Jack Azagury
Jack Azagury
Chief Executive Officer
May 7, 2026

By: /s/ James A. Morgado
James A. Morgado
Chief Financial Officer
May 7, 2026