

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

Annual Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 For the fiscal year ended December 31, 2021

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

(IRS Employer Identification No.)

6820 South Harl Avenue, Tempe, Arizona 85283

(Address of principal executive offices, Zip Code)

Registrant's telephone number, including area code: **(480) 333-3000**

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

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

n/a

(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes No

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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>	Non-accelerated filer	<input type="checkbox"/>
Smaller reporting company	<input type="checkbox"/>	Emerging growth company	<input type="checkbox"/>		<input type="checkbox"/>

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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

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

Yes No

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant, based upon the closing price of the registrant's common stock as reported on The Nasdaq Global Select Market on June 30, 2021, the last business day of the registrant's most recently completed second fiscal quarter, was \$3,484,880,453.

The number of shares outstanding of the registrant's common stock on February 11, 2022 was 34,896,501.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Proxy Statement relating to its 2022 Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission within 120 days after December 31, 2021 have been incorporated by reference into Part III, Items 10, 11, 12, 13 and 14 of this Annual Report on Form 10-K.

INSIGHT ENTERPRISES, INC.

**ANNUAL REPORT ON FORM 10-K
Year Ended December 31, 2021**

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FORWARD-LOOKING STATEMENTS

Certain statements in this Annual Report on Form 10-K, including statements in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 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 future responses to and the potential impact of coronavirus strain COVID-19 (“COVID-19”) on our Company; our expectations regarding current supply constraints; the expected effects of seasonality on our business; 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; our expectations about future benefits of our acquisitions and our plans related thereto, including 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; our ability to offset the effects of inflation and manage any increase in interest rates; projections of capital expenditures; our plans to continue to evolve our IT systems; 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; 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 plans to use cash flow from operations for working capital, to pay down debt, repurchase shares of our common stock, make capital expenditures, and fund 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 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 change significantly in the amounts made available and in the requirements year over year;
- our ability to keep pace with rapidly evolving technological advances and the evolving competitive marketplace
- the duration and severity of the COVID-19 pandemic and its effects on our business, results of operations and financial condition, as well as the widespread outbreak of any other illnesses or communicable diseases;
- general economic conditions, economic uncertainties and changes in geopolitical conditions;
- changes in the IT industry and/or rapid changes in technology;
- supply constraints for hardware, including devices;
- accounts receivable risks, including increased credit loss experience or extended payment terms with our clients;
- our reliance on independent shipping companies;
- the risks associated with our international operations;
- natural disasters or other adverse occurrences;
- disruptions in our IT systems and voice and data networks;
- cyberattacks or breaches of data privacy and security regulations;
- intellectual property infringement claims and challenges to our registered trademarks and trade names;
- legal proceedings, client audits and failure to comply with laws and regulations;
- failure to comply with the terms and conditions of our commercial and public sector contracts;
- exposure to changes in, interpretations of, or enforcement trends related to tax rules and regulations;

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- our potential to draw down a substantial amount of indebtedness;
- the conditional conversion feature of our convertible senior notes (the "Notes"), which has been triggered, may adversely affect the Company's financial condition and operating results;
- the Company is subject to counterparty risk with respect to certain hedge and warrant transactions entered into in connection with the issuance of the notes (the "Call Spread Transactions");
- risks associated with the discontinuation of LIBOR as a benchmark rate;
- increased debt and interest expense and 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;
- our dependence on certain key personnel and our ability to attract, train and retain skilled teammates;
- 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.

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. 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"). 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.

INSIGHT ENTERPRISES, INC.**PART I****Item 1. Business****Our Company**

Today, every business needs to be a technology business. Insight Enterprises, Inc. ("Insight" or the "Company") empowers organizations with technology, solutions and services to help our clients maximize the value of their IT today and drive (digital) transformation for tomorrow in North America; Europe, the Middle East and Africa ("EMEA"); and Asia-Pacific ("APAC"). As a Fortune 500-ranked global technology provider of end-to-end secure digital transformation solutions and services, we help clients innovate and optimize their operations to run smarter.

The Company is organized in the following three operating segments, which are primarily defined by their related geographies:

Operating Segment*	Geography	Percent of 2021 Consolidated Net Sales
North America	United States and Canada	80%
EMEA	Europe, Middle East and Africa	18%
APAC	Asia-Pacific	2%

* Additional detailed segment and geographic information can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 and in Note 19 to the Consolidated Financial Statements in Part II, Item 8 of this report.

Insight began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering in 1995. Our corporate headquarters are located in Tempe, Arizona. From our original location in the United States, we expanded nationwide and then entered Canada in 1997 and the United Kingdom in 1998. Through a combination of acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities. Our acquisitions were as follows:

Prior to 2017 we acquired Software Spectrum, Inc. (2006), Calence, LLC (2008), MINX Limited (2008), Ensynch, Inc. (2011), Inmac GmbH (2012) and Micro Warehouse BV (2012), BlueMetal Architects, Inc. (2015) and Ignia, Pty Ltd (2016).

Our acquisitions from 2017 through today were as follows:

- 2017 – Acquired Datalink Corporation ("Datalink") and strengthened our position as a leading IT solutions provider with deep technical expertise delivering data center transformation solutions to clients on premise or in the cloud. Additionally, we acquired Caase Group B.V. (referred to herein as, "Caase.com") and strengthened our ability to deliver cloud solutions to our clients in EMEA;
- 2018 – Acquired Cardinal Solutions Group, Inc. ("Cardinal"), a digital solutions provider and strengthened our digital innovations capabilities;
- 2019 – Acquired PCM, Inc. ("PCM"), a provider of multi-vendor technology offerings, including hardware, software and services which complemented our supply chain expertise, adding scale and clients in the commercial space primarily in North America; and
- 2020 – Acquired vNext SAS ("vNext"), a French digital consulting services and managed services provider, increasing our capacity to deliver consulting and implementation services to support clients' digital transformation initiatives to our clients in EMEA.

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Our Purpose and Values

Our purpose: We build meaningful connections to help businesses run smarter. We live by our core values of hunger, heart and harmony, which set the tone for our business and define who we are.

Our core values are:

Hunger – We are change agents, united in our passion to improve every day 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.

We believe that these values strengthen the overall Insight experience for our clients, partners and teammates. We refer to our customers as “clients,” our suppliers as “partners” and our employees as “teammates”.

Our Market

The worldwide total addressable market for information technology is forecasted to be \$4.1 trillion according to Gartner, a leading IT research and advisory company. We believe our worldwide addressable market represents approximately \$700 billion in annual sales and for the year ended December 31, 2021, our net sales of \$9.4 billion represented approximately 1% of that highly diverse market. Based on our analysis of Gartner market data, we believe the top 10 most comparable global solution providers represent less than 10% of our worldwide addressable market. We believe that we are well positioned in this highly fragmented global market with locations in 19 countries and our deep experience delivering IT solutions across the globe.

Our Differentiated Strategy

Our clients are our number-one priority, so delivering client value, which helps us earn client loyalty, is our primary goal. We expect our clients to achieve advantages by leveraging our unique capabilities to provide end-to-end secure digital transformation solutions and services. From IT strategy and design to implementation and management, we meet clients wherever they are now, and work alongside them to get them to where they want to be.

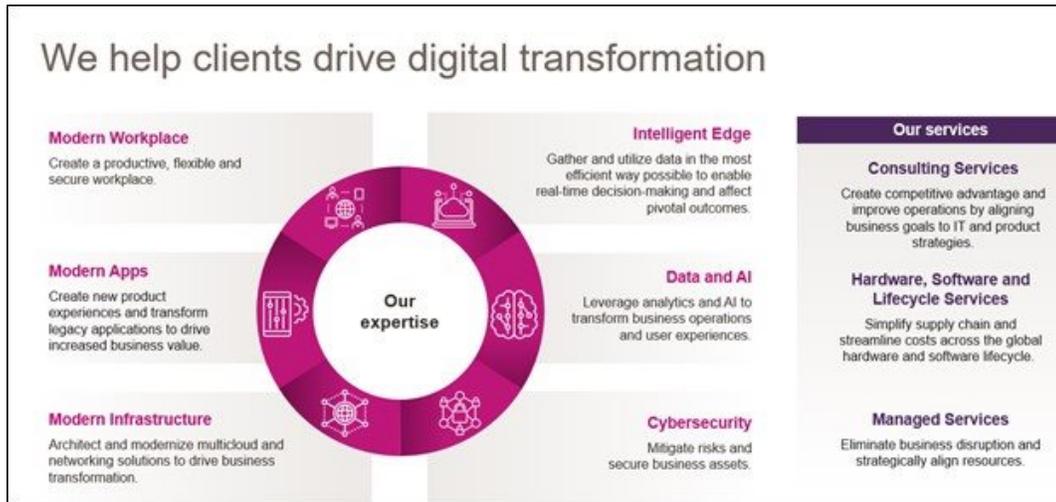
Whether implementing public cloud or as-a-service workplace solutions, designing a next-generation or hybrid cloud data center or leveraging sophisticated Internet-of-Things ("IoT") and artificial intelligence solutions to improve our clients' experiences, we provide technical expertise and advisory services to our clients as an industry-recognized solutions integrator.

Our go-to-market framework for our cloud and digital expertise is built on over 33 years of broad IT experience combined with strategic acquisitions, new cloud and digital expertise and deep partner relationships. We are uniquely positioned to help our clients maximize the values of their technology today – and accelerate tomorrow.

Each of our areas of expertise represents a discrete area of growth for our business and when connected to each other, they provide a platform for our clients to leverage our breadth of expertise to solve their most relevant business challenges. Our strategy is to increase our penetration with new and existing clients within the areas of expertise across our geographic footprint in North America, EMEA and APAC. Powered by Insight's legacy technology supply chain expertise, we are able to support our services offerings within the hardware, software and cloud solutions from market-leading and emerging manufacturer brands. To execute our strategy, we employ centralized and field-based sales, engineering, and services resources to connect with our clients. We also invested in technical engineers, architects and software developers who create and deliver integrated IT solutions to our clients globally, a capability we believe differentiates us in the marketplace.

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Our unique solution-focused go-to-market strategy is supported by a strong operational platform that includes scalable IT and e-commerce systems and processes, robust digital marketing capabilities and a culture of continuous business process transformation and automation.



Solutions Expertise

We developed comprehensive areas of expertise solutions to meet the market demand and deliver meaningful client outcomes at scale. We quickly adapt to new technology trends in innovation, investing internally to advance our technical capabilities. Our areas of expertise include:

Modern Workplace – Create a more productive, flexible and secure workplace.

We help our clients modernize essential workplace products, platforms and workflows to create enhanced environments for secure productivity and flexibility.

Outcomes for our clients:

- Elevate employee and user experiences.
- Increase return on workplace technology investments.
- Better protect users and business data to reduce risk.
- Boost productivity and mobile capabilities.
- Simplify IT lifecycle management.
- Enable and secure "work anywhere" operations in the hybrid work environment.

Insight delivers:

- Assessment and strategy engagements.
- IT service architecture, deployment and management.
- Comprehensive device services (including DaaS, Managed Endpoint, warehousing and multimedia messaging service).
- Solutions proofs of concept ("POCs") and implementations.
- End-user adoption and training advisory.
- Security and identity access solutions.
- Enterprise and end-user support services.

Modern Apps – Create new product experiences and transform legacy application to drive increased business value.

We build modern business applications using repeatable methodologies and an agile, user-centric approach to help our clients' businesses innovate, differentiate, and grow. We future-proof our clients' critical business applications for increased innovation and organizational agility.

Outcomes for our clients:

- Future-proof critical business applications.
- Increase innovation and organizational agility.
- Accelerate business growth and product sales.

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- Optimize operations and increase productivity.
- Deliver differentiated customer experiences.

Insight delivers:

- Assessments and business-led digital strategies.
- Microservice application architectures, integrations, and code refactoring.
- Multicloud and low-code/no-code applications.
- User experience/user interface testing and research.
- Conversational agents.
- Immersive technology (virtual reality/augmented reality/mixed reality) solutions.
- Cloud-native web, desktop, and mobile apps.
- Enterprise-grade secure applications.

Modern Infrastructure – Architect and modernize multicloud and networking solutions to drive business transformation.

We architect and deliver modern infrastructure solutions, management, and support spanning cloud and data center platforms, modern networks, and edge technologies, to enable our clients' businesses' digital transformation. We strive to exceed our clients' demands to accelerate faster in cloud, and our knowledgeable teams maintain important relationships with key cloud hyperscaler partners.

Outcomes for our clients:

- A scalable infrastructure foundation for innovation.
- Increase workload agility, resiliency and flexibility.
- Improve visibility and control of data assets.
- Deliver better user and customer experiences.
- Enable purposeful digital transformation.

Insight delivers:

- Architecture, deployment, and management of modern platforms.
- POCs and demonstrations.
- Cloud, storage, data protection, networks, automation, virtualization, converged/hyperconverged.
- Platform migration and workload consolidation.
- Cloud enablement, management, and cost analysis/optimization.
- Workload discovery and alignment.
- DevOps support.

Intelligent Edge – Gather and utilize data in the most efficient way possible to enable real-time decision-making and affect pivotal outcomes.

We architect and deliver edge solutions spanning network, compute, storage, and artificial intelligence ("AI") and machine learning ("ML") to drive business value and deliver ongoing support for the IoT.

Outcomes for our clients:

- Improve decision-making and business intelligence.
- Increase responsiveness to customer and market demands.
- Optimize operational processes and gain predictive capabilities.
- Create new revenue streams and drive differentiation.
- Scale and expand business operations to new areas.

Insight delivers:

- Use case development.
- Edge solution architecture and design.
- Modernization and environment preparation.
- Implementation and deployment of IT and operational technology.
- Testing and optimization of new and existing edge solutions.
- Monitoring and management.
- Cloud-to-edge integration.
- IoT evaluation, implementation, management, and support.

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Data and AI – Leverage analytics and AI to transform business operations and user experiences.

We modernize data platforms and architectures and build data analytics and AI solutions that transform our clients' business operations and user experiences.

Outcomes for our clients:

- Enable scalability at velocity.
- Increase visibility and data-driven decision-making.
- Optimize resources and costs via new operational efficiencies.
- Grow revenue and delight customers with new offerings.
- Improve competitive stance.

Insight delivers:

- Modern data platforms, cloud, and infrastructure.
- Data, AI and ML solution use case development, design, and implementation.
- Business intelligence and advanced data analytics.
- Natural language solutions.
- Data and analytics estate development/re-development and unification.
- Big data, data lakes and warehousing.
- Automation.
- Security and governance for data and AI solutions.

Cybersecurity – Mitigate risks and secure business assets.

We help our clients navigate security and compliance complexity associated with dispersed workforces, platforms, edge and IoT to mitigate risk and improve security posture.

Outcomes for our clients:

- Improve threat detection, containment and neutralization.
- Enhance visibility and context with fewer manual inputs.
- Alleviate large scale security teams through simplified security management.
- Implement governance and maintain compliance.
- Better manage and mitigate organizational risk.

Insight delivers:

- Security framework implementation (Secure Access Service Edge, Zero Trust, software-defined).
- Alignment with industry best practices and standards.
- Penetration testing.
- Ransomware readiness and response services.
- Network segmentation and access control.
- Governance, risk, and compliance.
- Cross-platform security.
- Managed Security.

Supply Chain Expertise – Our supply chain optimization tools and services are a differentiator for Insight. Growing pressure on IT budgets and increasing trends in outsourcing of non-core functions are changing the way clients approach procurement and management of core IT investments. We provide end-to-end lifecycle services around hardware and software that help our clients optimize their IT return on investments.

- *Hardware Life Cycle*: Source, procure, stage, configure, integrate, test, deploy, refurbish and redeploy IT products spanning endpoints to infrastructure, regionally, or across the globe via the Insight footprint and our extensive engaged network of suppliers.
- *Software Life Cycle*: Portfolio management, compliance, integration and adoption, on-premise or in the cloud, regionally or across the globe.
- *Hardware Warranty and Software Maintenance*: Warranty and maintenance services covering an array of products that can be purchased as a point solution or as a managed service delivered by Insight.

Our Offerings

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 of largely software and certain software-related services and cloud solutions. On a consolidated basis, hardware, software and services represented approximately 62%, 24% and 14%, respectively, of our net sales in 2021. This compares to 61%, 25% and 14%, respectively, of our net sales in 2020 and 60%, 27% and 13%, respectively, of our consolidated net sales in 2019. Additional detailed sales mix information

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by operating segment can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 and in Note 19 to the Consolidated Financial Statements in Part II, Item 8 of this report.

Our Information Technology Systems

We have committed significant resources to the IT systems that we own and use to manage our business and believe that our success is dependent upon our ability to provide prompt and efficient service to our clients based on the accuracy, quality and utilization of the information generated by our IT systems. Because these systems affect our ability to manage our sales, client service, partner relationships, distribution, inventories, accounting systems and internal networks, we have significantly improved our system security through investment in a highly skilled and tenured cybersecurity team as well as the implementation of the most up to date tools and processes to help harden and improve our cybersecurity defenses.

We are focused on driving improvements in sales productivity through increased innovation and enhancements to our e-commerce and IT systems with the goals of improved client satisfaction and attracting new clients, while increasing overall business efficiency.

In North America and APAC we use a common set of core IT applications to run our business. In 2021, we began consolidating EMEA onto the same core systems beginning with the United Kingdom. After the successful migration of our UK operations onto the global platform in 2021, the full migration of the remaining countries in Europe was completed in January 2022.

For a discussion of risks associated with our IT systems, see "Risk Factors – Risks related to Our Technology, Data and Intellectual Property – Disruptions in our IT systems and voice and data networks could affect our ability to service our clients and cause us to incur additional expenses," in Part I, Item 1A of this report.

Our Competition

The IT hardware, software and services industry is very fragmented and highly competitive. Our competition includes:

- Solution providers, value-added resellers and direct marketers such as CDW, Zones, Connection, SHI, Softchoice, Systemax, Computacenter, Bechtle, SoftwareONE, and Crayon;
- Systems integrators such as ePlus, Presidio, World Wide Technology, Perficient and Accenture;
- Product manufacturers, such as Dell, HP Inc., IBM, Lenovo and HPE;
- Software publishers, such as Red Hat, VMware, Microsoft and Symantec;
- National and global service providers, such as IBM Global Services and HP Enterprise Services; and
- Specialty retailers, aggregators, distributors and e-tailers, such as Amazon Web Services, Best Buy for Business, Newegg and e-Buyer (United Kingdom).

The competitive landscape in the industry is continually changing as various competitors expand their product and services offerings. In addition, emerging models such as cloud computing and X as-a-service are creating new competitors and opportunities in the shift to digital business such as: data analytics, edge computing, hybrid infrastructure, modern workplace, cybersecurity, and other service offerings. As with other areas, we compete with solutions providers, systems integrators, value-added resellers, hyperscale vendors and directly with publishers, and manufacturer partners for many of these offerings. Many of our manufacturer and publisher partners are also our competitors, as many sell directly to business customers, particularly larger corporate customers.

For a discussion of risks associated with the actions of our competitors, see "Risk Factors – Risks related to Our Business, Operations and Industry – The IT hardware, software and services industry is intensely competitive, and actions of our competitors, including manufacturers and publishers of products we sell, can negatively affect our business," in Part I, Item 1A of this report.

Our Partners

We partner with market leaders offering the top technology brands as well as emerging entrants in the marketplace. During 2021, we purchased products and software from approximately 2,600 partners. Approximately 60% (based on dollar volume) of these purchases were directly from manufacturers or software publishers, with the balance purchased through distributors. Purchases from Microsoft, TD Synnex (a distributor) and Ingram Micro (a distributor) accounted for approximately 22%, 15% and 10%, respectively, of our aggregate purchases in 2021. No other partner accounted for more than 10% of

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purchases in 2021. Our top five partners as a group for 2021 were Microsoft, TD Synnex (a distributor), Ingram Micro (a distributor), Dell, and Cisco Systems, and approximately 60% of our total purchases during 2021 came from this group of partners. Although brand names and individual products are important to our business, we believe that competitive sources of supply are available in substantially all of our product categories such that, with the exception of Microsoft, we are not dependent on any single partner for sourcing products.

During 2021, sales of Microsoft and Dell products accounted for approximately 16% and 10%, respectively of our consolidated net sales. No other manufacturer's or publisher's products accounted for more than 10% of our consolidated net sales in 2021. Sales of product from our top five manufacturers/publishers as a group (Microsoft, Dell, Cisco Systems, HP Inc. and Lenovo) accounted for approximately 50% of our consolidated net sales during 2021.

We obtain incentives from certain product manufacturers, software publishers and distribution partners based typically upon the volume of sales or purchases of their products and services. In other cases, such incentives may be in the form of participation in our partner programs, which may require specific services or activities with our clients, discounts, marketing funds, price protection or rebates. Manufacturers and publishers may also provide mailing lists, contacts or leads to us. We believe that these incentives (or partner funding) and other marketing assistance allow us to increase our marketing reach and strengthen our relationships with leading manufacturers and publishers.

We are focused on understanding our partners' objectives and developing plans and programs to grow our mutual businesses. We have invested in our digital marketing capabilities over the past five years. These digital marketing investments increase the effectiveness of our marketing campaigns and client interactions. We believe that we are emerging as a leader in our industry in digital marketing, striving to deliver an outstanding service experience to our clients. We implemented business intelligence tools that enable us to track performance in this area and demonstrate the return on our partners' investments with us. We measure partner satisfaction regularly and hold quarterly business reviews with our largest partners to review business results from the prior quarter, discuss plans for the future and obtain feedback. Additionally, we host annual partner forums in North America, EMEA and APAC to articulate our plans for the upcoming year.

As we move into new service areas, we may become even more reliant on certain partner relationships. 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 change significantly in the amounts made available and the requirements year over year," in Part I, Item 1A of this report.

Our Teammates

Successful execution of our business strategy and strategic initiatives involves attracting, developing and retaining teammates who share our core values of hunger, heart and harmony. The experience, knowledge and dedication of our teammates help drive our operating results. Management regularly evaluates and enhances leadership training and development, teammate policies, procedures and benefits in order to maintain engaged teammates and drive client satisfaction.

Various ways that we attract, develop and retain qualified and motivated teammates include:

- Insight continues to make strides in its employer of choice journey and has received honors all around the globe. Some examples include: Forbes World's Best Employers list (2021) - Insight ranked #95 overall, #12 for IT companies worldwide, #140 for Diversity (2021) and #62 for Veterans (2020); #3 for UK Best Workplaces (2021); #15 for Australia's Best Places to Work (2021); #4 on Phoenix Best Places to Work – Phoenix Business Journal (2021); Human Rights Campaign Foundation's Corporate Equality Index perfect score of 100 (2022); "Elite 8" on Achiever's 50 Most Engaged Workplaces (2021); #70 on the Fortune 100 Best Workplaces for Diversity list (2019); and #7 in the information technology services industry on the list of the Fortune World's Most Admired Companies list (2021).
- Insight offers robust leadership training for all teammate managers and aspiring leaders. Our training is centered around our Leadership Commitments where we enhance our leader's skills in the following areas: (1) Create clarity; (2) Inspire people; (3) Demonstrate thought leadership; and (4) Deliver results. We believe leaders who excel in these commitments heighten teammate satisfaction and deliver superior business results.
- An important part of the Company's culture is its commitment to diversity and inclusion, and we've been recognized for our dedication to this important area. Insight supports 7 Teammate Resource Groups, which represent various diverse groups of teammates and boasts 1,300+

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active members. These 7 groups, and our Diversity & Inclusion team, host 10+ events per month including (but not limited to) cultural celebrations, Allyship & Unconscious Bias training, guest speakers, and wellness events.

- Our Teammate Pulse Survey has ranked Diversity as our #1 scoring category for the past four years. In the Fortune Best Workplaces process, we learned that "Justice" was rated as the highest category by our teammates – the extent to which employees perceive that management promotes inclusive behavior, avoids discrimination, and is committed to providing fair appeal.
- Our leaders carefully review and monitor our Teammate Pulse Survey results year over year and create action plans to increase teammate engagement. We have seen positive trending over the last five years and are proud of the culture at Insight.
- To support teammates and their families in crisis situations, the Company provides financial support through its charitable foundation, which has received millions in contributions over the last seven years from Insight, its teammates and its partners.
- Insight offers all teammates two paid Heart Days annually to volunteer their time to charitable organizations in the communities where they live and work.
- Insight also has trained Mental Health First Aid Certified teammates throughout the business globally in order to ensure our teammates have easy access points to the resources we have available to them and their family members.

As of December 31, 2021, we employed 11,624 teammates. Our teammates by operating segment were as follows:

Operating Segment	Number of Teammates
North America	9,260
EMEA	1,914
APAC	450

Our teammates in the United States are not represented by a labor union. Our work forces in certain foreign countries, such as Germany, have worker representative committees or work councils with which we maintain strong relationships. We believe our relations with our teammates are good, and we have never experienced a labor related work stoppage.

Our teammates by job function were as follows:

Job Function	Number of Teammates
Sales	3,670
Skilled, certified consulting and service delivery professionals	4,612
Total sales and client facing teammates	8,282
Management, support services and administration	2,955
Distribution	387

For a discussion of risks associated with our dependence on certain personnel, including sales personnel, see "Risk Factors – General Risk Factors – We depend on certain key personnel," in Part I, Item 1A of this report.

Our Seasonality

We experience some seasonal trends in our sales of hardware, software and services. For example:

- software sales are typically higher in our second and fourth quarters, particularly the second quarter;
- business clients, particularly larger enterprise businesses in the United States, tend to spend more in our fourth quarter and less in the first 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 stronger in our second quarter; and
- sales to public sector clients in the United Kingdom are often stronger in our first quarter.

These trends create overall seasonality in our consolidated results such that sales and profitability are expected to be higher in the second and fourth quarters of the year.

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Our Backlog

The majority of our backlog historically has been and continues to be open cancelable purchase orders. Our backlog has grown significantly in the past year, primarily as a result of our client's responses to supply chain constraints. We expect the supply chain constraints may not be fully alleviated in 2022 but our elevated backlog exiting the fourth quarter of 2021 will benefit the first half of 2022. We do not believe that backlog as of any particular date is predictive of future results.

Our Intellectual Property

We do not maintain a traditional research and development group, but we recognize the importance of intellectual property and its ability to differentiate us from our competitors. As part of our business, we provide value to clients based, in part, on our proprietary innovations, methodologies, reusable know-how and other intellectual property assets, that we protect through different forms of intellectual property protection, including trademarks, patents, copyrights, trade secrets and other protections in the United States and select foreign countries where we believe it is appropriate to seek such protection, under applicable laws. We also seek to maintain our trade secrets and confidential information by non-disclosure policies and agreements, as applicable, with teammates, clients, partners and others to protect our intellectual property rights. There can be no assurance, however, that the rights obtained can be successfully enforced against infringers in every jurisdiction. Although we believe the protection afforded by our trademarks, patents, copyrights and trade secrets has value, the rapidly changing technology in our industry and uncertainties in the legal process makes our future success dependent primarily on the innovative skills, technological expertise and management abilities of our employees. A valuable intellectual property asset is our Insight brand which is a registered trademark. We also license certain of our proprietary intellectual property rights to third parties. We have registered a number of domain names, applied for registration of other marks in the United States and in certain international jurisdictions, and, from time to time, filed patent applications. We believe our trademarks, in particular, have significant value, and we continue to invest in their promotion and protection.

For a discussion of risks associated with our intellectual property, see "Risk Factors – We may not be able to protect our intellectual property adequately, and we may be subject to intellectual property infringement claims," in Part I, Item 1A of this report.

Information about our Executive Officers

The following are our current executive officers:

Glynis A. Bryan, Chief Financial Officer, Age 63

Ms. Bryan joined Insight in December 2007 as our Chief Financial Officer. Prior to joining Insight, Ms. Bryan served as Executive Vice President and Chief Financial Officer at Swift Transportation Co., Inc. from April 2005 to May 2007. Prior to joining Swift, Ms. Bryan served as Chief Financial Officer at APL Logistics in Oakland, California and in various finance roles at Ryder System, Inc., including Chief Financial Officer of Ryder's largest business unit, Ryder Transportation Services. Ms. Bryan is a member of the board of directors and the audit committee of Pentair, Ltd., a diversified industrial manufacturing company and of Pinnacle West Capital Corporation. In January 2018, she was appointed to the Economic Advisory Council for the Federal Reserve Bank of San Francisco.

Samuel C. Cowley, Senior Vice President, General Counsel and Secretary, Age 61

Mr. Cowley joined Insight in June 2016 as our Senior Vice President and General Counsel. Prior to joining Insight, Mr. Cowley served as General Counsel and Vice President, Business Development of Prestige Brands Holdings, Inc., a company that markets and distributes over-the-counter healthcare products, from February 2012 to June 2016. He previously served as Executive Vice President, Business Development and General Counsel of Matrixx Initiatives, Inc. and Executive Vice President and General Counsel of Swift Transportation Co., Inc. Prior to that, he practiced law in the business and finance groups with the law firms of Snell & Wilmer and Reid & Priest.

Rachael A. Crump, Principal Accounting Officer and Global Corporate Controller, Age 46

Ms. Crump joined Insight in December 2016 as Vice President of Finance, Controller – North America and was appointed Principal Accounting Officer and Global Corporate Controller in September 2018. Ms. Crump is a Certified Public Accountant. She began her career in public accounting in 1997 with Ernst & Young LLP. Ms. Crump has held controller positions with several multinational companies in the software, medical services and semiconductor industries. Prior to joining Insight, Ms. Crump served as the Senior

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Director Controller, Global Accounting at Amkor Technology, Inc., a semiconductor product packaging and test services provider, from 2006 to 2016.

James A. Morgado, Senior Vice President of Finance, Age 49

Mr. Morgado joined Insight in January 2022 as Senior Vice President of Finance. For the past four years, he served as the Vice President of Finance for Synopsys, Inc., an enterprise software engineering company focused on electronic design automation, where he was responsible for Corporate Planning, FP&A, Treasury, Procurement and Supply Chain Finance. Prior to Synopsys, Mr. Morgado worked for Juniper Networks, Inc. in positions of escalating responsibility within Finance. Mr. Morgado completed both his undergraduate degree (Business Management) and master's degree (MBA) at Santa Clara University.

Joyce A. Mullen, President, President and Chief Executive Officer, Age 59

Ms. Mullen was appointed President and Chief Executive Officer and a director of Insight effective January 1, 2022. Ms. Mullen joined Insight in October 2020 as our President of the North America Region. Prior to joining Insight, Ms. Mullen spent 21 years of her career at Dell Technologies in a variety of sales, service delivery, and IT solutions roles. Ms. Mullen also serves on the Board of The Toro Company (NYSE: TTC). She completed her undergraduate studies at Brown University in International Relations, and she holds an MBA from Harvard University.

Jeffery Shumway, Chief Information Officer, Age 63

Mr. Shumway joined Insight September 2005 as a consulting information systems analyst. Mr. Shumway held various positions of increasing responsibility at Insight including Vice President of Application Development from August 2010 to September 2017 and Senior Vice President of Global IT Operations from October 2017 until May 2019, when he was promoted to Global Chief Information Officer. Prior to joining Insight, Mr. Shumway held a variety of leadership positions at Belden Communications. Prior to starting his career in the field of information technology, Mr. Shumway served as a Phoenix, Arizona Police Officer, holding many roles including Sergeant of the Computer Services Bureau.

Emma de Sousa, President – Insight EMEA, Age 45

Ms. de Sousa joined Insight in 2003. Ms. de Sousa has held various positions of increasing responsibility at Insight including Managing Director of the United Kingdom and Ireland from January 2009 to March 2017, and Senior Vice President of United Kingdom and EMEA Marketing from March 2017 until January 2021, when she was promoted to President of the EMEA business. Prior to joining Insight, Ms. de Sousa held various marketing and sales roles.

Available Information

Our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to such reports filed pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the reports filed pursuant to Section 16(a) of the Exchange Act are available free of charge on our web site at www.insight.com, as soon as reasonably practicable after we electronically file them with, or furnish them to, the SEC. The information contained on our web site is not included as a part of, or incorporated by reference into, this Annual Report on Form 10-K.

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Item 1A. Risk Factors

Risks Related to Our Business, Operations and Industry

The IT hardware, software and services industry is intensely competitive, and actions of our competitors, including manufacturers and publishers of products we sell, can negatively affect our business. Competition in the industry is based on price, product availability, speed of delivery, credit availability, quality and breadth of product lines, and, increasingly, on the ability to provide services and tailor specific solutions to client needs. Many of our manufacturer and publisher partners are also our competitors, as many sell directly to business customers, particularly larger corporate customers. In addition to the manufacturers and publishers of products we sell, we compete with a large number and wide variety of providers and resellers of IT hardware, software and services. We believe our industry will see further consolidation as product resellers and direct marketers combine operations or acquire or merge with other resellers, service providers and direct marketers to increase efficiency, service capabilities and market share. Moreover, current and potential competitors have established or may establish cooperative relationships among themselves or with third parties to enhance their product and service offerings. Accordingly, it is possible that new competitors or alliances among competitors may emerge and acquire significant market share.

The competitive landscape in which we operate continues to change as new technologies are developed. While innovation helps our business as it creates new offerings for us to sell, it can also disrupt our business model and create new and stronger competitors. For instance, while cloud-based solutions present an opportunity for us and make up a significant part of our business and future, cloud-based solutions and technologies developed by manufacturer and publisher partners could be sold directly to customers rather than utilizing solutions providers like us, or such partners could otherwise reduce the amount of hardware or software we sell, leading to a reduction in our sales and/or profitability. Accordingly, we are dependent on continued innovations by our current vendor partners and our ability to partner with new and emerging technology providers.

Generally, pricing is very aggressive in the industry, and we expect pricing pressures to continue. There can be no assurance that we will be able to negotiate prices as favorable as those negotiated by our competitors or that we will be able to offset the effects of price reductions with an increase in the number of clients, higher net sales, cost reductions or higher sales of services, which are typically at higher gross margins, or otherwise. Price reductions by our competitors that we either cannot or choose not to match could result in an erosion of our market share and/or reduced sales or, to the extent we match such reductions, could result in reduced operating margins or inventory impairment charges, any of which could have a material adverse effect on our business, financial condition and results of operations.

Some of our competitors in each of our operating segments may have greater technical, marketing and other resources than we do. In addition, some of these competitors may be able to respond more quickly to new or changing opportunities, technologies and client requirements. Many current and potential competitors also may have greater name recognition and engage in more extensive promotional activities, offer more attractive terms to their customers and adopt more aggressive pricing policies than we do. Additionally, some of our competitors have higher margins and/or lower operating cost structures, allowing them to price more aggressively. There can be no assurance that we will be able to compete effectively with current or future competitors or that the competitive pressures we face will not have a material adverse effect on our business, financial condition and results of operations.

We rely on our partners for product availability, competitive products to sell and marketing funds and purchasing incentives, which can change significantly in the amounts made available and the requirements year over year. We acquire products for resale both directly from manufacturers and publishers and indirectly through distributors, and the loss of a significant partner relationship could cause a disruption in the availability of products to us. There can be no assurance that manufacturers and publishers will continue to sell or will not limit or curtail the availability of their product to resellers like us. The loss of, or change in business relationship with, any of our key vendor partners could negatively impact our business.

In addition, certain manufacturers, publishers and distributors provide us with substantial incentives in the form of rebates, marketing funds and other investments, purchasing incentives, early payment discounts, referral fees and price protections (collectively, "partner funding"). Partner funding is used to offset, among other things, inventory costs, costs of goods sold, marketing costs and other operating expenses. Certain of these funds are based on our volume of sales or purchases, growth rate of net sales, increases in client usage, or purchases and marketing programs. If we do not meet the goals of these programs or if we are not in compliance with the terms of these programs, there could be a material negative effect on the amount of incentives offered or paid to us by manufacturers and publishers. We

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continue to experience adverse partner funding program changes that reduce the incentives many partners make available to us and that change the requirements for earning such incentives. If we are unable to react timely to remediate and respond to these changes in partner funding programs of publishers and manufacturers, including the elimination of, or significant reductions in, funding for some of the activities for which we have been compensated in the past, the changes could have a material adverse effect on our business, financial condition and results of operations. This is especially true in connection with the incentive programs of our largest partners: Microsoft, Dell, Cisco Systems, HP Inc. and Lenovo. There can be no assurance that we will continue to receive such incentives in the future.

We may not be able to keep pace with rapidly evolving technological advances and the evolving competitive marketplace in which we sell our service offerings. Our success depends on our ability to continue to develop and implement services and solutions that anticipate and respond to rapid and continuing changes in technology and market demand to serve the needs of our clients. For example, cloud, security, and digital-related solutions are continuously evolving, and there is rapid development and technological evolution in areas such as IoT, edge-computing, computer vision, advanced machine learning and AI, automation, augmented reality, blockchain and as-a-service solutions. If we do not invest sufficiently in new technologies, successfully adapt to industry developments and evolving client demand at sufficient speed and scale, we may be unable to develop or maintain a competitive advantage in the market and execute on our growth strategy and initiatives, which could have a material adverse effect on our business.

The COVID-19 global pandemic has adversely impacted, and may continue to adversely impact, our business, results of operations and financial condition. The widespread outbreak of any other illnesses or communicable diseases could also adversely affect our business, results of operations and financial condition.

The occurrence of regional epidemics or a global pandemic may adversely affect our operations, financial condition, and results of operations. We could be negatively impacted by the widespread outbreak of an illness, any other communicable disease or any other public health crisis that results in economic and trade disruptions, including the disruption of global supply chains. To date, the COVID-19 pandemic has adversely impacted, and may continue to adversely impact, our business, results of operations and financial condition.

The COVID-19 outbreak has resulted in government authorities around the world implementing various measures to try to reduce the spread of COVID-19, such as travel bans and restrictions, quarantines, "shelter-in-place," "stay-at-home," total lock-down orders, business limitations or shutdowns and similar orders. As a result, the COVID-19 pandemic has negatively impacted the global economy, disrupted global supply chains and workforce participation, and initially created significant volatility and disruption of financial markets. More recently, new variants of COVID-19, such as the Delta and Omicron variants, that are significantly more contagious than previous strains, have emerged. The spread of these new strains is causing many government authorities and businesses to reimplement prior restrictions in an effort to lessen the spread of COVID-19 and its variants.

Our business operations have been, and could continue to be, adversely impacted by the COVID-19 pandemic, as may our financial performance and results of operations. For example, we observed a pronounced impact of COVID-19 on our 2020 financial results when compared to internal expectations and minimal negative impact on our 2021 financial results. We anticipate demand for our products and services may continue to be impacted going into 2022 as suppliers encounter product shortages and clients continue to evaluate the impact of COVID-19 on their businesses, their profitability and their liquidity. While we experienced a decline in hardware bookings in response to COVID-19 in 2020, bookings in 2021 have increased significantly and we exited 2021 with elevated bookings going into the first quarter of 2022. See "Management's Discussion and Analysis of Financial Condition and Results of Operations – Overview – COVID-19 and Supply Chain Constraints Update" for additional information.

Additionally, our business operations, financial performance and results of operations have been and could be further adversely impacted in a number of ways, which may include, but is not limited to, the following:

- disruptions to our operations, including any closures of our offices and facilities; restrictions on our operations and sales, marketing and distribution efforts; and interruptions to our other important business activities;
- further reduced demand for our products and services due to disruptions to the businesses and operations of our clients;
- interruptions, availability or delays in global shipping to transport our products;
- further disruptions, slowdowns or stoppages in the supply chain for our products;

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- limitations on employee resources and availability, including due to sickness, government restrictions, labor supply shortages, the desire of employees to avoid contact with large groups of people or mass transit disruptions;
- the ability of our clients to pay for our products, services and solutions;
- a continuation or worsening of general economic conditions, including increased inflation;
- the willingness of clients in the travel, hospitality, retail and other industries significantly impacted by the pandemic to continue with current and expected projects;
- a fluctuation in foreign currency exchange rates or interest rates, which could result from market uncertainties;
- an increase in the cost or the difficulty to obtain debt or equity financing, which could affect our financial condition or our ability to fund operations or future investment opportunities;
- changes to the carrying value of our goodwill and intangible assets; and
- an increase in regulatory restrictions or continued market volatility, which could hinder our ability to execute strategic business activities, including acquisitions, as well as negatively impact our stock price.

The spread of COVID-19 has caused us to modify our business practices (including suspending most teammate travel, allowing remote teammate work locations, and the cancellation or limitation of physical participation in most meetings, events and conferences), and we anticipate taking further actions as may be required by government authorities or that we determine are in the best interests of our clients, partners and teammates. There is no certainty that such measures will be sufficient to mitigate the risks posed by the virus, and our ability to perform critical functions could be harmed. Further, should any key teammates become ill from COVID-19 and unable to work, the attention of the management team could be diverted.

The potential effects of the COVID-19 pandemic may also impact our other risk factors discussed in this "Risk Factors" section. The ultimate extent of the impact of the COVID-19 pandemic on our business operations, financial performance and results of operations, including our ability to execute our business strategies and initiatives in the expected time frame, is currently unknown and will depend on future developments, which are highly uncertain, continuously evolving and cannot be predicted. This includes, but is not limited to, the duration and spread of the COVID-19 pandemic and its severity; the emergence and severity of its variants; the availability and efficacy of vaccines (particularly with respect to emerging strains of the virus) and potential hesitancy to utilize them; other protective actions taken to contain the virus or treat its impact, such as restrictions on travel and transportation; general economic factors, such as increased inflation; supply chain constraints; labor supply issues; and how quickly and to what extent normal economic and operating conditions can resume.

General economic and political conditions, including unfavorable conditions in a particular region, business or industry sector, may lead our clients to delay or forgo investments in IT hardware, software and services. Weak economic conditions generally or any broad-based reduction in IT spending, including as a result of the COVID-19 pandemic, adversely affects our business, operating results and financial condition. A prolonged slowdown in the global economy or similar crisis, or in a particular region or business or industry sector, or tightening of credit markets, could cause our clients to have difficulty accessing capital and credit sources, delay contractual payments, or delay or forgo decisions to upgrade or add to their existing IT environments, license new software or purchase products or services (particularly with respect to discretionary spending for hardware, software and services). Such events could have a material adverse effect on our business, financial condition and results of operations. Economic or industry downturns could result in longer payment cycles, increased collection costs and defaults in excess of our expectations. A significant deterioration in our ability to collect on accounts receivable could also impact the cost or availability of financing under our accounts receivable securitization program.

Our sales to public sector clients are also impacted by government spending policies, government shutdowns, budget priorities and revenue levels. An adverse change in government spending policies (including budget cuts at the federal, state and local level), budget priorities or revenue levels could cause our public sector clients to reduce their purchases or to terminate or not renew their contracts with us. These possible actions or the adoption of new or modified procurement regulations or practices could have a material adverse effect on our business, financial position and results of operations.

Worldwide economic conditions and market volatility as a result of political leadership in certain countries and other disruptions to global and regional economies and markets, including increases in inflation and interest rates, may impact future business activities. External factors, such as potential terrorist attacks, acts of war, geopolitical and social turmoil or epidemics and other similar outbreaks in many parts of the world, could prevent or hinder our ability to do business, increase our costs and negatively affect our stock price. More generally, these geopolitical, social and economic conditions could result in increased volatility in the United States and worldwide financial markets and economy. Political developments, economic instability or natural disasters impacting international trade, including continued

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uncertainty surrounding the Referendum on the United Kingdom's Membership in the European Union ("EU") (referred to as "Brexit") and, trade disputes and increased tariffs, particularly between the United States and China, may negatively impact markets and cause weaker macroeconomic conditions or drive sentiment that weakens demand for our products and services. Potential adverse consequences of Brexit such as global market uncertainty, volatility in currency exchange rates, greater restrictions on imports and exports between the United Kingdom and EU countries and increased regulatory complexities could have a negative impact on our business, financial condition and results of operations.

Changes in the IT industry and/or rapid changes in technology may reduce demand for the IT hardware, software and services we sell or change who makes purchasing decisions for IT hardware, software and services. Our results of operations are influenced by a variety of factors, including the condition of the IT industry, shifts in demand for, or availability of, IT hardware, software, peripherals and services, and industry innovation and the introduction of new products and technologies. The IT industry is characterized by rapid technological change and the frequent introduction of new products and changing delivery channels and models, which can decrease demand for current products and services and can disrupt purchasing patterns. If we fail to react in a timely manner to such changes, we may experience lower sales and, with respect to hardware, we may have to record write-downs of obsolete inventory. In addition, in order to satisfy client demand, protect ourselves against product shortages, obtain greater purchasing discounts and react to changes in original equipment manufacturers' terms and conditions, we may decide to carry inventory of products that may have limited or no return privileges. There can be no assurance that we will be able to avoid losses related to inventory obsolescence on these products. Additionally, if purchasing power within our clients shifts from centralized procurement functions to business units or individual end users and we are unable to react timely to any such changes, these shifts in purchasing power could have a material adverse effect on our business, financial conditions and results of operations.

The cloud and "as-a-service" models are transforming the IT market and introducing new products, services and competitors to the market. In many cases, these new distribution models allow enterprises to obtain the benefits of commercially licensed, internally operated software with less complexity and lower initial set-up, operational and licensing costs, which increases competition for us. There can be no assurance that we will be able to adapt to, or compete effectively with, current or future distribution channels or competitors or that the competitive pressures we face will not have a material adverse effect on our business, financial condition and results of operations.

We are exposed to accounts receivable risks. We extend credit to our clients for a significant portion of our net sales, typically on 30-day payment terms. We are subject to the risk that our clients may not pay for the products and services they have purchased, or may pay at a slower rate than we have historically experienced, the risk of which is heightened during periods of economic downturn or uncertainty or, in the case of public sector clients, during periods of budget constraints.

We rely on independent shipping companies for delivery of products and are subject to price increases or service interruptions from these carriers. We generally ship hardware products to our clients by FedEx, United Parcel Service and other commercial delivery services and invoice clients for delivery charges. If we are unable to pass on to our clients current and future increases in the cost of commercial delivery services, our profitability could be adversely impacted. Additionally, strikes, inclement weather, natural disasters or other service interruptions, including as a result of the COVID-19 pandemic, sustained by such shippers could adversely impact our ability to deliver products on a timely basis. Such events could have a material adverse effect on our business, financial condition and results of operations.

There are risks associated with our international operations that are different than the risks associated with our operations in the United States, and our exposure to the risks of a global market could hinder our ability to maintain and expand international operations. Outside of the United States, we have operation centers in Australia, Canada, France, Germany, India, the Philippines and the United Kingdom, as well as sales offices throughout EMEA and APAC. In the regions in which we do not currently have a physical presence, we serve our clients through strategic relationships. In implementing our international strategy, we may face barriers to entry and competition from local companies and other companies that already have established global businesses, as well as the risks generally associated with conducting business internationally. The success and profitability of international operations are subject to numerous risks and uncertainties, many of which are outside of our control, such as:

- political or economic instability;
- changes in governmental regulation or taxation (foreign and domestic);
- currency exchange fluctuations;
- changes in import/export laws, regulations and customs and duties and tariffs (foreign and domestic);

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- trade restrictions (foreign and domestic);
- difficulties of conducting business, managing operations, and costs of staffing in certain foreign countries;
- work stoppages or other changes in labor conditions;
- taxes and other restrictions on repatriating foreign profits back to the United States;
- extended payment terms;
- seasonal reductions in business activity in some parts of the world; and
- natural disasters, terrorism, civil unrest, public health concerns (including health epidemics or outbreaks of communicable diseases such as the COVID-19 pandemic) and other geopolitical uncertainties.

In addition, changes in policies and/or laws of the United States or foreign governments, including data privacy restrictions such as the General Data Protection Regulation ("GDPR") resulting in, among other changes, higher taxation, tariffs or similar protectionist laws, currency conversion limitations, limitations on business operations, or the nationalization of private enterprises could reduce the anticipated benefits of international operations and could have a material adverse effect on our business, financial condition and results of operations.

We have currency exposure arising from both sales and purchases denominated in foreign currencies, including intercompany transactions outside the United States, and we currently conduct limited hedging activities. In addition, some currencies may be subject to limitations on conversion into other currencies, which can limit the ability to otherwise react to rapid foreign currency devaluations. We cannot predict with precision the effect of future exchange-rate fluctuations, and significant rate fluctuations could have a material adverse effect on our business, financial condition and results of operations.

International operations also expose us to currency fluctuations as we translate the financial statements of our foreign operations to U.S. dollars.

A natural disaster or other adverse occurrence at one of our primary facilities could damage our business. We have warehouse and distribution facilities in the United States and Canada and in the United Kingdom and Germany. If the warehouse and distribution equipment at one of our distribution centers were to be seriously damaged, or negatively impacted, by a natural disaster or other adverse occurrence, we could utilize another distribution center or third-party distributors to ship products to our clients. However, this may not be sufficient to avoid interruptions in our service and may not enable us to meet all of the needs of our clients and would cause us to incur incremental operating costs. In addition, we operate numerous sales offices which may contain both business-critical data and confidential information of our clients. A natural disaster or other adverse occurrence at any of our major sales offices, including any closures or restrictions on operations as a result of the COVID-19 pandemic, could negatively impact our business, results of operations or cash flows.

Risks Related to Our Technology, Data and Intellectual Property

Disruptions in our IT systems and voice and data networks could affect our ability to service our clients and cause us to incur additional expenses. We believe that our success to date has been, and future results of operations will be, dependent in large part upon our ability to provide prompt and efficient service to our clients. Our ability to provide that level of service is largely dependent on the ease of use, accuracy, quality and utilization of our IT systems, which impacts our ability to manage our sales, client service, distribution, inventories and accounting systems, and the reliability of our voice and data networks and managed services offerings. If our current technology is determined to have a shorter economic life or the value of our current system is impaired, or necessary improvements to our technology are significantly delayed, we could incur additional expense and/or charges. The continuing development of our IT systems is crucial for our success. Accordingly, some of our IT systems are subject to ongoing IT projects designed to streamline or optimize the information systems. In addition, we recently migrated our EMEA operations to the same core IT systems and tools used in North America and APAC. There is no guarantee that we will be successful in these efforts at all times or that there will not be implementation or integration difficulties. In addition, a substantial interruption in our IT systems or in our voice and data networks, however caused, could occur and could have a material adverse effect on our business, financial condition and results of operations.

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Cyberattacks, data incidents and breaches in the security (i) of our information systems and networks, (ii) of the products we sell and services we provide, and (iii) of the electronic and confidential information in our possession could materially adversely impact our financial condition, results of operations, reputation, and relationships with clients, partners, vendors, and teammates.

We are dependent upon automated information technology processes. Privacy, security, and compliance concerns have continued to increase as technology has evolved to facilitate commerce and as cross-border commerce increases. As part of our normal business activities, we collect and store or have access to certain proprietary confidential, and personal information, including information about teammates and information about partners, vendors, and clients which may be entitled to protection under a number of regulatory regimes. In the course of normal and customary business practice, we may share some of this information with vendors and partners who assist us with certain aspects of our business. Moreover, the success of our operations depends upon the secure transmission of confidential and personal data over public networks, including the use of cashless payments. The protection and security of our network systems, our clients' systems, applications, and platforms to which we have access, and our own information, as well as information relating to our clients, partners, vendors, and teammates, is vitally important to us as the compromise, loss, theft, misuse, or unauthorized access to such networks or information could lead to significant reputational or competitive harm, result in litigation involving us or our business partners, expose us to regulatory proceedings, and cause us to incur substantial liability or expenses.

The frequency, intensity, and sophistication of cyberattacks and data security incidents has significantly increased in recent years and is constant. As with many other businesses, we are continually subject to cyber-attacks and the risk of data security incidents. Due to the increased risk of these types of attacks and incidents, we expend significant resources on information technology and data security tools, measures, and processes designed to protect our networks systems, services, and the personal, confidential or proprietary information in our possession, and to ensure an effective response to any cyber-attack or data security incident. We have privacy and data security policies in place that are designed to detect, prevent, and/or mitigate cyberattacks and data security incidents. Whether or not these policies, tools, and measures are ultimately successful, the expenditures could have an adverse impact on our financial condition and results of operations, and divert management's attention from pursuing our strategic objectives. As newer technologies evolve, and the portfolio of the service providers we share confidential information with grows, we could be exposed to increased risks from cyberattacks, data security events, and data breaches, including those from human error, negligence or mismanagement or from illegal or fraudulent acts.

Although we take the security of our network systems and information seriously, there can be no assurance that the security measures we employ will effectively prevent unauthorized persons from obtaining unauthorized access to our systems and information due to the evolving nature and intensity of cyberattacks and threats to data security, in light of new and sophisticated tools and methods used by criminals and cyberterrorists to penetrate and compromise systems, including computer viruses, malware, ransomware, phishing, misrepresentation, social engineering and forgery, which make it increasingly challenging to anticipate, harder to detect, and more difficult to adequately mitigate these risks. Any failure on the part of us or our vendors to maintain the security of our network systems and the proprietary, confidential, and personal data in our possession, including via the penetration of our network security and the misappropriation of proprietary, confidential and personal information, could result in costly investigations and remediation, business disruption, damage to our reputation, financial obligations to third parties, fines, penalties, regulatory proceedings and private litigation with potentially large costs, and also result in deterioration in our teammates', partners' and clients' confidence in us and other competitive disadvantages, and thus could have a material adverse effect on our business, financial condition and results of operations.

Cyberthreats are constantly evolving, increasing the difficulty of detecting and successfully defending against them. Malicious individuals, organizations, and nation-state threat actors may attempt to penetrate or compromise our network systems, the products we sell, or services we provide in order to access, acquire, misappropriate, disclose, alter, or otherwise compromise our teammates', clients', and partners' proprietary, confidential, technical business, and/or personal information in our possession or to which we have access, create system disruptions, cause system or operations shutdowns or perpetrate secondary attacks against our clients, partners, and teammates. Such individuals or organizations also may develop or deploy viruses, worms, ransomware or otherwise exploit security vulnerabilities of our systems or our product offerings, or attempt to fraudulently induce our employees, clients or others to disclose passwords or other sensitive information or unwittingly provide access to our systems, data, or client environments. Cyberthreats, cyberattacks, data security incidents, data breaches, malware and similar disruptions from unauthorized access or tampering by malicious actors or inadvertent error could disrupt the security of our systems and business applications, impair our ability to provide services to our clients and protect the privacy of their data, resulting in the unauthorized access to, acquisition, misappropriation,

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disclosure, alteration, or compromise of confidential, proprietary or technical business information or personal information and thereby could harm our reputation, client relationships, business, and competitive position.

Like many other businesses, we have been, are, and expect to continue to be, subject to cyberattacks, and data security incidents. Additionally, some of the hardware and software products we resell could have defects, viruses, vulnerabilities, or otherwise be the subject of cyberattacks, data security events, or data breaches. We would consider the consequences of such attacks to be the responsibility of the respective manufacturers and publishers of such products, however, if such circumstances were to arise, we may be required to notify clients, regulators and individuals and thereby could be subject to litigation, regulatory inquiry, loss of business, and reputational harm.

We may not be able to protect our intellectual property adequately, and we may be subject to intellectual property infringement claims. To protect our intellectual property, we rely on copyright, trademark and trade secret laws, unpatented proprietary know-how, and patents, as well as confidentiality, invention assignment, non-solicitation and non-competition agreements. There can be no assurance that these measures will afford us sufficient protection of our intellectual property, and it is possible that third parties may copy or otherwise obtain and use our proprietary information without authorization or otherwise infringe on our intellectual property rights. The disclosure of our trade secrets could impair our competitive position and could have a material adverse effect on our business, financial condition and results of operations. In addition, our registered trademarks and trade names are subject to challenge by third parties. This may impact our ability to continue using those marks and names. Likewise, many businesses are actively investing in, developing and seeking protection for intellectual property in the areas of search, indexing, e-commerce and other Web-related technologies, as well as a variety of on-line business models and methods, all of which are in addition to traditional research and development efforts for IT products and application software, and non-practicing entities continue to invest in acquiring patent portfolios for the purpose of turning the portfolios into income-generating assets, whether through licensing campaigns or litigation. If there is a determination that we have infringed the proprietary rights of others, we could incur substantial monetary liability, be forced to stop selling infringing products or providing infringing services, be required to enter into costly royalty or licensing agreements, if available, or be prevented from using the rights, which could force us to change our business practices or hardware, software or services offerings in the future. These types of claims and challenges could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Regulatory and Legal Matters

We are exposed to risks from legal proceedings and client audits and failure to comply with the laws and regulations applicable to our operations could adversely impact our business, results of operations or cash flows. We are party to various legal proceedings that arise in the ordinary course of our business, which include commercial, employment, tort and other litigation. Because of our significant sales to governmental entities, we also are subject to audits by federal, state, international, national, provincial and local authorities in the ordinary course of our business. We also are subject to and currently engaged in audits by various vendor partners and large clients, including government agencies, relating to purchases and sales under various contracts. In addition, we are subject to indemnification claims under various contracts. Current and future litigation, infringement claims, governmental proceedings and investigations, audits or indemnification claims that we face may result in substantial costs and expenses and significantly divert the attention of our management regardless of the outcome. Additionally, our operations are subject to numerous U.S. and foreign laws and regulations in a number of areas including areas of labor and employment, advertising, e-commerce, tax, import and export requirements, anti-corruption, data privacy requirements, including data privacy restrictions such as the GDPR or the California Consumer Privacy Act ("CCPA"), data breach notification laws, and certain data security regulations, anti-competition, and environmental, health, and safety. Compliance with these laws, regulations and similar requirements may be onerous and expensive, and they may be inconsistent from jurisdiction to jurisdiction, further increasing the cost of compliance and doing business, and the risk of noncompliance. We have implemented policies and procedures designed to help ensure compliance with applicable laws and regulations, but there can be no guarantee against teammates, contractors, or agents violating such laws and regulations or our policies and procedures.

The failure to comply with the terms and conditions of our commercial and public sector contracts could result in, among other things, damages, fines or other liabilities. Sales to commercial clients are based on stated contractual terms, the terms and conditions on our website or terms contained in purchase orders on a transaction by transaction basis. Sales to public sector clients are derived from sales to federal, state and local governmental departments and agencies, as well as to educational institutions, through open market sales and various contracts and programs. Noncompliance with contract terms, or stated terms and conditions on our website, particularly to highly regulated public sector clients,

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or with government procurement regulations and other requirements could result in fines or penalties against us or termination of contracts, and, in the public sector, could also result in civil, criminal, and administrative liability. With respect to our public sector clients, the government's remedies may include suspension or debarment. In addition, almost all of our contracts have default provisions, and substantially all of our contracts in the public sector are terminable at any time for convenience of the contracting agency.

Changes in, interpretations of, or enforcement trends related to tax rules and regulations may adversely affect our effective income tax rates or operating margins and we may be required to pay additional tax assessments. We conduct business globally and file tax returns in various U.S. and foreign tax jurisdictions. Our effective income tax rate could be adversely affected by various factors, many of which are outside of our control, including:

- changes in pre-tax income in various jurisdictions in which we operate that have differing statutory tax rates;
- increases in corporate tax rates and the availability of deductions or credits in the United States and elsewhere;
- changes in tax laws, regulations, and/or interpretations of such tax laws in multiple jurisdictions, including but not limited to U.S. federal and state regulations or interpretations;
- tax effects related to acquisition accounting; and
- resolutions of issues arising from tax examinations and any related interest or penalties.

The determination of our worldwide provision for income taxes and other tax liabilities requires estimation, judgment and complex calculations in situations where the ultimate tax determination may not be certain. Our determination of tax liabilities is always subject to review or examination by tax authorities in various jurisdictions. Any adverse outcome of such review or examination could have a material adverse effect on our financial condition and results of operations.

Risks Related to Our Indebtedness

We have a substantial amount of indebtedness, which could have important consequences to our business. We have a substantial amount of indebtedness. As of December 31, 2021, we had \$361.6 million of total long-term debt outstanding, as defined by U.S. generally accepted accounting principles ("GAAP"), and an additional \$311.9 million of obligations outstanding under our inventory financing agreements. We also have the ability to borrow an additional \$1.1 billion under our senior secured credit facility. Our substantial indebtedness could have important consequences, that could have a material adverse effect on our business, financial condition and results of operations, including the following:

- making it more difficult for us to satisfy our obligations with respect to our indebtedness;
- requiring us to dedicate a substantial portion of our cash flow from operations to debt service payments on our and our subsidiaries' debt, which reduces the funds available for working capital, capital expenditures, acquisitions and other general corporate purposes;
- requiring us to comply with restrictive covenants in our senior secured debt facility, which limits the manner in which we conduct our business;
- limiting our flexibility in planning for, or reacting to, changes in the industry in which we operate;
- placing us at a competitive disadvantage compared to any of our less-leveraged competitors;
- increasing our vulnerability to both general and industry-specific adverse economic conditions; and
- limiting our ability to obtain additional debt or equity financing to fund future working capital, capital expenditures, acquisitions or other general corporate requirements and increasing our cost of borrowing.

The conditional conversion feature of the Notes, which has been triggered, may adversely affect our financial condition and operating results. In the event the conditional conversion feature of the Notes continues to be triggered, holders of Notes will be entitled to convert the Notes at any time during specified periods at their option. If one or more holders elect to convert their Notes, we would be required to settle the principal portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders of Notes do not elect to convert their Notes, we would be required under applicable accounting rules to reclassify all of the outstanding principal of the Notes as a current rather than long-term liability, which would result in a material reduction of our net current assets.

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We are subject to counterparty risk with respect to the Call Spread Transactions. The option counterparties are financial institutions or affiliates of financial institutions, and we are subject to the risk that one or more of such option counterparties may default under the Call Spread Transactions. Our exposure to the credit risk of the option counterparties will not be secured by any collateral. If any option counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure at that time under the Call Spread Transaction. Our exposure will depend on many factors but, generally, the increase in our exposure will be correlated to the increase in our common stock market price and in the volatility of the market price of our common stock. In addition, upon a default by the option counterparty, we may suffer adverse tax consequences and dilution with respect to our common stock.

We may face risk associated with the discontinuation of and transition from London Interbank Offered Rate (LIBOR) as a benchmark interest rate. We may face risk associated with the discontinuation of and transition from London Interbank Offered Rate (LIBOR) as a benchmark interest rate. We have outstanding U.S. Dollar denominated debt with variable interest rates based on LIBOR, and it is anticipated that LIBOR for all U.S. Dollar tenors will be discontinued as of the year ending 2023. The expected discontinuation of LIBOR for all U.S. Dollar tenors will require lenders and their borrowers to transition from LIBOR to an alternative benchmark interest rate, which could have an impact on and risk to the Company if not completed in a timely manner. The Company's current material loan documents include an alternative benchmark interest rate for U.S. Dollars based initially on the Secured Overnight Financing Rate. At this time, however, it is not possible to predict the effect of any changes to LIBOR, any phase out of LIBOR or any establishment of alternative benchmark rates in the future. While various bodies, including governmental agencies, are seeking to identify an alternative rate to replace LIBOR, including the Secured Overnight Financing Rate, there is uncertainty regarding which alternative reference rate will replace LIBOR. Any new benchmark rate will likely not replicate LIBOR exactly, which could impact our contracts which terminate after 2023. In addition, any changes to benchmark rates in the future may have an uncertain impact on our cost of funds and our access to the capital markets, which could impact our results of operations and cash flows.

Our acquisition strategy may increase our outstanding debt and interest expense and decrease the availability under our financing facilities, all of which could have a material adverse effect on our results of operations and financial condition. To fund our acquisition initiatives, we increase our total borrowings from time to time, such as with the PCM acquisition. These additional borrowings have the effect of increasing our future interest expenses and require escalating amortization payments. Additionally, certain of our financing facilities have interest rates that vary based on market conditions and on utilization, which increases our exposure to interest rate fluctuations and may result in greater interest expense than we have forecasted.

Our financing facilities contain covenants that we must comply with in order to avoid an occurrence of an event of default. The covenants include, among other things, limitations on the payment of dividends and compliance with certain minimum fixed charge ratio and minimum receivables requirements, as well as meeting monthly, quarterly and annual reporting requirements. Our ability to maintain compliance with our financial covenants and to make scheduled payments on our financing facilities depends on our financial and operating performance. If we were unable to maintain compliance or to repay the borrowed amounts, the lenders under our financing facilities could declare an event of default and demand payment within a specified period of time.

General Risk Factors

Our future operating results may fluctuate significantly. Our operating results are highly dependent upon our level of gross profit as a percentage of net sales, which fluctuates due to numerous factors, including changes in prices from partners, changes in the amount and timing of partner funding, volumes of purchases, changes in client mix, management of our cash conversion cycle, the relative mix of products and services sold during the period, general competitive conditions, and strategic product and services pricing and purchasing actions, some of which have been affected by the COVID-19 pandemic. As a result of significant price competition and our higher concentration of large enterprise clients, our gross margins are low, and we expect them to continue to be low in the future. Increased competition arising from industry consolidation and low demand for certain IT products and services may hinder our ability to maintain or improve our gross margins. These low gross margins magnify the impact of variations in revenue and operating costs on our operating results. In addition, our expense levels are based, in part, on anticipated net sales and the anticipated amount and timing of partner funding, and a portion of our operating expenses are relatively fixed. Therefore, we may not be able to reduce spending quickly enough to compensate for any unexpected net sales shortfall, and we may not be able to reduce our operating expenses as a percentage of revenue to mitigate any further reductions in gross margins in the future. If we cannot proportionately decrease our cost structure, our business, financial condition and results of

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operations could suffer. In addition, a reduction in the amount of credit granted to us by our partners could increase our need for and cost of working capital and have a material adverse effect on our business, financial condition and results of operations.

We depend on certain key management personnel and our ability to attract, train and retain skilled teammates to satisfy client demand, including highly skilled technical resources with experience in key digital areas. We rely on key management to execute our strategy to grow profitable market share. The loss of one or more of these leaders, or a failure to attract and retain new executives, could have a material adverse effect on our business, financial condition and results of operations. We also believe that our future success will be largely dependent on our ability to attract, train and retain highly qualified management, sales, service and technical teammates, and we make significant investments in the development of our leadership team, sales executives, solution architects, services engineers, project managers and other IT resources. If we are not able to retain such personnel or to train them quickly enough to meet changing market conditions, we could experience a drop in the overall quality and efficiency of our sales and services teammates, and that could have a material adverse effect on our business, financial condition and results of operations.

Additionally, competition for skilled and non-skilled workers is intense and there are risks of sustained labor shortages in various regions. In some jurisdictions in which we operate, there is increasing demand for qualified resources to fill open positions. Our business has experienced and may continue to experience teammate attrition, which may cause us to incur increased costs to hire new teammates with the desired management and technical skills. Costs associated with recruiting, training and retaining teammates are significant. If we are unable to hire or deploy resources with the needed technical skill set or if we are unable to adequately equip our teammates with the skills needed, this could have a material adverse effect on our business. Furthermore, if we are unable to maintain an environment for teammates that is competitive and appealing, it could have an adverse effect on engagement and retention, and a material adverse effect on our business.

The acquisition, integration and operation of acquired businesses may disrupt our business and create additional expenses, and we may not achieve the anticipated benefits of the acquisitions. In connection with our strategic initiatives, we regularly acquire new businesses to expand our technical capabilities, product and service offerings and client base and to realize cost savings. All acquisitions entail various risks such as difficulties in realizing the benefits of the acquired business, exposure to unexpected liabilities, difficulties in retaining key employees and adverse client reactions. In addition, integration of an acquired business involves numerous risks, including assimilation of operations of the acquired business and difficulties in the convergence of IT systems, the diversion of management's attention from other business concerns, risks of entering markets in which we have had no or only limited direct experience, assumption of unknown or unquantifiable liabilities, the potential loss of key clients, difficulties assimilating and retaining teammates of those businesses into our culture and organizational structure, difficulties in completing strategic initiatives already underway in the acquired company, and unfamiliarity with partners of the acquired company, each of which could have a material adverse effect on our business, results of operations and financial condition. The continued integration activities of the acquired businesses into our business is difficult and time consuming, and we may be unable to achieve expected synergies and operating efficiencies over the long term. We cannot assure that these risks or other unforeseen factors will not offset the intended benefits of the acquisitions, in whole or in part.

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. In the future, we may sell additional shares of our common stock or equity-linked securities to raise capital. In addition, a substantial number of shares of our common stock is reserved for issuance upon the exercise of stock options, restricted stock units, upon conversion of the Notes and in connection with the warrants to be issued in connection with the Call Spread Transactions. We cannot predict the size of future issuances or the effect, if any, that they may have on the market price for our common stock. The issuance and sale of substantial amounts of common stock or equity-linked securities, or the perception that such issuances and sales may occur, could adversely affect the market price of our common stock and impair our ability to raise capital through the sale of additional equity or equity-linked securities.

Item 1B. Unresolved Staff Comments

Not applicable.

INSIGHT ENTERPRISES, INC.**Item 2. Properties**

Our principal executive offices are located in Tempe, Arizona. At December 31, 2021, we owned or leased approximately 2.3 million square feet of office and warehouse space, and, while approximately 72% of the square footage is in the United States, we own or lease office and warehouse facilities in Canada and in 11 countries in EMEA and we lease office facilities in 6 countries in APAC. We believe that our facilities are suitable and adequate for our present purposes, and we anticipate that we will be able to extend our existing leases on terms satisfactory to us or, if necessary, to locate substitute facilities on acceptable terms. Information about significant sales, distribution, services and administration facilities in use as of December 31, 2021 is summarized in the following table:

Operating Segment	Location	Primary Activities	Own or Lease
North America	Tempe, Arizona, USA	Executive Offices, Sales and Administration, Network Operations Center and Client Support Center	Lease
	Addison, Illinois, USA	Sales and Administration	Lease
	Eden Prairie, Minnesota, USA	Sales, Services and Administration	Lease
	Hanover Park, Illinois, USA	Services, Distribution and Administration	Lease
	Lewis Center, Ohio, USA	Services, Distribution and Administration	Own
	Worthington, Ohio, USA	Distribution	Lease
	Plano, Texas, USA	Sales and Administration	Lease
	Austin, Texas, USA	Sales and Administration	Lease
	Liberty Lake, Washington, USA	Sales and Administration	Lease
	Tampa, Florida, USA	Sales and Administration	Lease
	Conway, Arkansas, USA	Sales and Administration	Lease
	Edmonton, Alberta, Canada	Sales, Distribution and Administration	Lease
	Winnipeg, Manitoba, Canada	Sales and Administration	Lease
Montreal, Quebec, Canada	Sales and Administration	Own	
Montreal, Quebec, Canada	Distribution	Lease	
EMEA	Sheffield, United Kingdom	Sales and Administration	Own
	Sheffield, United Kingdom	Distribution	Lease
	Uxbridge, United Kingdom	Sales and Administration	Lease
	Frankfurt, Germany	Sales and Administration	Lease
	Frankfurt, Germany	Distribution	Lease
	Vélizy, France	Sales and Administration	Lease
APAC	Apeldoorn, Netherlands	Sales and Administration	Lease
	Sydney, New South Wales, Australia	Sales and Administration	Lease
	Perth, Australia	Sales and Administration	Lease
	Shanghai, China	Sales and Administration	Lease
Manila, Philippines	Operations Center	Lease	

In addition to those listed above, we have leased sales offices in various cities across North America, EMEA and APAC and during the fourth quarter of 2019, we completed the purchase of real estate in Chandler, Arizona that we intend to use as our global headquarters. For additional information on property and equipment and operating leases, see Notes 4 and 9 to the Consolidated Financial Statements in Part II, Item 8 of this report. For additional information on the sale of our Tempe, Arizona and Woodbridge, Illinois properties in 2021, see Note 3 to the Consolidated Financial Statements in Part II, Item 8 of this report.

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Item 3. *Legal Proceedings*

For a discussion of legal proceedings, see “Legal Proceedings” in Note 16 to the Consolidated Financial Statements in Part II, Item 8 of this report, which is incorporated by reference herein.

Item 4. *Mine Safety Disclosures*

Not applicable.

INSIGHT ENTERPRISES, INC.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock trades under the symbol "NSIT" on The Nasdaq Global Select Market. As of February 11, 2022, we had 34,896,501 shares of common stock outstanding held by 45 stockholders of record. This figure does not include an estimate of the number of beneficial holders whose shares are held of record by brokerage firms and clearing agencies.

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 senior secured revolving credit facility contains restrictions on the payment of cash dividends.

Issuer Purchases of Equity Securities

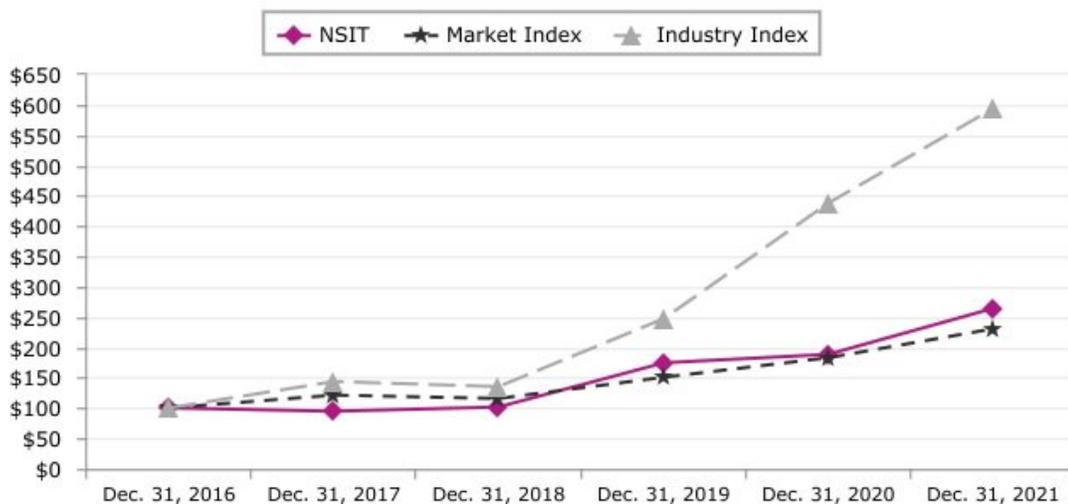
We did not repurchase shares of our common stock during the quarter ended December 31, 2021.

See further information on our share repurchase programs in Note 15 to the Consolidated Financial Statements in Part II, Item 8 of this report.

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Stock Price Performance Graph

Set forth below is a graph comparing the percentage change in the cumulative total stockholder return on our common stock with the cumulative total return of the Nasdaq US Benchmark TR Index (Market Index) and the Nasdaq US Benchmark Computer Hardware TR Index (Industry Index). The graph assumes that \$100 was invested on December 31, 2016 in our common stock and in each of the two Nasdaq indices, and that, as to such indices, dividends were reinvested. We have not, since our inception, paid any cash dividends on our common stock. Historical stock price performance shown on the graph is not necessarily indicative of future price performance.



	Dec. 31, 2016	Dec. 31, 2017	Dec. 31, 2018	Dec. 31, 2019	Dec. 31, 2020	Dec 2021
Insight Enterprises, Inc. Common Stock (NSIT)	\$ 100.00	\$ 95.00	\$ 101.00	\$ 174.00	\$ 188.00	\$ 250.00
Nasdaq US Benchmark TR Index (Market Index)	100.00	121.00	115.00	151.00	183.00	230.00
Nasdaq US Benchmark Computer Hardware TR Index (Industry Index)	100.00	144.00	135.00	247.00	438.00	600.00

Item 6. [Reserved]

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

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of our operations should be read in conjunction with the Consolidated Financial Statements and notes thereto included in Part II, Item 8 of this report. Our actual results could differ materially from those contained in forward-looking statements due to a number of factors, including those discussed in "Risk Factors" in Part I, Item 1A and elsewhere in this report.

Overview

Today, every business needs to be a technology business. We empower organizations with technology, solutions and services to help our clients maximize the value of their information technology ("IT") today and drive (digital) transformation for tomorrow in North America; Europe, the Middle East and Africa ("EMEA"); and Asia-Pacific ("APAC"). As a Fortune 500-ranked global technology provider of end-to-end secure digital transformation solutions and services, we help clients innovate and optimize their operations to run smarter. 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 are largely software and certain software-related services and cloud solutions.

Full year 2021 financial and operational highlights included the following:

- We generated growth in earnings from operations of 22% on a consolidated basis with growth in each of our reporting segments.
- We grew our services net sales by 13% on a consolidated basis with growth in each of our reporting segments.
- We generated cash flows from operations of \$163.7 million.
- In January 2022 our global team completed the onboarding of EMEA clients, partners and teammates onto Insight common core IT systems, tools and processes.

On a consolidated basis, for the year ended December 31, 2021:

- Net sales of \$9.4 billion increased 13% compared to 2020.
- Gross profit of \$1.4 billion increased 11% compared to 2020, also up 10% year over year excluding the effects of fluctuating foreign currency exchange rates.
- Consolidated gross margin declined approximately 30 basis points to 15.3% of net sales in 2021. This decrease primarily reflects higher product net sales at lower margins.
- Earnings from operations increased to \$332.1 million in 2021, up 22% compared to the prior year, which represented 3.5% of net sales.
- Our effective tax rate in 2021 was 25.0%, which compares to our effective tax rate of 24.4% in 2020.
- Net earnings and diluted net earnings per share were \$219.3 million and \$5.95, respectively, in 2021. In 2020, we reported net earnings of \$172.6 million and diluted net earnings per share of \$4.87.

The results of operations for 2021 include the following items:

- severance expenses of \$6.4 million, \$5.0 million net of tax;
- a restructuring gain from the sale of properties of \$8.0 million, \$6.0 million net of tax;
- the repurchase of approximately 497,000 shares of the Company's common stock for an aggregate of \$50.0 million.

The results of operations for 2020 include the following items:

- the results of the acquisition of PCM for the full year in 2020;
- the results of the acquisition of vNext, effective February 28, 2020;
- transaction costs totaling \$2.2 million and \$1.6 million net of tax, associated with the acquisition of PCM and vNext;
- severance and restructuring expenses of \$12.4 million, \$9.3 million net of tax;
- the repurchase of approximately 445,000 shares of the Company's common stock for an aggregate of \$25.0 million.

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

Throughout the "Overview" and "Results of Operations" sections of "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 and earnings from operations on a consolidated basis and in North America, EMEA and APAC excluding the effects of fluctuating foreign currency exchange rates. In computing these 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.

Net of tax amounts referenced above were computed using the statutory tax rate for the taxing jurisdictions in the operating segment in which the related expenses were recorded, adjusted for the effects of valuation allowances on net operating losses in certain jurisdictions.

During 2021, we generated \$163.7 million of cash from operating activities and primarily utilized cash to repay our debt and repurchase our stock. We made net repayments of \$87.0 million under our senior secured revolving credit facility (the "ABL facility"). We ended the year with \$103.8 million of cash and cash equivalents and \$361.5 million of debt outstanding under our long-term debt facilities.

Details about segment results of operations can be found in Note 19 to the Consolidated Financial Statements in Part II, Item 8 of this report.

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

COVID-19 and Supply Chain Constraints Update

On March 11, 2020, the World Health Organization declared COVID-19 a pandemic. The pandemic has negatively impacted the global economy, disrupted global supply chains and reduced workforce participation. While we saw minimal negative impact of COVID-19 on our 2021 financial results, prolonged supply constraints stemming from shortages of chips and displays resulted in sustained elevated bookings as we exited the fourth quarter. We currently expect these supply constraints and extended lead times for certain products will benefit the first half of 2022 and we expect growth in net sales in 2022 compared to 2021.

More recently, new variants of COVID-19, such as the Delta and Omicron variants, that are significantly more contagious than previous strains, have emerged. The spread of these new strains is causing many government authorities and businesses to reimplement prior restrictions in an effort to lessen the spread of COVID-19 and its variants. The ultimate extent of the impact of the COVID-19 pandemic on our business operations, financial performance, and results of operations, including our ability to execute our business strategies and initiatives in the expected time frame, is currently unknown and will depend on future developments, which are highly uncertain, continuously evolving and cannot be predicted. This includes, but is not limited to, the duration and spread of the COVID-19 pandemic and its severity; the emergence and severity of its variants; the availability and efficacy of vaccines (particularly with respect to emerging strains of the virus) and potential hesitancy to utilize them; other protective actions taken to contain the virus or treat its impact, such as restrictions on travel and transportation; general economic factors, such as increased inflation; supply chain constraints; labor supply issues; and how quickly and to what extent normal economic and operating conditions can resume.

We will continue to actively monitor the situation and anticipate taking further actions as may be required by government authorities or that we determine are in the best interests of our teammates, clients and partners. It is not clear what the potential effects of any such alterations or modifications may have on our business, including the effects on our clients, teammates, and prospects, or on our financial results in 2022 and beyond. Accordingly, our current results and financial condition discussed herein may not be indicative of future operating results and trends. See "Risk Factors" in Part I, Item 1A of this report for additional risks we face due to the COVID-19 pandemic.

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

RESULTS OF OPERATIONS

The following table sets forth certain financial data as a percentage of net sales for the years ended December 31, 2021 and 2020:

	2021	2020
Net sales	100.0 %	100.0 %
Costs of goods sold	84.7	84.4
Gross profit	15.3	15.6
Operating expenses:		
Selling and administrative expenses	11.8	12.1
Severance and restructuring expenses and acquisition-related expenses	—	0.2
Earnings from operations	3.5	3.3
Non-operating expense, net	0.4	0.5
Earnings before income taxes	3.1	2.8
Income tax expense	0.8	0.7
Net earnings	2.3 %	2.1 %

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 change significantly in the amounts made available and the related product or services sales being incentivized by the partner. These changes could impact our results of operations to the extent we are unable to shift our focus and 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 change significantly in the amounts made available and the requirements year over year," in Part I, Item 1A of this report.

2021 Compared to 2020

Net Sales. Net sales increased 13%, or \$1.1 billion, in 2021 compared to 2020. Net sales of products (hardware and software) and net sales of services both increased 13% in 2021 compared to 2020. Our net sales by operating segment for 2021 and 2020 were as follows (dollars in thousands):

	2021	2020	% Change
North America	\$ 7,520,323	\$ 6,615,032	14 %
EMEA	1,704,051	1,555,225	10 %
APAC	211,739	170,322	24 %
Consolidated	\$ 9,436,113	\$ 8,340,579	13 %

Our net sales by offering category for North America for 2021 and 2020 were as follows (dollars in thousands):

Sales Mix	North America		% Change
	2021	2020	
Hardware	\$ 5,163,225	\$ 4,418,295	17 %
Software	1,315,412	1,260,757	4 %
Services	1,041,686	935,980	11 %
	\$ 7,520,323	\$ 6,615,032	14 %

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Net sales in North America increased 14%, or \$905.3 million, in 2021 compared to 2020. This increase reflects increases in all sales categories including increases in hardware net sales that were negatively impacted by COVID-19 in the prior year. Net sales of hardware, software and services increased 17%, 4% and 11%, respectively, year over year. The increases year over year were primarily the result of the following:

- The increase in hardware net sales was due to higher volume of sales to large enterprise and corporate clients. This was partially driven by the negative impacts of COVID-19 on client demand experienced in the prior year.
- The increase in services net sales was primarily due to higher volume of sales of Insight delivered services and the continued trend toward higher sales of cloud solution offerings.
- The increase in software net sales was primarily due to a single transaction with a large enterprise client in the current year combined with higher volume of software net sales. The increase was partially offset by the continued trend toward higher sales of cloud solution offerings that are recorded on a net sales recognition basis in the services net sales category.

Our net sales by offering category for EMEA for 2021 and 2020, were as follows (dollars in thousands):

Sales Mix	EMEA		% Change
	2021	2020	
Hardware	\$ 676,815	\$ 617,825	10 %
Software	825,361	760,562	9 %
Services	201,875	176,838	14 %
	<u>\$ 1,704,051</u>	<u>\$ 1,555,225</u>	<u>10 %</u>

Net sales in EMEA increased 10% (increased 4% excluding the effects of fluctuating foreign currency exchange rates), or \$148.8 million, in 2021 compared to 2020. Net sales of hardware, software and services were up 10%, 9% and 14%, respectively, year over year. The changes were primarily the result of the following:

- The increase in software net sales was due to higher volume of software net sales to public sector and corporate clients, partially offset by the continued trend toward higher sales of cloud solution offerings that are recorded on a net sales recognition basis in the services net sales category.
- The increase in hardware net sales was due primarily to higher volumes of sales to enterprise and corporate clients.
- The increase in services net sales was due to higher volume of Insight delivered services and net sales of cloud solution offerings that are recorded on a net sales recognition basis in the services net sales category.

Our net sales by offering category for APAC for 2021 and 2020, were as follows (dollars in thousands):

Sales Mix	APAC		% Change
	2021	2020	
Hardware	\$ 49,470	\$ 31,953	55 %
Software	89,844	82,763	9 %
Services	72,425	55,606	30 %
	<u>\$ 211,739</u>	<u>\$ 170,322</u>	<u>24 %</u>

Net sales in APAC increased 24% (increased 15% excluding the effects of fluctuating foreign currency rates), or \$41.4 million, in 2021 compared to 2020. Net sales of hardware, software and services increased 55%, 9% and 30%, respectively, year over year. The changes were primarily the result of the following:

- The increase in hardware net sales was due to higher volume of net sales to enterprise and commercial clients.

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- The increase in services net sales was due to higher volume of Insight delivered services and higher volume of cloud solution offerings that are recorded on a net sales recognition basis in the services net sales category.
- The increase in software net sales was primarily due to the benefits of foreign currency rate movements in 2021. This was partially offset by the continued trend toward higher sales of cloud solution offerings that are recorded on a net sales recognition basis in the services net sales category.

Net sales by category for North America, EMEA and APAC were as follows for 2021 and 2020:

Sales Mix	North America		EMEA		APAC	
	2021	2020	2021	2020	2021	2020
Hardware	69 %	67 %	40 %	40 %	23 %	19 %
Software	17 %	19 %	48 %	49 %	43 %	48 %
Services	14 %	14 %	12 %	11 %	34 %	33 %
	100 %	100 %	100 %	100 %	100 %	100 %

Gross Profit. Gross profit increased 11%, or \$147.6 million, in 2021 compared to 2020, with gross margin decreasing approximately 30 basis points to 15.3% of net sales. Our gross profit and gross profit as a percent of net sales by operating segment for 2021 and 2020 were as follows (dollars in thousands):

	2021	% of Net Sales	2020	% of Net Sales
North America	\$ 1,135,450	15.1 %	\$ 1,021,388	15.4 %
EMEA	258,862	15.2 %	236,046	15.2 %
APAC	53,245	25.1 %	42,508	25.0 %
Consolidated	\$ 1,447,557	15.3 %	\$ 1,299,942	15.6 %

North America's gross profit increased 11% in 2021 compared to 2020. As a percentage of net sales, gross margin declined by approximately 30 basis points year to year. The year to year net decrease in gross margin was primarily attributable to the following:

- A net decrease in product margin, which includes partner funding and freight, of 25 basis points year to year. This decrease was primarily due to higher mix of hardware net sales at lower margins than in the prior year.
- A decline in services margin year to year of 9 basis points was due to lower margins on Insight delivered services of 37 basis points partially offset by gross margin generated from increased cloud solution offerings and software maintenance.

EMEA's gross profit increased 10% (increased 4% excluding the effects of fluctuating foreign currency exchange rates), in 2021 compared to 2020. As a percentage of net sales, gross margin remained flat at 15.2%, reflecting a 38 basis point reduction in product margin offset by a 39 basis point increase in services margin.

APAC's gross profit increased 25% (increased 17% excluding the effects of fluctuating foreign currency exchange rates), in 2021 compared to 2020. As a percentage of net sales, gross margin increased by approximately 10 basis points year over year. The slightly expanded gross margin for APAC in 2021 compared to 2020 was due primarily to changes in sales mix to services net sales with higher margins than product net sales.

Our overall gross margins contracted in 2021 compared to 2020, as expected, as our product mix returned to previous levels, including a higher mix of hardware sales with our large enterprise clients which typically carry lower margins. We expect this trend may continue into future periods.

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Operating Expenses.

Selling and Administrative Expenses. Selling and administrative expenses increased \$103.4 million in 2021 compared to 2020. Selling and administrative expenses decreased approximately 30 basis points as a percentage of net sales in 2021 compared to 2020. The overall net increase in expenses reflects a \$113.8 million increase in personnel costs, including teammate benefits expenses primarily related to increases in overall teammate headcount and increases in variable compensation in the current year. Professional fees incurred for one-time projects also increased by \$5.7 million, year over year. These increases were partially offset by decreases in depreciation and amortization, travel and entertainment costs, marketing and facility expenses of \$10.1 million, \$2.8 million, \$2.1 million and \$1.9 million, respectively, year to year. The decreases in depreciation and amortization expense were driven by intangible assets that were fully amortized in 2021. The decreases in travel and entertainment and marketing costs reflect cost control measures taken in response to COVID-19 part way through 2020 that were largely maintained in 2021.

Severance and Restructuring Expenses. During 2021, we recorded gains on sale of properties due to restructuring of \$8.0 million. These gains were partially offset in 2021, as we recorded severance expense, net of adjustments, totaling \$6.4 million. During 2020, we recorded severance expense, net of adjustments, totaling \$12.4 million. The charges in all three operating segments primarily related to a realignment of certain roles and responsibilities and for North America and EMEA in the prior year due to the acquisition of PCM.

Acquisition-related Expenses. During 2021, we did not incur any acquisition-related expenses. In 2020 we incurred \$2.2 million in direct third-party costs related to the acquisitions of PCM and vNext. See Note 20 to the Consolidated Financial Statements in Part II, Item 8 of this report for further discussion of our PCM acquisition.

Earnings from Operations. Earnings from operations increased 22%, or \$60.5 million, year over year, in 2021 compared to 2020. Our earnings from operations and earnings from operations as a percentage of net sales by operating segment were as follows for 2021 and 2020 (dollars in thousands):

	2021	% of Net Sales	2020	% of Net Sales
North America	\$ 268,813	3.6 %	\$ 219,198	3.3 %
EMEA	46,918	2.8 %	40,368	2.6 %
APAC	16,330	7.7 %	12,009	7.1 %
Consolidated	<u>\$ 332,061</u>	3.5 %	<u>\$ 271,575</u>	3.3 %

North America's earnings from operations increased 23%, or \$49.6 million, year over year, in 2021 compared to 2020. As a percentage of net sales, earnings from operations increased by approximately 30 basis points to 3.6%. The increase in earnings from operations was primarily driven by an increase in gross profit in excess of increases in selling and administrative expenses and severance and restructuring expenses. There were also no acquisition-related expenses in 2021 compared to \$2.0 million in 2020.

EMEA's earnings from operations increased 16% (increased 10% excluding the effects of fluctuating foreign currency exchange rates) or \$6.6 million, year over year, in 2021 compared to 2020. As a percentage of net sales, earnings from operations increased by approximately 20 basis points to 2.8%. The increase in earnings from operations was primarily driven by an increase in gross profit, partially offset by the increase in selling and administrative expenses and severance and restructuring expenses in 2021 compared to 2020.

APAC's earnings from operations increased 36% (increased 27% excluding the effects of fluctuating foreign currency exchange rates) or \$4.3 million, year over year, in 2021 compared to 2020. As a percentage of net sales, earnings from operations increased by approximately 60 basis points to 7.7%. The increase in earnings from operations reflects an increase in gross profit, partially offset by an increase in selling and administrative expenses in 2021 compared to 2020.

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Non-Operating (Income) Expense.

Interest Expense, net. Interest expense, net primarily relates to borrowings under our financing facilities and imputed interest under our inventory financing facilities and the Notes, partially offset by interest income generated from interest earned on cash and cash equivalent bank balances. Interest expense decreased 3%, or \$1.1 million, in 2021 compared to 2020 due primarily to lower average daily balances under our ABL facility during the first half of the year and lower borrowing rates under our ABL facility. This was partially offset by increased imputed interest under our inventory financing facilities and the Notes. Imputed interest under the Notes was \$10.7 million in 2021 compared to \$10.2 million in 2020. Imputed interest under our inventory financing facilities increased \$2.2 million due to higher average daily balances in 2021 compared to 2020. The increases were a result of expanded use of the inventory financing facilities. For a description of our various financing facilities, see Notes 7 and 8 to our Consolidated Financial Statements in Part II, Item 8 of this report.

Other (Income) Expense, Net. Other (income) expense, net, consists primarily of foreign currency exchange gains and losses. Foreign currency exchange gains and losses result from foreign currency transactions, including foreign currency derivative contracts and intercompany balances that are not considered long-term in nature. The change in net foreign currency exchange gains/losses is due primarily to the underlying changes in the applicable exchange rates, partially mitigated by our use of foreign exchange forward contracts to offset the effects of fluctuations in foreign currencies on certain of our non-functional currency assets and liabilities.

Income Tax Expense. Our effective tax rate for 2021 was 25.0% compared to 24.4% in 2020. The increase in the tax rate from 2020 to 2021 was primarily due to nonrecurring benefits in 2020 related to the remeasurement of certain state deferred tax liabilities as well as acquired net operating losses to be carried back to higher tax rate years under the Coronavirus Aid, Relief, and Economic Security Act, partially offset by increased research and development tax credit benefits. The effective tax rate in 2021 was higher than the federal statutory rate of 21.0% primarily due to state income taxes and higher taxes on earnings in foreign jurisdictions. These increases to the federal statutory rate in 2021 were offset partially by the recognition of tax benefits, net of reserves, related to research and development activities. See Note 11 to the Consolidated Financial Statements in Part II, Item 8 of this report for further discussion of income tax expense.

2020 Compared to 2019

For a comparison of our results of operations for the fiscal years ended December 31, 2020 and 2019, see "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 fiscal year ended December 31, 2020 filed with the SEC on February 17, 2021.

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Liquidity and Capital Resources

The following table sets forth certain consolidated cash flow information for 2021 and 2020(in thousands):

	2021	2020
Net cash provided by operating activities	\$ 163,711	\$ 355,582
Net cash (used in) provided by investing activities	(21,074)	9,706
Net cash (used in) provided by financing activities	(161,385)	(361,791)
Foreign currency exchange effect on cash and cash equivalent and restricted cash balances	(5,857)	10,788
(Decrease) increase in cash, cash equivalents and restricted cash	(24,605)	14,285
Cash and cash equivalents and restricted cash at beginning of year	130,582	116,297
Cash and cash equivalents and restricted cash at end of year	<u>\$ 105,977</u>	<u>\$ 130,582</u>

Cash and Cash Flow

- Our primary uses of cash during 2021 were to pay down our debt balance, to repurchase shares of our common stock and to purchase property and equipment.
- Operating activities generated \$163.7 million in cash in 2021, compared to \$355.6 million in 2020.
- We received proceeds from the sale of assets, including our properties held for sale, of \$31.0 million in 2021.
- We had net repayments under our inventory financing facilities of \$14.4 million in 2021 compared to net borrowings of \$103.3 million in 2020.
- Net repayments under our ABL facility were \$87.0 million in 2021. Net repayments under our ABL facility were \$431.4 million in 2020.
- Capital expenditures were \$52.1 million in 2021 compared to \$24.2 million in 2020.
- During 2021, we repurchased an aggregate of \$50.0 million of our common stock, pursuant to a repurchase program approved in February 2020 which was subsequently increased in May 2021. This compares to \$25.0 million repurchased during 2020.

We anticipate that cash flows from operations, together with the funds available under our financing facilities, will be adequate to support our cash and working capital requirements for operations as well as other strategic investments 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. We currently expect to fund known cash commitments beyond the next twelve months through operating cash activities or other available financing resources.

Net cash provided by operating activities.

- Cash flow from operating activities in 2021 was \$163.7 million, a significant decrease in cash generation compared to 2020. The decrease in cash flow from operating activities was primarily driven by increases in accounts receivable and inventory, partially offset by an increase in accounts payable compared to prior year. These changes reflect strategic responses to supply constraints.

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Our consolidated cash flow operating metrics for the quarters ended December 31, 2021 and 2020 were as follows:

	2021	2020
Days sales outstanding in ending accounts receivable ("DSOs") (a)	105	108
Days inventory outstanding ("DIOs") (b)	13	8
Days purchases outstanding in ending accounts payable ("DPOs") (c)	(88)	(86)
Cash conversion cycle (days) (d)	<u>30</u>	<u>30</u>

- (a) Calculated as the balance of accounts receivable, net at the end of the period divided by daily net sales. Daily net sales is calculated as net sales for the quarter divided by 92 days.
- (b) Calculated as average inventories divided by daily costs of goods sold. Average inventories is calculated as the sum of the balances of inventories at the beginning of the period plus inventories at the end of the period divided by two. Daily costs of goods sold is calculated as costs of goods sold for the quarter divided by 92 days.
- (c) Calculated as the sum of the balances of accounts payable – trade and accounts payable – inventory financing facilities at the end of the period divided by daily costs of goods sold. Daily costs of goods sold is calculated as costs of goods sold for the quarter divided by 92 days.
- (d) Calculated as DSOs plus DIOs, less DPOs.

- Our cash conversion cycle was 30 days in the quarter ended December 31, 2021, flat when compared to the fourth quarter of 2020.
- The changes in our cash conversion cycle compared to the same period in the prior year resulted from the net effect of a three day decrease in DSOs combined with a two day increase in DPOs offset by a five day increase in DIOs.
- The changes in our cash conversion cycle year over year were primarily the result of:
 - the benefit to DSOs of improved collections;
 - the benefit to DPOs of our ability to defer payments to certain vendors; and
 - the impact to DIOs of our strategic responses to supply constraints.
- 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 2022 in excess of working capital needs, given current market conditions, to pay down our ABL facility and our inventory financing facilities.
- We expect that in 2022 our cash flows from operations will continue to normalize as we anticipate sequential growth and given the fact that our business mix has returned to previous levels.

Net cash (used in) provided by investing activities.

- We received proceeds from the sale of assets, including our properties held for sale, of \$31.0 million and \$40.3 million in 2021 and 2020, respectively.
- Capital expenditures of \$52.1 million in 2021 were used primarily for the buildout of our new global corporate headquarters and for technology-related upgrade projects. Capital expenditures of \$24.2 million in 2020, were used primarily for technology-related upgrade projects.
- We expect total capital expenditures in 2022 to be in the range of \$75.0 to \$80.0 million, including final completion of our global corporate headquarters.

Net cash (used in) provided by financing activities.

- During 2021, we had net repayments on our long-term debt under our ABL facility of \$87.0 million and had net repayments under our inventory financing facilities of \$14.4 million.
- In 2021, we also funded \$50.0 million of repurchases of our common stock, compared to \$25.0 million purchased during 2020.
- During 2020, we had net repayments on our long-term debt under our ABL facility of \$431.4 million and had net borrowings under our inventory financing facilities of \$103.3 million.

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2020 Compared to 2019

For a comparison of our cash flows for the fiscal years ended December 31, 2020 and 2019, see "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 fiscal year ended December 31, 2020 filed with the SEC on February 17, 2021.

Financing Facilities

As of December 31, 2021, our long-term debt balance includes \$53.0 million outstanding under our \$1.2 billion ABL facility. As of December 31, 2021, the current portion of our long-term debt relates to our finance leases and other financing obligations.

- Our objective is to pay our debt balances down while retaining adequate cash balances to meet overall business objectives.
- Our convertible senior notes are subject to certain events of default and certain acceleration clauses. As of December 31, 2021, 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 December 31, 2021, 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 December 31, 2021, eligible accounts receivables and inventory were sufficient to permit access to the full \$1.2 billion under the ABL facility.

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.

Notes 7 and 8 to the Consolidated Financial Statements in Part II, Item 8 of this report also include: a description of our financing facilities; amounts outstanding; amounts available and weighted average borrowings and interest rates during the year.

Cash Requirements From Contractual Obligations

At December 31, 2021, our contractual obligations for continuing operations primarily consist of \$311.9 million under our inventory financing facilities due in 2022 and payments of \$86.7 million under operating leases primarily due in 2022 through 2024. Our ABL facility matures in 2024 and the \$350.0 million principal amount due on the Notes mature in 2025.

Undistributed Foreign Earnings

Cash and cash equivalents held by foreign subsidiaries may be subject to U.S. income taxation upon repatriation to the United States. Certain of our foreign earnings were deemed distributed as a result of the Tax Cuts and Jobs Act of 2017; however, for years subsequent to 2017, we continue to assert indefinite reinvestment of foreign earnings for certain of our foreign subsidiaries. As of December 31, 2021, we had approximately \$83.5 million in cash and cash equivalents in our foreign subsidiaries, the majority of which reside in Canada, the Netherlands and Australia. Certain of these cash balances will be remitted to the U.S. 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 guarantees and indemnifications. These arrangements are discussed in Note 16 to the Consolidated Financial Statements in Part II, Item 8 of this report. 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.

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Acquisitions

Our strategy includes the possible acquisition of or investments in other businesses to expand or complement our operations or to add certain services capabilities. The magnitude, timing and nature of any future acquisitions or investments will depend on a number of factors, including the availability of suitable candidates, the negotiation of acceptable terms, our financial capabilities and general economic and business conditions. Financing for future transactions would result in the utilization of cash, incurrence of additional debt, issuance of stock or some combination of the three. See Note 20 to the Consolidated Financial Statements in Part II, Item 8 of this report for a discussion of our acquisition of PCM on August 30, 2019.

Inflation

We have historically not been adversely affected by inflation, as technological advances and competition within the IT industry have generally caused the prices of the products we sell to decline and product life cycles tend to be short. This requires our growth in unit sales to exceed the decline in prices in order to increase our net sales. We believe that most price increases could be passed on to our clients, as prices charged by us are not set by long-term contracts; however, as a result of competitive pressure, there can be no assurance that the full effect of any such price increases could be passed on to our clients.

Critical Accounting Estimates

General

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 this report. 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 our estimates. Members of our senior management have discussed the critical accounting estimates and related disclosures with the Audit Committee of our Board of Directors.

We consider the following to be our critical accounting estimates used in the preparation of our consolidated financial statements:

Sales Recognition

Description

For each of our product and services offerings, the determination needs to be made as to whether we are the principal or the agent in the transaction. This determination leads to how the revenue for each offering is recognized, either gross, where we are the principal in the transaction, or net, where we are the agent in the transaction. This determination is made by assessing whether or not we control the product or service prior to delivery to the client.

Judgments and Uncertainties

If we take control of the product or service prior to delivery to the client, then we are the principal in the transaction. If we do not take control of the product or service prior to delivery to the client, we are the agent in the transaction. The determination of whether we take control of products or services prior to delivery to the client can be judgmental and depends upon the specific facts and circumstances for each transaction. Key assumptions used in our estimates for transactions where we have determined we are the agent are the consistency of transactions with multiple performance obligations and consistency of transactions involving security software. Based on our current methodology to recognize net sales, the amount of reported net sales is not highly sensitive to changes in these key assumptions. For example, a 5% change in one of our key assumptions would not materially affect our reported net sales.

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Effect if actual results differ from assumptions

We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to recognize net sales. However, if actual results are not consistent with our estimates or assumptions, it could have a material effect on our reported net sales, timing of revenue recognition and our results of operations. We have not made any material changes in accounting methodology or key assumptions used to recognize net sales during the past three fiscal years. We have not made any material adjustments to our financial statements as a result of actual results not being consistent with our estimates in the past three fiscal years.

See Note 1 to the Consolidated Financial Statements in Part II, Item 8 of this report for further discussion of our accounting policies related to sales recognition and for a detailed description of our product and services offerings.

Partner Funding

Description

We receive payments and credits from partners, including consideration pursuant to volume sales incentive programs, volume purchase incentive programs and shared marketing expense programs. Partner funding received pursuant to volume sales incentive programs is recognized as it is earned as a reduction to costs of goods sold. Partner funding received pursuant to volume purchase incentive programs is allocated as a reduction to inventories based on the applicable incentives earned from each partner and is recorded in costs of goods sold as the related inventory is sold. Partner funding received pursuant to shared marketing expense programs is recorded as it is earned as a reduction of the related selling and administrative expenses in the period the program takes place if the consideration represents a reimbursement of specific, incremental, identifiable costs. Partner funding received pursuant to certain services delivered is recorded as services net sales. Consideration that exceeds the specific, incremental, identifiable costs is classified as a reduction of costs of goods sold.

Judgements and Uncertainties

We make period-end estimates about the anticipated achievement levels under the various partner programs in order to accrue amounts earned. These estimates and assumptions primarily include whether we have met key net sales targets under the various partner programs. Based on our current methodology to recognize partner funding, the amount of reported net sales and gross profit is not highly sensitive to changes in key assumptions around achievement levels. For example, a revised assessment of the achievement level for any individual partner program would not materially affect our reported net sales or gross profit.

Effect if actual results differ from assumptions

We have not made any material changes in the methodology or key assumptions used to evaluate estimates of anticipated achievement levels under individual partner programs during the past three fiscal years. We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to recognize partner funding. However, if our actual results are not consistent with our assumptions it could have a material effect on our results of operations and our cash flows. We have not made any material adjustments to our financial statements as a result of actual results for partner funding not being consistent with our estimates in the past three fiscal years.

See Note 1 to the Consolidated Financial Statements in Part II, Item 8 of this report for further discussion of our accounting policies related to partner funding.

Goodwill

Description

We perform an annual review of our goodwill in the fourth quarter of every year. We continually assess if an event occurs or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying value and assess whether any indicators of impairment exist. Events or circumstances that could trigger an impairment review include a significant adverse change in legal factors or in the business climate, unanticipated competition, significant changes in the manner of our use of the acquired assets or the strategy for our overall business, significant negative industry or economic trends,

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significant declines in our stock price for a sustained period or significant underperformance relative to expected historical or projected future cash flows or results of operations. Any adverse change in these factors, among others, could have a significant effect on the recoverability of goodwill and could have a material effect on our consolidated financial statements.

Judgements and Uncertainties

We may first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If it is concluded that this is the case, it is necessary to perform a quantitative goodwill impairment test. Otherwise, the goodwill impairment test is not required. In completing a quantitative test for a potential impairment of goodwill, we compare the estimated fair value of each reporting unit in which the goodwill resides to its book value, including goodwill. Our reporting units are our operating segments. Management must apply judgment in determining the reporting units and in estimating the fair value of our reporting units. Multiple valuation techniques can be used to assess the fair value of the reporting unit, including the market and income approaches. All of these techniques include the use of estimates and assumptions that are inherently uncertain. Changes in these estimates and assumptions could materially impact the determination of fair value or goodwill impairment, or both. These estimates and assumptions primarily include, but are not limited to, an appropriate control premium in excess of the market capitalization of the Company, future market growth, forecasted sales and costs and appropriate discount rates. Due to the inherent uncertainty involved in making these estimates, actual results could differ from those estimates. Management evaluates the merits of each significant assumption, both individually and in the aggregate, used to determine the fair value of the reporting units. If the estimated fair value exceeds book value, goodwill is considered not to be impaired. If the carrying amount of the reporting unit exceeds its fair value, then an impairment charge is recognized for the amount by which the carrying value exceeds the fair value. To ensure the reasonableness of the estimated fair values of our reporting units, we perform a reconciliation of our total market capitalization to the estimated fair value of all of our reporting units. Based on qualitative assessments performed in most recent years a quantitative assessment has not been determined to be necessary for any of our reporting units. As such, the amount of reported goodwill is not sensitive to changes in key assumptions.

Effect if Actual Results Differ from Assumptions

We have not made any material changes in the methodology or key assumptions used to evaluate impairment of goodwill during the past three fiscal years. Our assessments in the past three fiscal years have been qualitative assessments and no quantitative assessments have been deemed necessary. Additionally, during the three years ended December 31, 2021, 2020 and 2019 we analyzed each of our reporting units and determined that no impairment charge was necessary.

See Note 1 to the Consolidated Financial Statements in Part II, Item 8 of this report for further discussion of our accounting policies related to goodwill.

Income Taxes

Description

We record a provision for income taxes which reflects a mix of earnings in the jurisdictions in which we operate. Our provision for income taxes primarily reflects a combination of income earned and taxed in the various US federal and state, as well as foreign, jurisdictions. Our annual effective tax rate is based on our income, the jurisdiction(s) in which the income is earned and subjected to taxation, the tax laws in those various jurisdictions and any tax law changes which may occur, increases or decreases in permanent differences between book and tax items, and accruals or adjustments of accruals for unrecognized tax benefits or valuation allowances.

We record a valuation allowance to reduce our deferred tax assets to the amount that is more likely than not to be realized. We consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies and results of recent operations. If we were to determine that it is more likely than not that we would not be able to realize all or part of our net deferred tax assets in the future, an adjustment to the deferred tax assets would be charged to earnings in the period such determination is made.

We record liabilities for potentially unfavorable outcomes associated with uncertain tax positions taken on specific tax matters using a two-step process, which include recognition and measurement. These liabilities are based on management's assessment of whether a tax benefit is more likely than not to be

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

sustained upon examination by tax authorities. There may be differences between the anticipated and actual outcomes of these matters that may result in subsequent recognition or derecognition of a tax position based on all the available information at the time. If material adjustments are warranted, it could affect our effective tax rate.

Judgements and Uncertainties

The determination of our provision and evaluation of our tax positions requires significant judgment, the use of estimates and the interpretation and application of complex tax laws. Changes in tax laws and rates could affect recorded assets and liabilities in the future. Changes in projected earnings could affect the recorded valuation allowances in the future. Our calculations related to income taxes contain uncertainties due to judgment used to calculate tax liabilities in the application of complex tax regulations across the tax jurisdictions where we operate. Our analysis of unrecognized tax benefits contains uncertainties based on judgment used to apply the more likely than not recognition and measurement thresholds. Based on our current methodology to record valuation allowances and reserve for uncertain tax positions, the amount of reported income tax expense is not sensitive to changes in any individual key assumption.

Effect if Actual Results Differ from Assumptions

We have not made any material changes in accounting methodology or key assumptions used to recognize income taxes and related reserves during the past three fiscal years. We do not believe there is a reasonable likelihood there will be a material change in the tax related balances or valuation allowances. However, due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from the current estimate of the tax liabilities. To the extent we prevail in matters for which unrecognized tax benefit liabilities have been established or are required to pay amounts in excess of recorded unrecognized tax benefit liabilities, our effective tax rate in a given financial statement period could be materially affected. An unfavorable tax settlement would require use of our cash and generally result in an increase in our effective tax rate in the period of resolution. A favorable tax settlement would generally be recognized as a reduction in our effective tax rate in the period of resolution.

Additional information about the valuation allowance and uncertain tax positions can be found in Note 11 to the Consolidated Financial Statements in Part II, Item 8 of this report.

Recently Issued Accounting Standards

The information contained in Note 1 to the Consolidated Financial Statements in Part II, Item 8 of this report concerning a description of recent accounting pronouncements, including our expected dates of adoption and the estimated effects on our results of operations and financial condition, is incorporated by reference herein.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The information contained in Note 12 to the Consolidated Financial Statements in Part II, Item 8 of this report concerning a description of market risk management, including interest rate risk and foreign currency exchange risk, is incorporated by reference herein.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Item 8. *Financial Statements and Supplementary Data*

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Insight Enterprises, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of revenue recognition

As discussed in Note 1 to the consolidated financial statements, the Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sales of a vendor's product or service to a client. The Company measures revenue based on the consideration received in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company offers hardware and software products, as well as services. Given the number of product and service offerings, significant judgment is exercised by the Company in recognizing revenue, including the following decisions:

- Determining the point in time when a customer takes control of hardware.
- Determining the point in time when the customer acquires or renews the right to use or copy software under license and control transfers to the customer.

- Evaluating the Company as either a principal or an agent for hardware and software products and services, and the related recognition of revenue from the customer on a gross or a net basis.
- Determining an appropriate pattern of revenue recognition for service performance obligations.

We identified the evaluation of revenue recognition as a critical audit matter because the audit effort to evaluate the Company's revenue recognition judgments, including those noted above, was extensive and required a high degree of auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process, including controls related to the timing and pattern of revenue recognition and gross versus net revenue recognition. As part of testing the Company's internal controls, we also involved information technology (IT) professionals with specialized skills and knowledge, who assisted in testing of general IT controls over significant systems and the evaluation of system interface controls and automated controls designed to determine the existence, accuracy, and completeness of revenue. We evaluated the Company's significant accounting policies related to its product and service offerings by reviewing the terms of certain vendor and customer contracts and comparing the policies to the revenue recognition standard. We selected a sample of revenue transactions and performed the following for each selection:

- Obtained evidence of a contract with the customer.
- Compared the amounts recognized and timing of revenue recognition to underlying documentation, including purchase orders, shipping documentation, and evidence of payment, if applicable.
- Evaluated the Company's application of their accounting policies to determine the timing and amount of revenue to be recognized.
- Tested the presentation of revenue as gross or net by comparing the Company's gross or net presentation to the attributes of the underlying vendor support and the Company's accounting policy.

/s/ KPMG LLP

We have served as the Company's auditor since 1990.

Phoenix, Arizona
February 18, 2022

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited Insight Enterprises, Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements), and our report dated February 18, 2022 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Item 9A(a) Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

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

/s/ KPMG LLP

Phoenix, Arizona
February 18, 2022

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

ASSETS	December 31,	
	2021	2020
Current assets:		
Cash and cash equivalents	\$ 103,840	\$ 128,313
Accounts receivable, net	2,936,732	2,685,448
Inventories	328,101	185,650
Other current assets	199,638	177,039
Total current assets	3,568,311	3,176,450
Property and equipment, net	176,263	146,016
Goodwill	428,346	429,368
Intangible assets, net	214,788	246,915
Other assets	301,372	311,983
	\$ 4,689,080	\$ 4,310,732
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable—trade	\$ 1,779,854	\$ 1,461,312
Accounts payable—inventory financing facilities	311,878	356,930
Accrued expenses and other current liabilities	423,489	408,117
Current portion of long-term debt	36	1,105
Total current liabilities	2,515,257	2,227,464
Long-term debt	361,570	437,581
Deferred income taxes	47,073	33,209
Other liabilities	255,953	270,049
	3,179,853	2,968,303
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; 34,897 and 35,103 shares issued and outstanding in 2021 and 2020, respectively	349	351
Additional paid-in capital	368,282	364,288
Retained earnings	1,167,690	993,245
Accumulated other comprehensive loss – foreign currency translation adjustments	(27,094)	(15,455)
Total stockholders' equity	1,509,227	1,342,429
	\$ 4,689,080	\$ 4,310,732

See accompanying notes to consolidated financial statements.

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

	Years Ended December 31,		
	2021	2020	2019
Net sales:			
Products	\$ 8,120,127	\$ 7,172,155	\$ 6,732,121
Services	1,315,986	1,168,424	999,069
Total net sales	<u>9,436,113</u>	<u>8,340,579</u>	<u>7,731,190</u>
Costs of goods sold:			
Products	7,380,908	6,497,001	6,125,360
Services	607,648	543,636	467,732
Total costs of goods sold	<u>7,988,556</u>	<u>7,040,637</u>	<u>6,593,092</u>
Gross profit	1,447,557	1,299,942	1,138,098
Operating expenses:			
Selling and administrative expenses	1,117,130	1,013,765	880,737
Severance and restructuring expenses, net	(1,634)	12,394	5,425
Acquisition-related expenses	—	2,208	11,342
Earnings from operations	<u>332,061</u>	<u>271,575</u>	<u>240,594</u>
Non-operating (income) expense:			
Interest expense, net	40,516	41,594	28,478
Other (income) expense, net	(1,012)	1,529	400
Earnings before income taxes	<u>292,557</u>	<u>228,452</u>	<u>211,716</u>
Income tax expense	73,212	55,812	52,309
Net earnings	<u>\$ 219,345</u>	<u>\$ 172,640</u>	<u>\$ 159,407</u>
Net earnings per share:			
Basic	<u>\$ 6.27</u>	<u>\$ 4.92</u>	<u>\$ 4.49</u>
Diluted	<u>\$ 5.95</u>	<u>\$ 4.87</u>	<u>\$ 4.43</u>
Shares used in per share calculations:			
Basic	<u>35,011</u>	<u>35,117</u>	<u>35,538</u>
Diluted	<u>36,863</u>	<u>35,444</u>	<u>35,959</u>

See accompanying notes to consolidated financial statements.

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

	Years Ended December 31,		
	2021	2020	2019
Net earnings	\$ 219,345	\$ 172,640	\$ 159,407
Other comprehensive income (loss), net of tax:			
Foreign currency translation adjustments	(11,639)	22,710	3,489
Total comprehensive income	<u>\$ 207,706</u>	<u>\$ 195,350</u>	<u>\$ 162,896</u>

See accompanying notes to consolidated financial statements.

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

	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, 2018	35,482	\$ 355	—	\$ —	\$ 323,622	\$ (41,653)	\$ 704,665	\$ 986,989
Issuance of common stock under employee stock plans, net of shares withheld for payroll taxes	322	3	—	—	(6,575)	—	—	(6,572)
Stock-based compensation expense	—	—	—	—	16,011	—	—	16,011
Equity component of convertible senior notes, net of deferred tax of \$14,819 and issuance costs of \$1,700	—	—	—	—	44,731	—	—	44,731
Issuance of warrants related to convertible senior notes	—	—	—	—	34,440	—	—	34,440
Purchase of note hedge related to convertible senior notes, net of deferred tax of \$16,047	—	—	—	—	(50,278)	—	—	(50,278)
Repurchase of treasury stock	—	—	(541)	(27,899)	—	—	—	(27,899)
Retirement of treasury stock	(541)	(5)	541	27,899	(4,919)	—	(22,975)	—
Foreign currency translation adjustments, net of tax	—	—	—	—	—	3,489	—	3,489
Net earnings	—	—	—	—	—	—	159,407	159,407
Balances at December 31, 2019	35,263	353	—	—	357,032	(38,164)	841,097	1,160,318
Issuance of common stock under employee stock plans, net of shares withheld for payroll taxes	285	3	—	—	(5,967)	—	—	(5,964)
Stock-based compensation expense	—	—	—	—	17,727	—	—	17,727
Repurchase of treasury stock	—	—	(445)	(25,000)	—	—	—	(25,000)
Retirement of treasury stock	(445)	(5)	445	25,000	(4,504)	(1)	(20,492)	(2)
Foreign currency translation adjustments, net of tax	—	—	—	—	—	22,710	—	22,710
Net earnings	—	—	—	—	—	—	172,640	172,640
Balances at December 31, 2020	35,103	351	—	—	364,288	(15,455)	993,245	1,342,429
Issuance of common stock under employee stock plans, net of shares withheld for payroll taxes	291	3	—	—	(9,112)	—	—	(9,109)
Stock-based compensation expense	—	—	—	—	18,201	—	—	18,201
Repurchase of treasury stock	—	—	(497)	(50,000)	—	—	—	(50,000)
Retirement of treasury stock	(497)	(5)	497	50,000	(5,095)	—	(44,900)	—
Foreign currency translation adjustments, net of tax	—	—	—	—	—	(11,639)	—	(11,639)
Net earnings	—	—	—	—	—	—	219,345	219,345
Balances at December 31, 2021	34,897	\$ 349	—	\$ —	\$ 368,282	\$ (27,094)	\$ 1,167,690	\$ 1,509,227

See accompanying notes to consolidated financial statements.

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

	Years Ended December 31,		
	2021	2020	2019
Cash flows from operating activities:			
Net earnings	\$ 219,345	\$ 172,640	\$ 159,407
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	55,421	65,560	46,209
Provision for losses on accounts receivable	7,862	10,163	5,079
Non-cash stock-based compensation	18,201	17,727	16,011
Deferred income taxes	11,858	(13,246)	7,418
Amortization of debt discount and issuance costs	16,875	16,217	6,652
Other adjustments	(3,259)	6,272	4,894
Changes in assets and liabilities:			
Increase in accounts receivable	(289,009)	(132,599)	(118,971)
(Increase) decrease in inventories	(148,941)	1,029	11,944
(Increase) decrease in other assets	(18,100)	7,367	(129,745)
Increase (decrease) in accounts payable	303,395	152,235	(612)
(Decrease) increase in accrued expenses and other liabilities	(9,937)	52,217	119,590
Net cash provided by operating activities	163,711	355,582	127,876
Cash flows from investing activities:			
Proceeds from sale of assets	31,005	40,295	—
Acquisitions, net of cash and cash equivalents acquired	—	(6,405)	(664,287)
Purchases of property and equipment	(52,079)	(24,184)	(69,086)
Net cash (used in) provided by investing activities	(21,074)	9,706	(733,373)
Cash flows from financing activities:			
Borrowings on senior revolving credit facility	—	—	242,936
Repayments on senior revolving credit facility	—	—	(242,936)
Borrowings on ABL revolving credit facility, net of initial lender fees	3,953,496	3,030,679	1,680,515
Repayments on ABL revolving credit facility	(4,040,496)	(3,462,063)	(1,130,544)
Borrowings on accounts receivable securitization financing facility	—	—	2,364,500
Repayments on accounts receivable securitization financing facility	—	—	(2,558,500)
Net (repayments) borrowings under inventory financing facilities	(14,355)	103,254	(50,454)
Proceeds from issuance of convertible senior notes	—	—	341,250
Proceeds from issuance of warrants	—	—	34,440
Purchase of note hedge related to convertible senior notes	—	—	(66,325)
Repurchases of treasury stock	(50,000)	(25,000)	(27,899)
Other payments	(10,030)	(8,661)	(9,396)
Net cash (used in) provided by financing activities	(161,385)	(361,791)	577,587
Foreign currency exchange effect on cash, cash equivalents and restricted cash balances	(5,857)	10,788	(86)
(Decrease) increase in cash, cash equivalents and restricted cash	(24,605)	14,285	(27,996)
Cash, cash equivalents and restricted cash at beginning of year	130,582	116,297	144,293
Cash, cash equivalents and restricted cash at end of year	\$ 105,977	\$ 130,582	\$ 116,297

See accompanying notes to consolidated financial statements.

INSIGHT ENTERPRISES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) Operations and Summary of Significant Accounting PoliciesDescription of Business

We empower organizations with technology, solutions and services to help our clients maximize the value of Information Technology ("IT") today and drive (digital) transformation for tomorrow in North America; Europe, the Middle East and Africa ("EMEA"); and Asia-Pacific ("APAC"). As a Fortune 500-ranked global technology provider of end-to-end secure digital transformation solutions and services, we help clients innovate and optimize their operations to run smarter. 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 ("U.S.") 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 are largely software and certain software-related services and cloud solutions.

Acquisitions

Effective February 28, 2020, we acquired vNext SAS ("vNext"), a French digital consulting services and managed services provider. The acquisition was funded using cash on hand.

Effective August 30, 2019, we acquired PCM, Inc. ("PCM"), a provider of multi-vendor technology offerings, including hardware, software and services, for a purchase price of approximately \$745,562,000, including cash and cash equivalents of \$84,637,000 and the payment of PCM's outstanding debt. The acquisition was funded through a combination of using cash on hand and borrowings under our senior secured revolving credit facility (the "ABL facility").

Our results of operations include the results of vNext and PCM from their respective acquisition dates. (See Note 20 for a discussion of our PCM acquisition).

Principles of Consolidation and Presentation

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. Included in our accounts receivable, net balance at December 31, 2021 and 2020 is \$15,316,000 and \$8,398,000, respectively, of accounts receivable from an unconsolidated affiliate. 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.

Acquisition Accounting

The Company accounts for all business combinations using the acquisition method of accounting, which allocates the fair value of the purchase consideration to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values. The excess of the purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. When determining the fair values of assets acquired and liabilities assumed, management makes estimates and assumptions. Initial purchase price allocations are subject to revision within the measurement period, not to exceed one year from the date of acquisition. Acquisition-related expenses and transaction costs associated with business combinations are expensed as incurred.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles ("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

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

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, valuation of inventories, 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.

Cash, Cash Equivalents and Restricted Cash

We consider all highly liquid investments with maturities at the date of purchase of three months or less to be cash equivalents.

Book overdrafts represent the amount by which outstanding checks issued, but not yet presented to our banks for disbursement, exceed balances on deposit in applicable bank accounts and a legal right of offset with our positive cash balances in other financial institution accounts does not exist. Our book overdrafts, which are not directly linked to a credit facility or other bank overdraft arrangement, do not result in an actual bank financing, but rather constitute normal unpaid trade payables at the end of a reporting period. These amounts are included within our accounts payable balance in our consolidated balance sheets. The changes in these book overdrafts are included within the changes in accounts payable line item as a component of cash flows from operating activities in our consolidated statements of cash flows.

Restricted cash generally includes any cash that is restricted as to withdrawal or usage. These amounts are included with cash and cash equivalents on the consolidated statement of cash flows. All cash receipts/payments with third parties directly to/from restricted cash accounts are reported as an operating, investing or financing cash flow, based on the nature of the transaction.

Allowance for Doubtful Accounts

We establish an allowance for doubtful accounts to reflect our best estimate of probable losses inherent in our accounts receivable balance. The allowance is based on our evaluation of the aging of the receivables, historical write-offs and the current economic environment. We write off individual accounts against the reserve when we no longer believe that it is probable that we will collect the receivable because we become aware of a client's or partner's inability to meet its financial obligations. Such awareness may be as a result of bankruptcy filings, or deterioration in the client's or partner's operating results or financial position.

Inventories

We state inventories, principally purchased IT hardware, at the lower of weighted average cost (which approximates cost under the first-in, first-out method) or net realizable value. We evaluate inventories for excess, obsolescence or other factors that may render inventories unmarketable at normal margins. Write-downs are recorded so that inventories reflect the approximate net realizable value and take into account contractual provisions with our partners governing price protection, stock rotation and return privileges relating to obsolescence. Because of the large number of transactions and the complexity of managing the price protection and stock rotation process, estimates are made regarding write-downs of the carrying amount of inventories. Additionally, assumptions about future demand, market conditions and decisions by manufacturers/publishers to discontinue certain products or product lines can affect our decision to write down inventories.

Property and Equipment

We record property and equipment at cost. We capitalize major improvements and betterments, while maintenance, repairs and minor replacements are expensed as incurred. Depreciation or amortization is provided using the straight-line method over the following estimated economic lives of the assets:

	Estimated Economic Life
Leasehold improvements	Shorter of underlying lease term or asset life
Furniture and fixtures	2 - 7 years
Equipment	3 - 5 years
Software	3 - 10 years
Buildings	29 years

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

External direct costs of materials and services consumed in developing or obtaining internal-use computer software and payroll and payroll-related costs for teammates who are directly associated with and who devote time to internal-use computer software development projects, to the extent of the time spent directly on the project and specific to application development, are capitalized.

Reviews are regularly performed to determine whether facts and circumstances exist which indicate that the economic life is shorter than originally estimated or the carrying amount of assets may not be recoverable. When an indication exists that the carrying amount of long-lived assets may not be recoverable, we assess the recoverability of our assets by comparing the projected undiscounted net cash flows associated with the related asset or group of assets over their remaining lives against their respective carrying amounts. Such impairment test is based on the lowest level for which identifiable cash flows are largely independent of the cash flows of other groups of assets and liabilities. Impairment, if any, is based on the excess of the carrying amount over the estimated fair value of those assets.

Goodwill

Goodwill is recorded when the purchase price paid for an acquisition exceeds the estimated fair value of net identified tangible and intangible assets acquired. Goodwill is tested for impairment at the reporting unit level on an annual basis in the fourth quarter and between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying value. We may first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If it is concluded that this is the case, it is necessary to perform a quantitative goodwill impairment test. Otherwise, the goodwill impairment test is not required. The quantitative goodwill impairment review process compares the fair value of the reporting unit in which goodwill resides to its carrying value. The Company has three reporting units, which are the same as our operating segments. Multiple valuation techniques would likely be used to assess the fair value of the reporting unit. These techniques include the use of estimates and assumptions that are inherently uncertain. Changes in these estimates and assumptions could materially affect the determination of fair value or goodwill impairment, or both.

Intangible Assets

We amortize finite lived intangible assets acquired in business combinations using the straight-line method over the estimated economic lives of the intangible assets from the date of acquisition.

We regularly perform reviews to determine if facts and circumstances exist which indicate that the economic lives of our intangible assets are shorter than originally estimated or the carrying amount of these assets may not be recoverable. When an indication exists that the carrying amount of intangible assets may not be recoverable, we assess the recoverability of our assets by comparing the projected undiscounted net cash flows associated with the related asset or group of assets over their remaining lives against their respective carrying amounts. Such impairment test is based on the lowest level for which identifiable cash flows are largely independent of the cash flows of other groups of assets and liabilities. Impairment, if any, is based on the excess of the carrying amount over the estimated fair value of those assets.

Leases

We adopted ASU No. 2016-02, "Leases" (Topic 842) with a date of initial application of January 1, 2019. As a result, we updated our accounting policy for leases. We determine if a contract or arrangement is, or contains, a lease at inception. Balances related to operating leases are included in other assets, other current liabilities, and other liabilities in our consolidated balance sheet. Balances related to financing leases are included in property and equipment, current portion of long-term debt, and long-term debt in our consolidated balance sheet. Right of use ("ROU") assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease.

Operating lease ROU assets and liabilities of \$65,922,000 and \$70,512,000, respectively, were recognized at commencement date based on the present value of lease payments over the lease term. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. We use the implicit rate when readily determinable. The operating lease ROU asset includes any prepaid lease payments and additional direct costs and excludes lease incentives. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

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

Self-Insurance

We are self-insured in the U.S. for medical insurance up to certain annual stop-loss limits and workers' compensation claims up to certain deductible limits. We establish reserves for claims, both reported and incurred but not reported, using currently available information as well as our historical claims experience.

Treasury Stock

We record repurchases of our common stock as treasury stock at cost. We also record the subsequent retirement of these treasury shares at cost. The excess of the cost of the shares retired over their par value is allocated between additional paid-in capital and retained earnings. The amount recorded as a reduction of paid-in capital is based on the excess of the average original issue price of the shares over par value. The remaining amount is recorded as a reduction of retained earnings.

Sales Recognition

Revenue is measured based on the consideration specified in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sale of a vendor's products or service to a client.

Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a client, are excluded from revenue.

We record the freight we bill to our clients as product net sales and the related freight costs we pay as product costs of goods sold.

Nature of Goods and Services

We sell hardware and software products on both a stand-alone basis without any services and as solutions bundled with services.

When we provide a combination of hardware and software products with the provision of services, we separately identify our performance obligations under our contract with the client as the distinct goods (hardware and/or software products) or services that will be provided. The total transaction price for an arrangement with multiple performance obligations is allocated at contract inception to each distinct performance obligation in proportion to its stand-alone selling price. The stand-alone selling price is the price at which we would sell a promised good or service separately to a client. We estimate the price based on observable inputs, including direct labor hours and allocable costs, or use observable stand-alone prices when they are available.

Product Offerings

Hardware

We recognize hardware product revenue on a gross basis at the point in time when a client takes control of the hardware, which typically occurs when title and risk of loss have passed to the client at its destination. Our selling terms and conditions specify Free On Board ("F.O.B.") destination contractual terms such that control is transferred from the Company at the point in time when the product is received by the client. The transaction price for hardware sales is adjusted for estimated product returns that we expect to occur under our return policy based upon historical return rates.

We leverage drop-shipment arrangements with many of our partners and suppliers to deliver products to our clients without having to physically hold the inventory at our warehouses, thereby increasing efficiency and reducing costs. We recognize revenue for drop-shipment arrangements on a gross basis as the principal in the transaction when the product is received by the client because we control the product prior to transfer to the client. In addition to other factors considered, we assume primary responsibility for fulfillment in the arrangement, we assume inventory risk if the product is returned by the client, we set the price of the product charged to the client and we work closely with our clients to determine their hardware specifications.

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

Bill and Hold Transactions

We offer a service to our customers whereby clients may purchase product that we procure on their behalf and, at our clients' direction, store the product in our warehouse for a designated period of time, with the intention of deploying the product to the clients' designated locations at a later date. These warehousing services are designed to help our clients with inventory management challenges associated with technology roll-outs, product that is moving to end of life, or clients needing integrated stock available for immediate deployment. The client is invoiced and title transfers to the client upon receipt of the product at our warehouse. These product contracts are non-cancelable with customary credit terms beginning the date the product is received in our warehouse and the warranty periods begin on the date of invoice. Revenue is recognized for the sale of the product to the client upon receipt of the product at our warehouse.

Software

We recognize revenue from software sales on a gross basis at the point in time when the client acquires the right to use or copy software under license and control transfers to the client. For renewals, revenue is recognized upon the commencement of the software license agreement or when the renewal term begins, as applicable.

A substantial portion of the software licenses we sell are perpetual software licenses and do not require renewal or extension after their initial purchase by the client. Such perpetual licenses are periodically subject to true-up, whereby additional perpetual licenses are sold under the client's pre-existing master agreement. Such true-ups are generally sold in arrears, and clients are invoiced for the additional licenses they had already been utilizing. Since the client already possessed copies of the licensed software prior to the true-up, software revenue related to the underlying additional licenses is recognized when we agree to the true-up with our client and the partner.

For sales transactions for certain security software products that are sold with integral third-party delivered software maintenance, we record the software license on a net basis, as the agent in the arrangement.

Services Offerings

Software Maintenance

Software maintenance agreements provide our clients with the right to obtain any software upgrades, bug fixes and help desk and other support services directly from the software publisher at no additional charge during the term of the software maintenance agreements. We act as the software publisher's agent in selling these software maintenance agreements and do not assume any performance obligation to the client under the agreements. As a result, we are the agent in these transactions and these sales are recorded on a net sales recognition basis. Under net sales recognition, the cost of the software maintenance agreement is recorded as a reduction to sales, resulting in net sales equal to the gross profit on the transaction, and there are no costs of goods sold. Because we are acting as the software publisher's agent, revenue is recognized when the parties agree to the initial purchase, renewal or extension as our agency services are then complete. We report all fees earned from activities reported net within our services net sales category in our consolidated statements of operations.

Vendor Direct Support Services Contracts

Clients may purchase a vendor direct support services contract through us. Under these contracts, our clients call the manufacturer/publisher or its designated service organization directly for both the initial technical triage and any follow-up assistance. We act as the manufacturer/publisher's agent in selling these support service contracts and do not assume any performance obligation to the client under the arrangements. As a result, these sales are recorded on a net sales recognition basis similar to software maintenance agreements, as discussed above. Because we are acting as the agent, revenue is recognized when the parties agree to the purchase of the support services contract as our agency services are then complete.

Cloud / Software-as-a-Service Offerings

Cloud or software-as-a-service ("SaaS") subscription products provide our clients with access to software products hosted in the public cloud without the client taking possession of the software. We act as the agent in selling these software-as-a service subscription products. We do not take control of the software products or assume any performance obligations to the clients related to the provisioning of the

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

offerings in the cloud. As a result, these sales are recorded on a net sales recognition basis. We report all fees earned from activities recognized net within our services net sales category in our consolidated statements of operations. Because we are acting as the agent in the transaction, revenue is recognized when the parties agree to the purchase of the cloud or SaaS offerings as our agency services are then complete. Often, these agency fees are based on end-client usage and therefore are variable throughout the term of the service contract. Where this variable consideration is uncertain, we recognize our agency revenue to the extent that a significant reversal will not occur.

Insight Delivered Services

We design, procure, deploy, implement and manage solutions that combine hardware, software and services to help businesses run smarter. Such services are provided by us or third-party sub-contract vendors as part of bundled arrangements, or are provided separately on a stand-alone basis as technical, consulting or managed services engagements. If the services are provided as part of a bundled arrangement with hardware and software, the hardware, software and services are generally distinct performance obligations. In general, we recognize revenue from services engagements as we perform the underlying services and satisfy our performance obligations.

We recognize revenue from sales of services by measuring progress toward complete satisfaction of the related service performance obligation. Billings for such services that are made in advance of the related revenue recognized are recorded as a contract liability.

Specific revenue recognition practices for certain of our services offerings are described in further detail below.

Time and Materials Services Contracts

We recognize revenue for professional services engagements that are on a time and materials basis based upon hours incurred for the performance completed to date for which we have the right to consideration, even if such amounts have not yet been invoiced as of period end.

Fixed Fee Services Contracts

We recognize revenue on fixed fee professional services contracts using a proportional performance method of revenue recognition based on the ratio of direct labor and other allocated costs incurred to total estimated direct labor and other allocated costs.

OneCall Support Services Contracts

When we sell certain hardware and/or software products to our clients, we also enter into service contracts with them. These contracts are support service agreements for the hardware and/or software products that were purchased from us. Under certain support services contracts, although we purchase third-party support contracts for maintenance on the specific hardware or software products we have sold, our internal support desk assists the client first by performing an initial technical triage to determine the source of the problem and whether we can direct the client on how to fix the problem. We refer to these services as "OneCall." We act as the principal in the transaction because we perform the OneCall services over the term of the support service contract and we set the price of the service charged to the client. As a result, we recognize revenue from OneCall extended service contracts on a gross sales recognition basis. We recognize the revenue ratably over the contract term of the stand ready obligation, generally one to three years.

On our consolidated balance sheet, a significant portion of our contract liabilities balance relates to OneCall support services agreements for which clients have paid or have been invoiced but for which we have not yet recognized the applicable services revenue. We also defer incremental direct costs to fulfill our service contracts that we prepay to third parties for direct support of our fulfillment of the service contract to our clients under our contract terms and amortize them into operations over the term of the contracts.

Third-party Provided Services

A majority of our third-party sub-contractor services contracts are entered into in conjunction with other services contracts under which the services are performed by Insight teammates. We have concluded that we control all services under the contract and can direct the third-party sub-contractor to provide the requested services. As such, we act as the principal in the transaction and record the services under a gross sales recognition basis, with the selling price being recorded in sales and our cost to the third-party service

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

provider being recorded in costs of goods sold. For certain third-party service contracts in which we do not control the services prior to transferring to our clients because we are not responsible for fulfillment of the services, we have concluded that we are an agent in the transaction and record revenue on a net sales recognition basis.

Costs of Goods Sold

Costs of goods sold include product costs, direct costs incurred associated with delivering services, outbound and inbound freight costs and provisions for inventory reserves. These costs are reduced by provisions for supplier discounts and certain payments and credits received from partners, as described under "Partner Funding" below.

Selling and Administrative Expenses

Selling and administrative expenses include salaries and wages for teammates who are not directly associated with delivering services, bonuses and incentives, stock-based compensation expense, employee-related expenses, facility-related expenses, marketing and advertising expense, reduced by certain payments and credits received from partners related to shared marketing expense programs, as described under "Partner Funding" below, depreciation of property and equipment, professional fees, amortization of intangible assets, provisions for losses on accounts receivable and other operating expenses.

Partner Funding

We receive payments and credits from partners, including consideration pursuant to volume sales incentive programs, volume purchase incentive programs and shared marketing expense programs. Partner funding received pursuant to volume sales incentive programs is recognized as it is earned as a reduction to costs of goods sold. Partner funding received pursuant to volume purchase incentive programs is allocated as a reduction to inventories based on the applicable incentives earned from each partner and is recorded in cost of goods sold as the related inventory is sold. Partner funding received pursuant to shared marketing expense programs is recorded as it is earned as a reduction of the related selling and administrative expenses in the period the program takes place if the consideration represents a reimbursement of specific, incremental, identifiable costs. Consideration that exceeds the specific, incremental, identifiable costs is classified as a reduction of costs of goods sold. The amount of partner funding recorded as a reduction of selling and administrative expenses in our statements of operations totaled \$103,447,000, \$85,888,000 and \$77,668,000 in 2021, 2020 and 2019, respectively.

Concentrations of Risk

Credit Risk

Although we are affected by the international economic climate, management does not believe material credit risk concentration existed at December 31, 2021. We monitor our clients' financial condition and do not require collateral. No single client accounted for more than 10% of our consolidated net sales in 2021.

Partner Risk

Purchases from Microsoft, TD Synnex (a distributor) and Ingram Micro (a distributor) accounted for approximately 22%, 15%, and 10% respectively, of our aggregate purchases in 2021. No other partner accounted for more than 10% of purchases in 2021. Our top five partners as a group for 2021 were Microsoft, TD Synnex (a distributor), Ingram Micro (a distributor), Dell and Cisco Systems, and approximately 60% of our total purchases during 2021 came from this group of partners. Although brand names and individual products are important to our business, we believe that competitive sources of supply are available in substantially all of our product categories such that, with the exception of Microsoft, we are not dependent on any single partner for sourcing products.

Advertising Costs

Advertising costs are expensed as they are incurred. Advertising expense of \$66,375,000, \$60,865,000 and \$62,913,000 was recorded in 2021, 2020 and 2019, respectively. These amounts were predominantly offset by partner funding earned pursuant to shared marketing expense programs recorded as a reduction of selling and administrative expenses, as discussed in "Partner Funding" above.

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

Stock-Based Compensation

Stock-based compensation is measured based on the fair value of the award on the date of grant and the corresponding expense is recognized over the period during which an employee is required to provide service in exchange for the reward. Stock-based compensation expense is classified in the same line item of our consolidated statements of operations as other payroll-related expenses specific to the employee. Compensation expense related to service-based restricted stock units ("RSUs") is recognized on a straight-line basis over the requisite service period for the entire award. Compensation expense related to performance-based RSUs is recognized on a straight-line basis over the requisite service period for each separately vesting portion of the award as if the award was, in-substance, multiple awards (i.e., a graded vesting basis). Forfeitures are recognized as they occur.

Foreign Currencies

We use the U.S. dollar as our reporting currency. The functional currencies of our foreign subsidiaries are typically the local currencies. Accordingly, assets and liabilities of the subsidiaries are translated into U.S. dollars at the exchange rate in effect at the balance sheet dates. Income and expense items are translated at the average exchange rate for each month within the year. The resulting translation adjustments are recorded directly in accumulated other comprehensive income, net of tax – foreign currency translation adjustments as a separate component of stockholders' equity. Net foreign currency transaction gains/losses, including transaction gains/losses on intercompany balances that are not of a long-term investment nature and non-functional currency cash balances, are reported in other expense (income), net within non-operating (income) expense in our consolidated statements of operations.

Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable earnings in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period that includes the enactment date.

We recognize net deferred tax assets to the extent that we believe these assets are more likely than not to be realized. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies and results of recent operations. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

We record uncertain tax positions on the basis of a two-step process whereby (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority. Interest and penalties related to unrecognized tax benefits are recognized within the income tax expense line in our consolidated statements of operations. Accrued interest and penalties are included within the related tax liability line in our consolidated balance sheets.

Contingencies

From time to time, we are subject to potential claims and assessments from third parties. We are also subject to various government agency, client and partner audits. We continually assess whether or not such claims have merit and warrant accrual. An accrual is made if it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Such estimates are subject to change and may affect our results of operations and our cash flows.

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

Net Earnings Per Share ("EPS")

Basic EPS is computed by dividing net earnings available to common stockholders by the weighted average number of common shares outstanding during each year. 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 RSUs and certain shares underlying our outstanding convertible senior notes (the "Notes").

A reconciliation of the denominators of the basic and diluted EPS calculations follows (in thousands, except per share data):

	Years Ended December 31,		
	2021	2020	2019
Numerator:			
Net earnings	\$ 219,345	\$ 172,640	\$ 159,407
Denominator:			
Weighted-average shares used to compute basic EPS	35,011	35,117	35,538
Dilutive potential common shares due to:			
Dilutive RSUs, net of tax effect	399	327	421
The convertible senior notes	1,453	—	—
Weighted-average shares used to compute diluted EPS	36,863	35,444	35,959
Net earnings per share:			
Basic	\$ 6.27	\$ 4.92	\$ 4.49
Diluted	\$ 5.95	\$ 4.87	\$ 4.43

In 2021, 2020 and 2019, approximately 2,000, 122,000 and 42,000, respectively, of our RSUs were not included in the diluted EPS calculations because their inclusion would have been anti-dilutive. These share-based awards could be dilutive in the future. In the years ended December 31, 2021, 2020, and 2019 certain potential outstanding shares from the warrants relating to the Call Spread Transactions (as defined in Note 8) were not included in the diluted EPS calculations because their inclusion would have been anti-dilutive. In the years ended December 31, 2020 and 2019 certain potential outstanding shares from the Notes were not included in the diluted EPS calculations because their inclusion would have been anti-dilutive.

Recently Issued Accounting Standards

In August 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") No. 2020-06, "Accounting for Convertible Instruments and Contracts in an Entity's Own Equity". The new guidance is intended to simplify the accounting for certain convertible instruments with characteristics of both liability and equity. The guidance removes certain accounting models which separate the embedded conversion features from the host contract for convertible instruments. As a result, after the adoption of this guidance, an entity's convertible debt instrument will be wholly accounted for as debt. The guidance also expands disclosure requirements for convertible instruments and simplifies areas of the guidance for diluted earnings-per-share calculations by requiring the use of the if-converted method. The guidance is effective for fiscal years beginning after December 15, 2021 and can be adopted on either a fully retrospective or modified retrospective basis. We adopted the new standard as of January 1, 2022 on a modified retrospective basis. The cumulative effect adjustment from prior periods that we recognized in our consolidated balance sheet as of the adoption date as an adjustment to increase retained earnings was approximately \$18,000,000.

In December 2020, the FASB issued ASU No. 2019-12, "Simplifying the Accounting for Income Taxes." The new standard is intended to simplify various aspects of accounting for income taxes by removing specific exceptions and amending certain requirements. The new standard is effective for interim and annual periods beginning after December 15, 2020, and early adoption is permitted. We adopted the new standard as of January 1, 2021. The adoption of this new standard did not have a material effect on our consolidated financial statements.

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

(2) Receivables, Contract Liabilities and Performance ObligationsContract Balances

The following table provides information about receivables and contract liabilities as of December 31, 2021 and 2020 (in thousands):

	December 31, 2021	December 31, 2020
Current receivables, which are included in "Accounts receivable, net"	\$ 2,936,732	\$ 2,685,448
Non-current receivables, which are included in "Other assets"	147,139	154,662
Contract liabilities, which are included in "Accrued expenses and other current liabilities" and "Other liabilities"	116,067	107,158

Significant changes in the contract liabilities balances during the year ended December 31, 2021 are as follows (in thousands):

	Increase (Decrease)
Balances at December 31, 2019	\$ 84,814
Recognition of the beginning contract liabilities to revenue, as the result of performance obligations satisfied	(59,553)
Cash received in advance and not recognized as revenue	81,897
Balances at December 31, 2020	\$ 107,158
Recognition of the beginning contract liabilities to revenue, as the result of performance obligations satisfied	(77,622)
Cash received in advance and not recognized as revenue	86,531
Balances at December 31, 2021	<u>\$ 116,067</u>

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 December 31, 2021 that are expected to be recognized in the future (in thousands):

	Services
2022	138,941
2023	44,382
2024	23,967
2025 and thereafter	15,271
Total remaining performance obligations	<u>\$ 222,561</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, remaining performance obligations that have original expected duration of one year or less are not included in the table above. Amounts not included in the table above have an average original expected duration of nine months. Additionally, for our time and material services contracts, 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 December 31, 2021 and do not disclose information about related remaining performance obligations in the table above. Our open time and material contracts at December 31, 2021, have an average expected duration of 23 months.

The majority of our product backlog historically has been and continues to be open cancellable purchase orders. We do not believe that backlog as of any particular date is predictive of future results, therefore we do not include performance obligations under open cancellable purchase orders, which do not qualify for revenue recognition as of December 31, 2021, in the table above.

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

Assets recognized for costs of obtaining a contract with a customer

Sales commissions are the only significant incremental costs incurred to obtain contracts with our clients. The majority of our contracts are completed within a one-year performance period, and for contracts with a specified term of one year or less, we recognize the incremental costs of obtaining a contract as an expense when incurred if the amortization period of the asset that we otherwise would have recognized is one year or less. We record sales commissions on contracts with performance periods that exceed one year as an asset and amortize the asset to expense over the related contract performance period. As of December 31, 2021 and 2020, the related asset balance was \$20,549,000 and \$3,770,000, respectively. The expense is expected to be recognized over the next 36 months.

(3) Assets Held for Sale

During 2021, we completed the sale of our three properties in Tempe, Arizona and the sale of our property in Woodbridge, Illinois for total net proceeds of approximately \$27,211,000. During 2020, we completed the sale of our Irvine, California and El Segundo, California properties for approximately \$14,218,000 and \$26,404,000, respectively. We are using the proceeds from these sales to ready our property in Chandler, Arizona to be used as our global corporate headquarters.

(4) Property and Equipment

Property and equipment consist of the following (in thousands):

	December 31,	
	2021	2020
Software	\$ 160,633	\$ 159,413
Buildings	83,405	66,842
Equipment	52,653	62,209
Furniture and fixtures	32,471	38,133
Leasehold improvements	42,246	35,665
Land	38,641	39,819
	410,049	402,081
Accumulated depreciation and amortization	(233,786)	(256,065)
Property and equipment, net	<u>\$ 176,263</u>	<u>\$ 146,016</u>

Depreciation and amortization expense related to property and equipment was \$23,376,000, \$28,025,000 and \$22,538,000 in 2021, 2020 and 2019, respectively.

On November 1, 2019, we completed the purchase of real estate in Chandler, Arizona for approximately \$48,000,000 that we intend to use as our global corporate headquarters. The property contains a building and some infrastructure in place that we expect will be ready for our use in 2022.

Included within the software, buildings and land values presented above for 2021 are assets in the process of being readied for use in the amounts of approximately \$7,016,000, \$62,286,000 and \$11,700,000, respectively. Included within the software, buildings and land values presented above for 2020 are assets in the process of being readied for use in the amounts of approximately \$5,650,000, \$29,427,000 and \$11,700,000, respectively. Depreciation on these assets will commence, as appropriate, when they are ready for use and placed in service.

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

(5) Goodwill

The changes in the carrying amount of goodwill for the year ended December 31, 2021 are as follows (in thousands):

	North America	EMEA	APAC	Consolidated
Goodwill	\$ 720,240	\$ 163,011	\$ 20,732	\$ 903,983
Accumulated impairment losses	(323,422)	(151,439)	(13,973)	(488,834)
Goodwill acquired during 2020	—	4,865	—	4,865
Measurement period adjustments during 2020	5,711	(677)	—	5,034
Foreign currency translation adjustment	947	2,767	606	4,320
Balance at December 31, 2020	\$ 403,476	\$ 18,527	\$ 7,365	\$ 429,368
Foreign currency translation adjustment	115	(792)	(345)	(1,022)
Balance at December 31, 2021	\$ 403,591	\$ 17,735	\$ 7,020	\$ 428,346

On February 28, 2020, we acquired vNext, which has been integrated into our EMEA business. Under the acquisition method of accounting, the purchase price for the acquisition was allocated to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values. The excess purchase price over fair value of net assets acquired was recorded as goodwill in the EMEA reporting unit. The primary driver for this acquisition was to strengthen our capacity to deliver consulting and implementation services to support clients' digital transformation initiatives.

On August 30, 2019, we acquired PCM, which has been integrated into our North America and EMEA businesses. Under the acquisition method of accounting, the preliminary purchase price for the acquisition was allocated to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values. The excess purchase price over fair value of net assets acquired of approximately \$253,894,000, net of measurement period adjustment of \$5,034,000 recognized in 2020, was recorded as goodwill in the North America and EMEA reporting units (see Note 20). The primary driver for this acquisition was to help existing PCM clients in positioning their businesses for future growth, transforming and securing their data platforms, creating modern and mobile experiences for their workforce and optimizing the procurement of technology. The addition of PCM complements our supply chain optimization solution offering, adding scale and clients in the mid-market and corporate space in North America.

During 2021, we periodically assessed whether any indicators of impairment existed which would require us to perform an interim impairment review. As of each interim period end during the year, we concluded that a triggering event had not occurred that would more likely than not reduce the fair value of our reporting units below their carrying values. We performed our annual test of goodwill for impairment during the fourth quarter of 2021. The results of the qualitative goodwill impairment test indicated that the fair values of our North America, EMEA and APAC reporting units were in excess of their respective carrying values.

(6) Intangible Assets

Intangible assets consist of the following (in thousands):

	December 31,	
	2021	2020
Customer relationships	\$ 320,323	\$ 342,492
Other	5,374	7,906
	325,697	350,398
Accumulated amortization	(110,909)	(103,483)
Intangible assets, net	\$ 214,788	\$ 246,915

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

During 2021, we periodically assessed whether any indicators of impairment existed related to our intangible assets. As of each interim period end during the year, we concluded that a triggering event had not occurred that would more likely than not reduce the fair value of our intangible assets below their carrying values.

Amortization expense recognized in 2021, 2020 and 2019 was \$32,045,000, \$37,535,000 and \$23,671,000, respectively.

Future amortization expense for the remaining unamortized balance as of December 31, 2021 is estimated as follows (in thousands):

Years Ending December 31,	Amortization Expense
2022	\$ 31,166
2023	29,764
2024	28,310
2025	27,990
2026	27,990
Thereafter	69,568
Total amortization expense	<u>\$ 214,788</u>

(7) Accounts Payable - Inventory Financing Facilities

We have entered into agreements with financial intermediaries to facilitate the purchase of inventory from various suppliers under certain terms and conditions, as described below. The amounts outstanding under these facilities are classified separately as accounts payable - inventory financing facilities in the accompanying consolidated balance sheets.

Inventory Financing Facilities

During 2021, we increased our maximum availability for vendor purchases under our unsecured inventory financing facility with MUFG Bank Ltd ("MUFG") from \$250,000,000 to \$280,000,000. In August 2021, we increased our maximum availability under our unsecured inventory financing facility with PNC Bank, N.A. ("PNC"). The aggregate availability for vendor purchases under the PNC facilities is \$300,000,000, including a new \$25,000,000 facility in Canada (the "Canada facility"). In addition, we have a \$40,000,000 unsecured inventory financing facility with Wells Fargo in EMEA (the "EMEA facility"). As of December 31, 2021, our combined inventory financing facilities had a total maximum capacity of \$620,000,000, of which \$311,878,000 was outstanding at December 31, 2021.

The facilities remain in effect until they are terminated by any of the parties. If balances are not paid within stated vendor terms, they will accrue interest at prime plus 2.00% on the MUFG facility, Canadian Dollar Offered Rate plus 4.50% on the Canada facility and LIBOR, EURIBOR, or SONIA, as applicable, plus 4.50% and 0.25% on the PNC (other than the Canada facility) and EMEA facilities, respectively. Net amounts drawn down or repaid during the year on these facilities are classified within cash flows from financing activities in the accompanying consolidated statements of cash flows. Interest does not accrue on accounts payable under these facilities provided the accounts payable are paid within stated vendor terms (typically 60 days); however, we impute interest on the average daily balance outstanding during these stated vendor terms based on our incremental borrowing rate during the period. Imputed interest of \$15,292,000, \$13,076,000 and \$10,801,000 was recorded in 2021, 2020 and 2019, respectively.

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

(8) Debt, Finance Leases and Other Financing Obligations*Debt*

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

	December 31,	
	2021	2020
ABL revolving credit facility	\$ 53,000	\$ 140,000
Convertible senior notes due 2025	308,543	296,419
Finance leases and other financing obligations	63	2,267
Total	361,606	438,686
Less: current portion of long-term debt	(36)	(1,105)
Long-term debt	\$ 361,570	\$ 437,581

On August 30, 2019, we entered into a credit agreement (the "credit agreement") providing for a senior secured revolving credit facility (the "ABL facility"), which has an aggregate U.S. dollar equivalent maximum borrowing amount of \$1,200,000,000, including a maximum borrowing capacity that could be used for borrowing in certain foreign currencies of \$150,000,000. While the ABL facility has a stated maximum amount, the actual availability under the ABL facility is limited by specified percentages of eligible accounts receivable and certain eligible inventory, in each case as set forth in the credit agreement. 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 \$500,000,000, 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 matures on August 30, 2024. As of December 31, 2021, eligible accounts receivable and inventory were sufficient to permit access to the full \$1,200,000,000 facility amount, of which \$53,000,000 was outstanding.

The interest rates applicable to borrowings under the ABL facility are based on the average aggregate excess availability under the ABL facility as set forth on a pricing grid in the credit agreement. Amounts outstanding under the ABL facility bear interest, payable quarterly, at a floating rate equal to LIBOR, EURIBOR, or SONIA, as applicable, plus a pre-determined spread of 1.25% to 1.50%. The floating interest rate applicable at December 31, 2021 was 1.35% per annum for the ABL facility. In addition, we pay a quarterly commitment fee on the unused portion of the facility of 0.25%, and our letter of credit participation fee ranges from 1.25% to 1.50%. During 2021, weighted average borrowings under our ABL facility were \$292,127,000. Interest expense associated with the ABL facility was \$11,065,000 in 2021, including the commitment fee and amortization of deferred financing fees.

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.

Convertible Senior Notes

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

Holder of the Notes may convert their notes at their option at any time prior to the close of business on the business day immediately preceding June 15, 2024, under the following circumstances: (1) during any calendar quarter commencing after the calendar quarter ending on December 31, 2020 (and only during such calendar quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day; (2) during the five business day period after any five consecutive trading day period (the "measurement period") in which the trading price of our common stock per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of

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

the product of the last reported sale price of our common stock and the conversion rate on each such trading day; (3) if we call any or all of the Notes for redemption, at any time prior to the close of business on the second scheduled trading day immediately preceding the redemption date; or (4) upon the occurrence of specified corporate events. On or after June 15, 2024 until the close of business on the second scheduled trading day immediately preceding the maturity date, the holders may convert their notes at any time, regardless of the foregoing circumstances.

Our convertible notes exceeded the market price trigger of \$88.82 in the fourth quarter of 2021 making the Notes convertible at the option of the holders through March 31, 2022. None of the note holders have exercised their rights at this time.

Upon conversion, we will pay or deliver cash equal to the principal amount of the notes, plus cash or shares of our common stock or a combination of the two for any additional amounts due. The conversion rate will initially be 14.6376 shares of common stock per \$1,000 principal amount of notes (equivalent to an initial conversion price of approximately \$68.32 per share of common stock). The conversion rate is subject to change in certain circumstances and will not be adjusted for any accrued and unpaid interest. In addition, following certain events that occur prior to the maturity date or following our issuance of a notice of redemption, the conversion rate is subject to an increase for a holder who elects to convert their notes in connection with those events or during the related redemption period in certain circumstances.

If we undergo a fundamental change, the holders may require us to repurchase for cash all or any portion of their notes at a fundamental change repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date. As of December 31, 2021, none of the criteria for a fundamental change or a conversion rate adjustment had been met.

The maximum number of shares issuable upon conversion, including the effect of a fundamental change and subject to other conversion rate adjustments, would be 6,788,208.

We may redeem for cash all or any portion of the Notes, at our option, on or after August 20, 2022 if the last reported sale price of our common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which we provide notice of redemption at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. No sinking fund is provided for the Notes.

The Notes are subject to certain customary events of default and acceleration clauses. As of December 31, 2021, no such events have occurred.

The Notes consist of the following balances reported within the consolidated balance sheet as of December 31, 2021 and 2020 (in thousands):

	December 31,	
	2021	2020
Liability:		
Principal	\$ 350,000	\$ 350,000
Less: debt discount and issuance costs, net of accumulated accretion	(41,457)	(53,581)
Net carrying amount	<u>\$ 308,543</u>	<u>\$ 296,419</u>
Equity, net of deferred tax	<u>\$ 44,731</u>	<u>\$ 44,731</u>

The remaining life of the debt discount and issuance cost accretion is approximately 3.12 years. The effective interest rate on the liability component of the Notes is 4.325%.

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

The following table summarizes the interest expense components resulting from the Notes reported within the consolidated statement of operations for the year ended December 31, 2021 and 2020 (in thousands):

	December 31,	
	2021	2020
Contractual coupon interest	\$ 2,625	\$ 2,625
Amortization of debt discount	\$ 10,702	\$ 10,226
Amortization of debt issuance costs	\$ 1,422	\$ 1,359

As a result of our adoption of ASU 2020-06, effective January 1, 2022, we will no longer reflect any debt discount on the Notes in our consolidated balance sheet, nor will we recognize amortization of debt discount within our consolidated statement of operations. Also in January 2022, we filed an irrevocable settlement election notice with the Note holders to inform them of our election to settle the principal amount of the Notes in cash. As a result of this election, at period ends where the market price, or other conversion triggers are met, the Notes will be classified in our consolidated balance sheet as current.

Convertible Note Hedge and Warrant Transaction

In connection with the issuance of the 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 consists of an option to purchase up to 5,123,160 common stock shares at a price of \$68.32 per share. The hedge expires on February 15, 2025 and can only be concurrently executed upon the conversion of the Notes. We paid approximately \$66,325,000 for the convertible note hedge transaction.

Additionally, we sold warrants to purchase 5,123,160 shares of common stock at a price of \$103.12 per share. The warrants expire on May 15, 2025 and can only be exercised at maturity. The Company received aggregate proceeds of approximately \$34,440,000 for the sale of the warrants.

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

Finance Leases and Other Financing Obligations

From time to time, we enter into finance leases and other financing agreements with financial intermediaries to facilitate the purchase of products from certain vendors.

The current and long-term portions of our finance lease and other financing obligations are included in the current and long-term portions of long-term debt in the table above and in our consolidated balance sheets as of December 31, 2021 and 2020.

(9) Leases

We lease office space, distribution centers, land, vehicles and equipment. Lease agreements with an initial term of 12 months or less are not recorded on the balance sheet; we recognize lease expense for these leases on a straight-line basis over the lease term.

Certain lease agreements include one or more options to renew, with renewal terms that can extend the lease term from one to five years or more. The exercise of lease renewal options is at our sole discretion. Some agreements also include options to purchase the leased property. The estimated life of assets and leasehold improvements are limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise.

Certain of our lease agreements include rental payments adjusted periodically for inflation. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

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

The following table provides information about the financial statement classification of our lease balances reported within the consolidated balance sheets as of December 31, 2021 and December 31, 2020 (in thousands):

Leases	Classification	December 31, 2021	December 31, 2020
Assets			
Operating lease assets	Other assets	\$ 72,605	\$ 79,418
Finance lease assets	Property and equipment ^(a)	80	2,103
Total lease assets		<u>\$ 72,685</u>	<u>\$ 81,521</u>
Liabilities			
Current			
Operating lease liabilities	Accrued expenses and other current liabilities	\$ 20,667	\$ 20,848
Finance lease liabilities	Current portion of long-term debt	36	1,105
Non-current			
Operating lease liabilities	Other liabilities	58,442	65,192
Finance lease liabilities	Long-term debt	27	1,162
Total lease liabilities		<u>\$ 79,172</u>	<u>\$ 88,307</u>

(a) Recorded net of accumulated amortization of \$27,000 and \$2,162,000 as of December 31, 2021 and 2020, respectively.

The following table provides information about the financial statement classification of our lease expenses reported within the consolidated statement of operations for the year ended December 31, 2021 and 2020 (in thousands):

Lease cost	Classification	Year ended December 31, 2021	Year ended December 31, 2020
Operating lease cost ^{(a) (b)}	Selling and administrative expenses	\$ 24,839	\$ 25,918
Finance lease cost			
Amortization of leased assets	Selling and administrative expenses	697	1,301
Interest on lease liabilities	Interest expense, net	33	104
Total lease cost		<u>\$ 25,569</u>	<u>\$ 27,323</u>

(a) Includes immaterial amounts recorded to cost of goods sold.

(b) Excludes short-term and variable lease costs, which are immaterial.

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

Future minimum lease payments under non-cancelable leases as of December 31, 2021 are as follows (in thousands):

	Operating leases	Finance leases	Total
2022	\$ 22,387	\$ 36	\$ 22,423
2023	16,757	27	16,784
2024	11,509	—	11,509
2025	9,525	—	9,525
2026	8,232	—	8,232
After 2026	18,261	—	18,261
Total lease payments	86,671	63	86,734
Less: Interest	(7,562)	—	(7,562)
Present value of lease liabilities	<u>\$ 79,109</u>	<u>\$ 63</u>	<u>\$ 79,172</u>

Operating lease payments include \$13.4 million related to options to extend lease terms that are reasonably certain of being exercised.

The following table provides information about the remaining lease terms and discount rates applied as of December 31, 2021 and 2020:

	December 31, 2021	December 31, 2020
Weighted average remaining lease term (years):		
Operating leases	5.79	6.01
Finance leases	1.75	2.37
Weighted average discount rate (%):		
Operating leases	3.09	3.35
Finance leases	1.49	3.27

The following table provides other information related to leases for the year ended December 31, 2021 and 2020 (in thousands):

	December 31, 2021	December 31, 2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 24,640	\$ 25,849
Leased assets obtained in exchange for new operating lease liabilities	15,980	25,583

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

(10) Stock-Based Compensation

We recorded the following pre-tax amounts in selling and administrative expenses for stock-based compensation, by operating segment, in the accompanying consolidated financial statements (in thousands):

	Years Ended December 31,		
	2021	2020	2019
North America	\$ 13,699	\$ 13,151	\$ 12,055
EMEA	3,844	3,953	3,437
APAC	658	623	519
Total Consolidated	<u>\$ 18,201</u>	<u>\$ 17,727</u>	<u>\$ 16,011</u>

Company Plan

On April 3, 2020, our Board of Directors adopted and approved the new Insight Enterprises, Inc. 2020 Omnibus Plan (the "Plan"), subject to stockholder approval. The Plan was approved by our stockholders at our 2020 annual meeting on May 20, 2020 and, unless sooner terminated, will remain in place until May 30, 2030. The Plan allows the Company to grant options, stock appreciation rights, stock awards, restricted stock, stock units (which may also be referred to as "restricted stock units"), performance shares, performance units, cash-based awards and other awards payable in cash or shares of common stock to eligible non-employee directors, employees and consultants. Consultants and independent contractors are eligible if they provide bona fide services that are not related to capital raising or promoting or maintaining a market for the Company's stock.

The Company previously adopted the Amended Insight Enterprises, Inc. 2007 Omnibus Plan (the "Prior Plan"). The Prior Plan was approved by our stockholders on May 18, 2011 at our 2011 annual meeting. The Prior Plan shall remain in effect until all awards granted under the Prior Plan have been exercised, forfeited or cancelled or have otherwise expired or terminated. Any shares that remain outstanding or otherwise become available under the terms of the Prior Plan following the date the Plan is approved by the Company's stockholders shall become available for issuance under the Plan. No further awards will be made under the Prior Plan.

The Plan is administered by the Compensation Committee of Insight's Board of Directors, and, except as provided below, the Compensation Committee has the exclusive authority to administer the Plan, including the power to determine eligibility, the types of awards to be granted, the price and the timing of awards. Under the Plan, the Compensation Committee may delegate some of its authority to our Chief Executive Officer to grant awards to individuals other than individuals who are subject to the reporting requirements of Section 16(a) of the Securities Exchange Act of 1934, as amended. As of December 31, 2021, of the 2,571,000 shares of common stock reserved and available for grant under the Plan, 2,395,000 shares of common stock remain available for grant under the Plan.

Accounting for Restricted Stock Units

We issue RSUs as incentives to certain officers and teammates and as compensation to members of our Board of Directors. We recognize compensation expense associated with the issuance of such RSUs over the vesting period for each respective RSU. The total compensation expense associated with RSUs represents the value based upon the number of RSUs awarded multiplied by the closing price of our common stock on the date of grant. The number of RSUs to be awarded under our service-based RSUs is fixed at the grant date. The number of RSUs ultimately awarded under our performance-based RSUs varies based on whether the Company achieves certain financial results. We record compensation expense each period based on our estimate of the most probable number of RSUs that will be issued under the grants of performance-based RSUs. Recipients of RSUs do not have voting or dividend rights until the vesting conditions are satisfied and shares are released.

As of December 31, 2021, total compensation cost related to nonvested RSUs not yet recognized is \$28,391,000, which is expected to be recognized over the next 1.29 years on a weighted-average basis.

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

The following table summarizes our RSU activity during 2021:

	Number	Weighted Average Grant Date Fair Value	Fair Value
Nonvested at the beginning of year	863,718	\$ 52.61	
Granted	292,838	\$ 85.07	
Vested, including shares withheld to cover taxes	(396,886)	\$ 49.08	\$ 19,479,165 (a)
Forfeited	(68,982)	\$ 65.19	
Nonvested at the end of year	<u>690,688</u>	<u>\$ 67.60</u>	<u>\$ 73,627,341 (b)</u>

(a) The aggregate fair value of vested RSUs represents the total pre-tax fair value, based on the closing stock price on the day of vesting, which would have been received by holders of RSUs had all such holders sold their underlying shares on that date. The aggregate intrinsic value for RSUs which vested during 2020 and 2019 was \$16,410,202 and \$24,837,997, respectively.

(b) The aggregate fair value of the nonvested RSUs and the RSUs expected to vest represents the total pre-tax fair value, based on our closing stock price of \$106.60 as of December 31, 2021, which would have been received by holders of RSUs had all such holders sold their underlying shares on that date.

During each of the years in the three-year period ended December 31, 2021, the RSUs that vested for teammates in the United States were net-share settled such that we withheld shares with value equivalent up to the teammates' maximum statutory United States tax obligation for the applicable income and other employment taxes and remitted the equivalent cash amount to the appropriate taxing authorities. The total shares withheld during 2021, 2020 and 2019 of 105,434, 101,159 and 115,831, respectively, were based on the value of the RSUs on their vesting dates as determined by our closing stock price on such dates. For 2021, 2020 and 2019, total payments for our teammates' tax obligations to the taxing authorities were \$9,109,000, \$5,964,000 and \$6,572,000, respectively, and are reflected as a financing activity within the accompanying consolidated statements of cash flows. These net-share settlements had the effect of repurchases of our common stock as they reduced the number of shares that would have otherwise been issued as a result of the vesting and did not represent an expense to us.

(11) Income Taxes

The following table presents the U.S. and foreign components of earnings before income taxes and the related income tax expense (in thousands):

	Years Ended December 31,		
	2021	2020	2019
Earnings before income taxes:			
United States	\$ 200,657	\$ 154,788	\$ 142,410
Foreign	91,900	73,664	69,306
	<u>\$ 292,557</u>	<u>\$ 228,452</u>	<u>\$ 211,716</u>
Income tax expense:			
Current:			
U.S. Federal	\$ 29,478	\$ 38,732	\$ 20,254
U.S. State and local	7,391	8,203	5,457
Foreign	24,485	22,123	19,180
	<u>61,354</u>	<u>69,058</u>	<u>44,891</u>
Deferred:			
U.S. Federal	11,104	(10,048)	9,180
U.S. State and local	3,239	(1,779)	1,210
Foreign	(2,485)	(1,419)	(2,972)
	<u>11,858</u>	<u>(13,246)</u>	<u>7,418</u>
	<u>\$ 73,212</u>	<u>\$ 55,812</u>	<u>\$ 52,309</u>

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

The following schedule reconciles the differences between the U.S. federal income taxes at the U.S. statutory rate and our income tax expense (dollars in thousands):

	2021		2020		2019	
Statutory federal income tax rate	\$ 61,437	21.0%	\$ 47,975	21.0%	\$ 44,460	21.0%
State income tax expense, net of federal income tax benefit	10,666	3.6	6,280	2.7	7,239	3.4
Audits and adjustments, net	2,131	0.7	662	0.3	2,556	1.2
Change in valuation allowances	1,317	0.5	476	0.2	(2,739)	(1.3)
Foreign income taxed at different rates	4,308	1.5	3,825	1.7	4,024	1.9
Research and development credits	(4,352)	(1.5)	(1,858)	(0.8)	(5,438)	(2.6)
Other, net	(2,295)	(0.8)	(1,548)	(0.7)	2,207	1.1
Effective tax rate	<u>\$ 73,212</u>	<u>25.0%</u>	<u>\$ 55,812</u>	<u>24.4%</u>	<u>\$ 52,309</u>	<u>24.7%</u>

On March 27, 2020, the U.S. enacted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to provide certain relief as a result of the COVID-19 pandemic, which included, among other things, provisions relating to net operating loss carrybacks and other beneficial income tax changes. In 2020, we recorded a tax benefit of approximately \$1,712,000 related to the CARES Act, which was reflected in our effective tax rate reconciliation in 'Other, net'.

As of December 31, 2021, we have accumulated undistributed earnings generated by our foreign subsidiaries, most of which have been taxed in the U.S. as a result of the Tax Cuts and Jobs Act of 2017. For foreign subsidiary earnings not yet taxed under these provisions, we continue to assert permanent reinvestment of earnings earned in foreign jurisdictions which impose a withholding tax on dividends and, accordingly, have not accrued any additional income or withholding taxes on the potential repatriation of these earnings. At the present time, given the various complexities involved in repatriating earnings, it is not practicable to estimate the amount of tax that may be payable if these earnings were not reinvested indefinitely.

The significant components of deferred tax assets and liabilities are as follows (in thousands):

	December 31,	
	2021	2020
Deferred tax assets:		
Net operating losses	\$ 25,791	\$ 27,453
Foreign tax credits	13,518	16,027
Other	27,445	25,786
Gross deferred tax assets	66,754	69,266
Valuation allowances	(36,948)	(40,098)
Total deferred tax assets	<u>29,806</u>	<u>29,168</u>
Deferred tax liabilities:		
Goodwill and other intangibles	(49,987)	(48,831)
Property and equipment	(19,351)	(6,715)
Other	(1,852)	(2,540)
Total deferred tax liabilities	<u>(71,190)</u>	<u>(58,086)</u>
Net deferred tax liabilities	<u>\$ (41,384)</u>	<u>\$ (28,918)</u>

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

The net non-current deferred tax assets and liabilities are as follows (in thousands):

	December 31,	
	2021	2020
Net non-current deferred tax assets, which are included in "Other assets"	\$ 5,689	\$ 4,291
Net non-current deferred tax liabilities	(47,073)	(33,209)
Net deferred tax liabilities	\$ (41,384)	\$ (28,918)

As of December 31, 2021, we have U.S. state net operating loss carryforward ("NOLs") that will expire between 2021 and 2040. We also have foreign NOLs of \$93,771,000, certain of which will expire between 2022 and 2027, while the majority have no expiration date. Certain state NOLs relate to pre-acquisition losses from acquired subsidiaries and are subject to annual limitations as to their use under the provisions of Internal Revenue Code Section 382.

We have provided valuation allowances for certain of our deferred tax assets where we believe it is more likely than not that the related tax benefits will not be realized. At December 31, 2021 and 2020, our valuation allowances totaled \$36,948,000 and \$40,098,000, respectively, relating primarily to state and foreign NOLs and foreign tax credits. Changes to our valuation allowance for the year ended December 31, 2021 were driven by the expiration of foreign tax credits and changes in our foreign and state NOLs.

As of December 31, 2021 and 2020, we had approximately \$12,664,000 and \$10,546,000, respectively, of unrecognized tax benefits. Of these amounts, approximately \$1,250,000 and \$749,000, respectively, related to accrued interest. The changes in the unrecognized tax benefits balance during the year reflect additions for tax positions taken in prior and current periods, net of reductions related to audit settlements and statute expirations.

In the future, if recognized, the liability associated with uncertain tax positions would affect our effective tax rate. We do not believe there will be any changes over the next 12 months that would have a material effect on our effective tax rate.

We are currently under audit in various jurisdictions for tax years 2015 through 2019. Although the timing of the resolutions and/or closures of audits is highly uncertain, it is reasonably possible that the examination phase of these audits may be concluded within the next 12 months which could significantly increase or decrease the balance of our gross unrecognized tax benefits. However, based on the status of the various examinations in multiple jurisdictions, an estimate of the range of reasonably possible outcomes cannot be made at this time, but the estimated effect on our income tax expense and net earnings is not expected to be significant.

In the U.S., federal income tax returns for years subsequent to 2015 remain open to examination. For state and foreign jurisdictions, the statute of limitations generally varies between three and ten years. However, to the extent allowable by law, the tax authorities may have a right to examine and make adjustment to prior periods when amended returns have been filed, or when net operating losses or tax credits were generated and carried forward for subsequent utilization.

(12) Market Risk Management

Interest Rate Risk

We have interest rate exposure arising from our financing facilities, which have variable interest rates. These variable interest rates are affected by changes in short-term interest rates. We currently do not hedge our interest rate exposure.

We do not believe that the effect of reasonably possible near-term changes in interest rates will be material to our financial position, results of operations and cash flows. Our financing facilities expose our net earnings to changes in short-term interest rates since interest rates on the underlying obligations are variable. We had \$53,000,000 outstanding under our ABL facility and \$308,543,000 outstanding under the Notes at December 31, 2021. The interest rate attributable to the borrowings under our ABL facility and the Notes was 1.35% and 0.75%, respectively, per annum at December 31, 2021. The change in annual pre-tax earnings from operations resulting from a hypothetical 10% increase or decrease in the applicable interest rate would have been immaterial.

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

Although the Notes are based on a fixed rate, changes in interest rates could impact the fair market value of such notes. As of December 31, 2021, the fair market value of the Notes was \$553,875,000.

Foreign Currency Exchange Risk

We have foreign currency exchange risk related to the translation of our foreign subsidiaries' operating results, assets and liabilities (see Note 1 for a description of our Foreign Currencies policy). We also maintain cash accounts denominated in currencies other than the functional currency, which expose us to fluctuations in foreign exchange rates. Remeasurement of these cash balances results in gains/losses that are also reported in other expense (income), net within non-operating (income) expense. We monitor our foreign currency exposure and selectively enter into forward exchange contracts to mitigate risk associated with certain non-functional currency monetary assets and liabilities related to foreign denominated payables, receivables and cash balances. Transaction gains and losses resulting from non-functional currency assets and liabilities are offset by gains and losses on forward contracts in non-operating (income) expense, net in our consolidated statements of operations. The counterparties associated with our foreign exchange forward contracts are large creditworthy commercial banks. The derivatives transacted with these institutions are short in duration and, therefore, we do not consider counterparty concentration and non-performance to be material risks. The Company does not have a significant concentration of credit risk with any single counterparty.

(13) Fair Value Measurements

Fair value measurements are determined based on the following three categories:

- Level 1: Quoted market prices in active markets for identical assets or liabilities.
- Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.
- Level 3: Unobservable inputs that are not corroborated by market data.

As of December 31, 2021, we have no non-financial assets or liabilities that are measured and recorded at fair value on a recurring basis, and our other financial assets or liabilities generally consist of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other current liabilities and long-term debt. The estimated fair values of our cash and cash equivalents approximate their carrying values and are determined based on quoted prices in active markets for identical assets. The estimated fair values of our long-term debt balances, excluding the Notes, approximate their carrying values based on their variable interest rate terms that are based on current market interest rates for similar debt instruments. The Notes were initially recorded at their estimated fair value based on market interest rates for similar debt instruments. The fair market value of the Notes as of December 31, 2021 is disclosed in footnote 12. The fair values of the other financial assets and liabilities are based on the values that would be received or paid in an orderly transaction between market participants and approximate their carrying values due to their nature and short duration.

(14) Benefit Plans

We adopted a defined contribution benefit plan (the "Defined Contribution Plan") for our U.S. teammates which complies with section 401(k) of the Internal Revenue Code. The Company provides a discretionary match to all participants who make 401(k) contributions pursuant to the Defined Contribution Plan. On May 15, 2020, our matching contributions were temporarily suspended due to the COVID-19 pandemic. Company matching contributions returned in 2021. The discretionary match provided to participants is equivalent to 50% of a participant's pre-tax contributions up to a maximum of 6% of eligible compensation per pay period. Additionally, we offer several defined contribution benefit plans to our teammates outside of the United States. These plans and their related terms vary by country. Total consolidated contribution expense under these plans was \$25,270,000, \$11,974,000 and \$19,126,000 for 2021, 2020 and 2019, respectively.

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

(15) Share Repurchase Programs

In each of February 2020 and February 2018, our Board of Directors authorized the repurchase of up to \$50,000,000 of our common stock. In May 2021, our Board of Directors authorized the repurchase of up to \$125,000,000 of common stock, including the \$25,000,000 that remained available from the February 2020 authorization. As of December 31, 2021, approximately \$75,000,000 remained available under the May 2021 share repurchase plan and none remained available under the February 2018 share repurchase plan. 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 following table summarizes the shares of our common stock that we repurchased on the open market under these repurchase programs during the years ended December 31, 2021, 2020 and 2019, respectively, in thousands, except per share amounts:

Year	Total Number of Shares Purchased	Average Price Paid per Share	Approximate Dollar Value of Shares Purchased
2021	497	\$ 100.55	\$ 50,000
2020	445	56.20	25,000
2019	541	51.56	27,899
Total	1,483		\$ 102,899

All shares repurchased were retired.

(16) 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 December 31, 2021, we had approximately \$28,348,000 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 December 31, 2021. Accordingly, we have not accrued any liabilities related to such performance bonds in our consolidated financial statements.

Employment Contracts and Severance Plans

We have employment contracts with, and 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 one to twenty-four months of salary.

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 December 31, 2021. Accordingly, we have not accrued any liabilities related to such indemnifications in the accompanying consolidated financial statements.

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

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 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 appropriate. If accruals are not appropriate, 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.

In connection with the acquisition of PCM, the Company has effectively assumed responsibility for PCM litigation matters, including various disputes related to PCM's acquisition of certain assets of En Pointe Technologies in 2015. The seller of En Pointe Technologies and related entities providing various post-closing support functions to PCM have asserted claims regarding the sufficiency of earnout payments paid by PCM under the asset purchase agreement and the unwinding of the support functions post-closing. PCM rejected and vigorously responded to those claims, and the Company continues to pursue various counterclaims. The disputes are being heard by multiple courts and arbitrators in several different jurisdictions including California, Delaware and Pakistan. The Company cannot determine with certainty the costs or outcome of these matters. However, the Company is not involved in any pending or threatened legal proceedings, including the PCM litigation matters, that it believes would reasonably be expected to have a material adverse effect on its business, financial condition or results of operations.

(17) Supplemental Financial Information

Additions and deductions related to the allowance for doubtful accounts receivable for 2021, 2020 and 2019 were as follows (in thousands):

	Balance at Beginning of Year	Additions	Deductions	Balance at End of Year
Allowance for doubtful accounts receivable:				
Year ended December 31, 2021	\$ 15,106	\$ 7,862	\$ (6,027)	\$ 16,941
Year ended December 31, 2020	\$ 10,762	\$ 10,163	\$ (5,819)	\$ 15,106
Year ended December 31, 2019	\$ 10,462	\$ 5,079	\$ (4,779)	\$ 10,762

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

(18) Cash Flows

Cash payments for interest on indebtedness and cash payments for taxes on income were as follows (in thousands):

	Years Ended December 31,		
	2021	2020	2019
Supplemental disclosures of cash flow information:			
Cash paid during the year for interest	\$ 8,852	\$ 16,605	\$ 6,246
Cash paid during the year for income taxes, net of refunds	\$ 75,986	\$ 62,545	\$ 42,484

(19) Segment and Geographic 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 are largely software and certain software-related services and cloud solutions.

Disaggregation of Revenue

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 years ended December 31, 2021, 2020 and 2019 (in thousands):

	Year Ended December 31, 2021			
	North America	EMEA	APAC	Consolidated
Major Offerings				
Hardware	\$ 5,163,225	\$ 676,815	\$ 49,470	\$ 5,889,510
Software	1,315,412	825,361	89,844	2,230,617
Services	1,041,686	201,875	72,425	1,315,986
	<u>\$ 7,520,323</u>	<u>\$ 1,704,051</u>	<u>\$ 211,739</u>	<u>\$ 9,436,113</u>
Major Client Groups				
Large Enterprise / Corporate	\$ 5,356,915	\$ 1,219,601	\$ 93,796	\$ 6,670,312
Commercial	1,495,311	65,728	61,627	1,622,666
Public Sector	668,097	418,722	56,316	1,143,135
	<u>\$ 7,520,323</u>	<u>\$ 1,704,051</u>	<u>\$ 211,739</u>	<u>\$ 9,436,113</u>
Revenue Recognition based on acting as Principal or Agent in the Transaction				
Gross revenue recognition (Principal)	\$ 7,138,852	\$ 1,591,156	\$ 184,418	\$ 8,914,426
Net revenue recognition (Agent)	381,471	112,895	27,321	521,687
	<u>\$ 7,520,323</u>	<u>\$ 1,704,051</u>	<u>\$ 211,739</u>	<u>\$ 9,436,113</u>

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

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.

The tables below present information about our reportable operating segments (in thousands):

	Year Ended December 31, 2021			
	North America	EMEA	APAC	Consolidated
Net Sales:				
Products	\$ 6,478,637	\$ 1,502,176	\$ 139,314	\$ 8,120,127
Services	1,041,686	201,875	72,425	1,315,986
Total net sales	7,520,323	1,704,051	211,739	9,436,113
Costs of goods sold:				
Products	5,874,551	1,380,221	126,136	7,380,908
Services	510,322	64,968	32,358	607,648
Total costs of goods sold	6,384,873	1,445,189	158,494	7,988,556
Gross profit	1,135,450	258,862	53,245	1,447,557
Operating expenses:				
Selling and administrative expenses	869,766	210,616	36,748	1,117,130
Severance and restructuring expenses	(3,129)	1,328	167	(1,634)
Earnings from operations	\$ 268,813	\$ 46,918	\$ 16,330	\$ 332,061

	Year Ended December 31, 2020			
	North America	EMEA	APAC	Consolidated
Net Sales:				
Products	\$ 5,679,052	\$ 1,378,387	\$ 114,716	\$ 7,172,155
Services	935,980	176,838	55,606	1,168,424
Total net sales	6,615,032	1,555,225	170,322	8,340,579
Costs of goods sold:				
Products	5,130,851	1,261,236	104,914	6,497,001
Services	462,793	57,943	22,900	543,636
Total costs of goods sold	5,593,644	1,319,179	127,814	7,040,637
Gross profit	1,021,388	236,046	42,508	1,299,942
Operating expenses:				
Selling and administrative expenses	790,913	192,485	30,367	1,013,765
Severance and restructuring expenses	9,273	2,989	132	12,394
Acquisition-related expenses	2,004	204	—	2,208
Earnings from operations	\$ 219,198	\$ 40,368	\$ 12,009	\$ 271,575

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

	Year Ended December 31, 2019			
	North America	EMEA	APAC	Consolidated
Net Sales:				
Products	\$ 5,227,490	\$ 1,376,678	\$ 127,953	\$ 6,732,121
Services	796,815	149,966	52,288	999,069
Total net sales	6,024,305	1,526,644	180,241	7,731,190
Costs of goods sold:				
Products	4,748,608	1,258,974	117,778	6,125,360
Services	404,583	40,587	22,562	467,732
Total costs of goods sold	5,153,191	1,299,561	140,340	6,593,092
Gross profit	871,114	227,083	39,901	1,138,098
Operating expenses:				
Selling and administrative expenses	664,374	186,957	29,406	880,737
Severance and restructuring expenses	4,946	334	145	5,425
Acquisition-related expenses	11,342	—	—	11,342
Earnings from operations	\$ 190,452	\$ 39,792	\$ 10,350	\$ 240,594

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

	December 31, 2021	December 31, 2020
North America	\$ 4,920,220	\$ 4,837,155
EMEA	828,456	735,771
APAC	148,737	155,761
Corporate assets and intercompany eliminations, net	(1,208,333)	(1,417,955)
Total assets	\$ 4,689,080	\$ 4,310,732

The following is a summary of our geographic net sales and long-lived assets, consisting of property and equipment, net (in thousands):

	United States	United Kingdom	Other Foreign	Total
2021				
Net sales	\$ 7,046,742	\$ 826,800	\$ 1,562,571	\$ 9,436,113
Total long-lived assets	\$ 144,777	\$ 9,282	\$ 22,204	\$ 176,263
2020				
Net sales	\$ 6,237,901	\$ 805,401	\$ 1,297,277	\$ 8,340,579
Total long-lived assets	\$ 110,161	\$ 11,042	\$ 24,813	\$ 146,016
2019				
Net sales	\$ 5,696,422	\$ 776,051	\$ 1,258,717	\$ 7,731,190

Net sales by geographic area are presented by attributing net sales to external customers based on the domicile of the selling location.

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

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

	Years Ended December 31,		
	2021	2020	2019
Depreciation and amortization of property and equipment:			
North America	\$ 18,532	\$ 22,396	\$ 17,827
EMEA	4,256	5,073	4,166
APAC	588	556	545
	<u>23,376</u>	<u>28,025</u>	<u>22,538</u>
Amortization of intangible assets:			
North America	29,576	34,990	22,382
EMEA	1,971	2,088	828
APAC	498	457	461
	<u>32,045</u>	<u>37,535</u>	<u>23,671</u>
Total	<u>\$ 55,421</u>	<u>\$ 65,560</u>	<u>\$ 46,209</u>

(20) Acquisitions

PCM

On August 30, 2019, we completed our acquisition of PCM, acquiring 100 percent of the issued and outstanding shares of PCM for a cash purchase price of \$745,562,000, which included cash and cash equivalents acquired of \$84,637,000 and the payment of PCM's outstanding debt. PCM was a provider of multi-vendor technology offerings, including hardware, software and services to small, mid-sized and corporate/enterprise commercial clients, state, local and federal governments and educational institutions across the United States, Canada and the United Kingdom. Based in El Segundo, California, PCM had 40 office locations in North America and the United Kingdom and more than 4,000 teammates. We believe that this acquisition allowed us to help PCM clients in positioning their businesses for future growth, transforming and securing their data platforms, creating modern and mobile experiences for their workforce and optimizing the procurement of technology. The addition of PCM complemented our supply chain expertise, adding scale and clients in the commercial space primarily in North America.

The following table summarizes the purchase price and the estimated fair value of the assets acquired and liabilities assumed at the date of acquisition (in thousands):

Purchase price net of cash and cash equivalents acquired	\$	660,925
Fair value of net assets acquired:		
Current assets	\$	531,941
Identifiable intangible assets - see description below		191,370
Property and equipment		91,213
Other assets		32,699
Current liabilities		(369,183)
Long-term liabilities, including deferred taxes		(71,009)
Total fair value of net assets acquired		<u>407,031</u>
Excess purchase price over fair value of net assets acquired ("goodwill")	\$	<u>253,894</u>

Under the acquisition method of accounting, the total purchase price as shown in the table above was allocated to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values. The excess of the purchase price over fair value of net assets acquired was recorded as goodwill. In the fourth quarter of 2020, an adjustment of \$56,700,000 was recorded to goodwill primarily due to a change in the customer relationships valuation based on updated information received for key inputs as well as an associated change in deferred taxes.

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

The estimated fair values of current assets and liabilities are based upon their historical costs on the date of acquisition due to their short-term nature. The estimated fair values of the majority of property and equipment excluding acquired real estate are also based upon historical costs as they approximate fair value. Certain long-term assets, including PCM's IT systems, have been written down to the estimated fair value.

The estimated fair value of net assets acquired was approximately \$407,031,000, including \$191,370,000 of identifiable intangible assets, consisting primarily of customer relationships of \$178,900,000. The fair value of the customer relationships were determined using the multiple-period excess earnings method.

The identifiable intangibles resulting from the acquisition are amortized using the straight-line method over the following estimated useful lives:

Intangible Assets	Estimated Economic Life
Customer relationships	10- 12 years
Trade name	1 Year
Non-compete agreements	2 - 3 Years

Goodwill of \$253,894,000, which was recorded in our North America and EMEA operating segments, represents the excess of the purchase price over the estimated fair value assigned to tangible and identifiable intangible assets acquired and liabilities assumed from PCM. The goodwill is not amortized and will be tested for impairment annually in the fourth quarter of our fiscal year. The addition of the PCM technical employees to our team and the opportunity to grow our business are the primary factors making up the goodwill recognized as part of the transaction. None of the goodwill is tax deductible. The purchase price allocation was finalized during the third quarter of 2020.

We have consolidated the results of operations for PCM since its acquisition on August 30, 2019.

The following table reports pro forma information as if the acquisition of PCM had been completed at the beginning of the earliest period presented (in thousands, except per share amounts):

		Year Ended December 31, 2019
Net sales	As reported	\$ 7,731,190
	Pro forma	\$ 9,207,512
Net earnings	As reported	\$ 159,407
	Pro forma	\$ 171,102
Diluted earnings per share	As reported	\$ 4.43
	Pro forma	\$ 4.76

(21) Subsequent Events

In February 2022, we increased our maximum availability under our unsecured inventory financing facility with PNC. The aggregate availability for vendor purchases under the PNC facilities is \$375,000,000, including the \$25,000,000 Canada facility.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

(a) Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Our management, including our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2021. In making this assessment, our management used the criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Management has concluded that the Company maintained effective internal control over financial reporting as of December 31, 2021, based on the criteria established in COSO's Internal Control – Integrated Framework (2013).

KPMG LLP, the independent registered public accounting firm that audited the Consolidated Financial Statements in Part II, Item 8 of this report, has issued an attestation report on the Company's internal control over financial reporting as of December 31, 2021.

(b) Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting during the quarter ended December 31, 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

(c) Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Our Chief Executive Officer and Chief Financial Officer, as of the end of the period covered by this report, evaluated the effectiveness of our disclosure controls and procedures and determined that as of December 31, 2021 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.

(d) Inherent Limitations of Disclosure Controls and 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.

Item 9B. Other Information

Not applicable.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The names of the executive officers of Insight and their ages, titles and biographies as of the date hereof are incorporated by reference from Part I, Item 1 of this report under the caption "Information about our Executive Officers."

Other information required by this item can be found in our definitive Proxy Statement relating to our 2022 Annual Meeting of Stockholders to be filed with the SEC within 120 days after December 31, 2021 (our "Proxy Statement") and is incorporated herein by reference.

Item 11. Executive Compensation

On February 15, 2022, the Compensation Committee of the Board of Directors of the Company approved changes to the design of the Company's 2022 equity compensation program applicable to the Company's executive officers and other members of senior management (the "2022 Equity Compensation Plan"). Under the 2022 Equity Compensation Plan, the Company awards RSUs to participants based on achievement of various objectives. The three elements of the plan are: (i) 30% of target is based on achievement of adjusted ROIC performance over a one-year measurement period with the awards vesting ratably over three years; (ii) 30% of target is based on achievement of relative total shareholder return (rTSR) over a three-year measurement period with the awards cliff vesting after three years; and (iii) 40% of target is based on service with the awards vesting ratably over three years.

The Compensation Committee also approved one-time bridge grants to eligible employees in connection with the transition from annual vesting of all RSUs to three-year cliff vesting for the rTSR awards. Accordingly, the following named executive officers will receive bridge grants of RSUs in the following amounts: Joyce Mullen, \$500,000; Glynis Bryan, \$300,000; and Samuel Cowley, \$150,000. The bridge grants vest ratably over two years.

The other information required by this item can be found in our Proxy Statement and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item can be found in our Proxy Statement and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item can be found in our Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

Our independent registered public accounting firm is KPMG LLP, Phoenix, AZ, Auditor Firm ID: 185.

The information required by this item can be found in our Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) Financial Statements and Schedules

The Consolidated Financial Statements of Insight Enterprises, Inc. and subsidiaries and the related Reports of Independent Registered Public Accounting Firm are filed herein as set forth under Part II, Item 8 of this report.

Financial statement schedules have been omitted since they are either not required, not applicable, or the information is otherwise included in the Consolidated Financial Statements or notes thereto.

(b) Exhibits

The exhibits list is incorporated herein by reference as the list of exhibits required as part of this report.

Item 16. Form 10-K Summary

None.

INSIGHT ENTERPRISES, INC.
EXHIBITS TO FORM 10-K
YEAR ENDED DECEMBER 31, 2021
Commission File No. 000-25092

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed/Furnished Herewith	
		Form	File No.	Exhibit Number		
2.1 ⁽¹⁾	Agreement and Plan of Merger, dated as of November 6, 2016, by and among Insight Enterprises, Inc., Reef Acquisition Co., and Datalink Corporation	8-K	000-25092	2.1	November 7, 2016	
2.2 ⁽¹⁾	Agreement and Plan of Merger, dated as of June 23, 2019, by and among Insight Enterprises, Inc., Trojan Acquisition Corp. and PCM	8-K	000-25092	2.1	June 24, 2019	
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	
4.1 (P)	Specimen Common Stock Certificate	S-1	33-86142	4.1	January 20, 1995	
4.2	Indenture (including Form of Note) with respect to Insight Enterprises, Inc.'s 0.750% Convertible Senior Notes due 2025, dated August 15, 2019, by and among Insight Enterprises, Inc., Insight Direct USA, Inc. and U.S. Bank National Association, as trustee.	8-K	000-25092	4.1	August 15, 2019	
4.3	Description of Company's securities	10-K	000-25092	4.3	February 21, 2020	
10.1 ⁽²⁾	Form of Indemnification Agreement	10-K	000-25092	10.1	July 26, 2007	
10.2 ⁽³⁾	Amended Insight Enterprises, Inc. 2007 Omnibus Plan	Proxy Statement	000-25092	Annex A	April 4, 2011	
10.3 ⁽³⁾	First Amendment to the Amended Insight Enterprises, Inc. 2007 Omnibus Plan	Proxy Statement	000-25092	Annex A	April 5, 2016	
10.4 ⁽³⁾	Insight Enterprises, Inc. 2020 Omnibus Plan	S-8	333-238543	99.1	May 20, 2020	
10.5 ⁽³⁾	Restricted Stock Unit Agreement Template for Service-Based Awards					X
10.6 ⁽³⁾	Restricted Stock Unit Agreement Template for Performance-Based (ROIC) Awards					X
10.7 ⁽³⁾	Restricted Stock Unit Agreement Template for Performance-Based (Relative Total Shareholder Return Performance Goal) Awards					X
10.8 ⁽³⁾	Insight Enterprises, Inc. Executive Management Separation Plan effective as of August 29, 2019	10-Q	000-25092	10.1	May 6, 2021	
10.9 ⁽³⁾	First Amendment to the Insight Enterprises, Inc. Executive Management Separation Plan effective as of February 1, 2020	10-K	000-25092	10.5	February 21, 2020	

INSIGHT ENTERPRISES, INC.
EXHIBITS TO FORM 10-K (continued)
YEAR ENDED DECEMBER 31, 2021
Commission File No. 000-25092

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed/Furnished Herewith	
		Form	File No.	Exhibit Number		
10.10 ⁽³⁾	Amended and Restated Employment Agreement between Insight Enterprises, Inc. and Glynis A. Bryan dated as of January 1, 2009	8-K	000-25092	10.3	January 7, 2009	
10.11 ⁽³⁾	Employment Agreement between Insight Enterprises, Inc. and Rachael A. Bertrandt, dated as of September 30, 2018	10-Q	000-25092	10.1	November 7, 2018	
10.12 ⁽³⁾	Executive Employment Agreement between Insight Enterprises, Inc. and Samuel C. Cowley, dated June 7, 2016	10-K	000-25092	10.12	February 2, 2017	
10.13 ⁽³⁾	Executive Employment Agreement between Insight Enterprises, Inc. and Jeffery Shumway, dated May 6, 2019	10-K	000-25092	10.12	February 21, 2020	
10.14 ⁽³⁾	Employment Agreement between Insight Enterprises, Inc. and Joyce Mullen effective October 14, 2021	8-K	000-25092	10.1	October 18, 2021	
10.15 ⁽³⁾	Executive Employment Agreement between Insight Enterprises, Inc. and James A. Morgado dated as of January 17, 2022					X
10.16	Form of Bond Hedge Confirmation.	8-K	000-25092	10.1	August 15, 2019	
10.17	Form of Warrant Confirmation.	8-K	000-25092	10.2	August 15, 2019	
10.18 ⁽⁴⁾	Credit Agreement, dated as of August 30, 2019, by and among Insight Enterprises, Inc., the subsidiaries of Insight Enterprises, Inc. party thereto as borrowers and guarantors, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto.	8-K	000-25092	10.1	August 30, 2019	
10.19	First Amendment to Credit Agreement, dated as of July 31, 2020, by and among Insight Enterprises, Inc., the subsidiaries of Insight Enterprises, Inc. party thereto as borrowers and grantors, JPMorgan, N.A., as administrative agent, and the lenders party thereto.	10-Q	000-25092	10.2	August 6, 2020	
21	Subsidiaries of Insight Enterprises, Inc.					X
23.1	Consent of KPMG LLP					X
24.1	Power of Attorney for Timothy A. Crown dated February 10, 2022					X
24.2	Power of Attorney for Richard E. Allen dated February 10, 2022					X
24.3	Power of Attorney for Bruce W. Armstrong dated February 10, 2022					X
24.4	Power of Attorney for Linda M. Breard dated February 10, 2022					X
24.5	Power of Attorney for Catherine Courage dated February 14, 2022					X

INSIGHT ENTERPRISES, INC.
EXHIBITS TO FORM 10-K (continued)
YEAR ENDED DECEMBER 31, 2021
Commission File No. 000-25092

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed/Furnished Herewith
		Form	File No.	Exhibit Number	
24.6	Power of Attorney for Anthony A. Ibargüen dated February 9, 2022				X
24.7	Power of Attorney for Kathleen S. Pushor dated February 14, 2022				X
24.8	Power of Attorney for Girish Rishi dated February 14, 2022				X
24.9	Power of Attorney for Alexander L. Baum dated February 11, 2022				X
31.1	Certification of Chief Executive Officer Pursuant to Securities and Exchange Act Rule 13a-14				X
31.2	Certification of Chief Financial Officer Pursuant to Securities and Exchange Act Rule 13a-14				X
32.1	Certification of Chief Executive Office 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				X
101.INS	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

- (1) Certain schedules and exhibits (or similar attachments) have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish copies of any such schedules and exhibits (or similar attachments) to the SEC upon request.
- (2) We have entered into a separate indemnification agreement with each of the following directors and executive officers that differ only in names and dates: Richard E. Allen, Bruce W. Armstrong, Linda Breard, Glynis A. Bryan, Catherine Courage, Samuel C. Cowley, Timothy A. Crown, Rachael A. Crump, Anthony A. Ibargüen, James A. Morgado, Joyce A. Mullen, Kathleen S. Pushor, Girish Rishi, and Jeffery Shumway. Pursuant to the instructions accompanying Item 601 of Regulation S-K, the Registrant is filing the form of such indemnification agreement.
- (3) Management contract or compensatory plan or arrangement.
- (4) Certain schedules and exhibits (or similar attachments) have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish copies of any such schedules and exhibits (or similar attachments) to the SEC upon request.
- (P) Paper exhibit.

INSIGHT ENTERPRISES, INC.**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) 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.

INSIGHT ENTERPRISES, INC.

By /s/ Joyce A. Mullen
Joyce A. Mullen
President and Chief Executive Officer

Dated: February 18, 2022

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Joyce A. Mullen</u> Joyce A. Mullen	President, Chief Executive Officer and Director (principal executive officer)	February 18, 2022
<u>/s/ Glynis A. Bryan</u> Glynis A. Bryan	Chief Financial Officer (principal financial officer)	February 18, 2022
<u>/s/ Rachael A. Crump</u> Rachael A. Crump	Global Corporate Controller (principal accounting officer)	February 18, 2022
<u>/s/ Timothy A. Crown*</u> Timothy A. Crown	Chairman of the Board	February 18, 2022
<u>/s/ Richard E. Allen*</u> Richard E. Allen	Director	February 18, 2022
<u>/s/ Bruce W. Armstrong*</u> Bruce W. Armstrong	Director	February 18, 2022
<u>/s/ Alexander L. Baum*</u> Alexander L. Baum	Director	February 18, 2022
<u>/s/ Linda M. Breard*</u> Linda M. Breard	Director	February 18, 2022
<u>/s/ Catherine Courage*</u> Catherine Courage	Director	February 18, 2022
<u>/s/ Anthony A. Ibargüen*</u> Anthony A. Ibargüen	Director	February 18, 2022
<u>/s/ Kathleen S. Pushor*</u> Kathleen S. Pushor	Director	February 18, 2022
<u>/s/ Girish Rishi*</u> Girish Rishi	Director	February 18, 2022
<u>* By: /s/ Samuel C. Cowley</u> Samuel C. Cowley, Attorney in Fact		

RESTRICTED STOCK UNIT AWARD AGREEMENT

This Restricted Stock Unit Award Agreement (this "Agreement") is made and entered into effective as of the date listed below in Section 1 (the "Grant Date"), by and between Insight Enterprises, Inc. (the "Company") and the individual whose name is listed below in Section 2 ("Employee" or "you").

The terms and conditions of this Restricted Stock Unit Award (the "Award") are as set forth in this Agreement and in the Insight Enterprises, Inc. 2020 Omnibus Plan (the "Plan"). The Award is made under and is limited by and subject to the express terms and conditions of the Plan. **You agree and acknowledge that you would not be eligible for the Award but for your agreement to abide by and execute this Agreement, including the Restrictive Covenants set forth in Section 14 and as more fully described in Attachment A, the Trade Secret and Confidential Information covenants in Section 15 and as more fully described in Attachment B, and the Mutual Binding Arbitration Agreement set forth in Section 18 and is more fully described in Attachment C. You agree that Attachments A, B, and C are integral parts of this Agreement and are incorporated by reference into this Agreement.** You agree and acknowledge the Award constitutes good and sufficient consideration for the terms of this Agreement. In the event of any inconsistency between the terms of this Agreement and the Plan, the terms of the Plan will govern. Capitalized terms that are not defined in this Agreement but defined in the Plan have the meanings given to them in the Plan.

The Company has granted you restricted stock units ("RSUs"), as follows:

- | | |
|-----------------------------------|------------------|
| 1. Grant Date: | [DATE] |
| 2. Employee Name: | [NAME] |
| 3. Employee ID: | [ID] |
| 4. Grant Number: | [GRANT NUMBER] |
| 5. Number of RSUs Awarded: | [NUMBER of RSUs] |

- 6. Vesting Schedule:** The RSUs will vest according to the table below on the condition that you continuously remain an employee of the Company or one of its Related Companies until each applicable date:

Units	Vest Date
[NUMBER OF UNITS]	[DATE]
[NUMBER OF UNITS]	[DATE]
[NUMBER OF UNITS]	[DATE]

7. Vesting.

- a. One share of \$0.01 par value common stock of the Company will be issuable for each RSU that vests (the "Shares"), subject to the terms and conditions of this Agreement and the Plan. Upon vesting, and subject to Section 8 of this Agreement, the Company will settle the vested RSUs by issuing the Shares to you as soon as administratively practicable after the date of vesting but in no event later than March 15 of the following calendar year.
- b. If during the vesting period you take a leave of absence from the Company or a Related Company that your employer has approved in writing in accordance with that employer's policy for leaves of absence, the RSUs will continue to vest in accordance with the vesting schedule set forth above. If some or all of the RSUs vest while you are on such

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an approved leave of absence, you will be entitled to the Shares even if you have not returned to active employment.

- c. Unless the Committee determines otherwise prior to your Termination of Service, upon your Termination of Service for reasons other than death any portion of the Award that has not vested in accordance with the vesting schedule set forth above will immediately terminate, all unvested RSUs shall immediately be forfeited without payment of any further consideration to you, and you will not be entitled to receive the Shares underlying RSUs not yet vested in accordance with the vesting schedule set forth above. Upon your Termination of Service by reason of death, any portion of your RSUs remaining unvested will automatically vest in full effective immediately prior to such Termination of Service.
- d. RSUs shall not be sold, transferred, assigned, encumbered, pledged or otherwise disposed of, whether voluntarily or by operation of law.

8. Withholding Taxes. The Company shall have the power to withhold, or to require you to remit to the Company or to any Related Company, as applicable, up to the maximum amount necessary to satisfy federal, state, local and foreign withholding tax requirements in the applicable jurisdiction on any Award. The Company shall have discretion to determine the withholding amount, or the Company may (but is not required to) permit you to elect the withholding amount, within permissible limits as it deems appropriate, but in no event will such withholding amount be less than the minimum or more than the maximum amount necessary to satisfy federal, state, local or foreign tax withholding requirements in the applicable jurisdiction on any Award. To the extent that alternative methods of withholding are available under applicable tax laws, the Company shall have the power to choose among such methods. The Committee may permit you to satisfy all or part of your tax withholding obligations by (a) paying cash to the Company or to any Related Company, as applicable, (b) having the Company withhold an amount from any cash amounts otherwise due or to become due from the Company to you, (c) having the Company withhold a number of shares of Common Stock that would otherwise be issued to you having a fair market value equal to the applicable withholding amount, or (d) surrendering a number of shares of Common Stock you already own having a value equal to the applicable withholding amount. The Company shall not be required to issue any shares of Common Stock or otherwise settle an Award until the withholding obligations described by this Section 8 are satisfied

9. Voting and Other Rights.

- a. You will not have the right to vote the Shares underlying RSUs at meetings of the Company's stockholders until those RSUs have become vested Shares issued pursuant to this Agreement.
- b. The Award does not confer upon you any right to continue in the employ of the Company or a Related Company or to interfere with the right of the Company or a Related Company to terminate your employment or services at any time for any reason, with or without Cause.
- c. The Award is a one-time, discretionary award made by the Company, and the Company has no obligation to make a like award or any other award in any future period, and no such obligation will arise by reason of your availing yourself of the benefits of the Shares issued under the Award. Future awards, if any, will be at the sole discretion of the Company. You acknowledge and agree that the Plan is discretionary in nature and limited in duration and that the Company, in its sole discretion, may amend, cancel or terminate the Plan at any time subject to the terms of the Plan.

10. Notices. Any written notice under the Award will be deemed given on the date that is three business days after it is sent by registered or certified mail, postage prepaid, addressed to you at the address on file with the Company for you or to the Company at Insight Enterprises, Inc., 6820 South Harl Avenue, Tempe, Arizona 85283, Attention: HR Carver – Stock Administration. Any notice may be sent using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice will be deemed to have been duly given unless and until it is actually received by

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the intended recipient. You and the Company may change the address to which notices are to be delivered by giving the other party notice in the manner set forth in this Agreement.

11. Plan Documents. All Plan documents, including the Plan Summary, can be found under "Company Library" on your E*TRADE Account. You may also request copies of these documents in writing by contacting the Company at Insight Enterprises, Inc., 6820 South Harl Avenue, Tempe, Arizona 85283, Attention: HR Carver – Stock Administration.

12. Consent to Transfer Personal Data. By accepting the Award, you voluntarily acknowledge and consent to the collection, use, processing and transfer of personal data as described in this Section 12. You are not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect your ability to participate in the Plan. The Company and its Related Companies hold certain personal information about you, that may include your name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any shares of stock held in the Company, or details of any entitlement to shares of stock awarded, canceled, purchased, vested, or unvested, for the purpose of implementing, managing and administering the Plan ("Data"). The Company and/or its Related Companies will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan, and the Company and/or any of its Related Companies may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located throughout the world, including the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on your behalf by a broker or other third party with whom you may elect to deposit any shares of stock acquired pursuant to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing consent may affect your ability to participate in the Plan.

13. Independent Tax Advice. You acknowledge that determining the actual tax consequences to you of receiving or disposing of the RSUs and Shares may be complicated. These tax consequences will depend, in part, on your specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. You are aware that you should consult a competent and independent tax advisor for a full understanding of the specific tax consequences to you of receiving the RSUs and receiving or disposing of the Shares. Prior to executing this Agreement, you either have consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the receipt of the RSUs and the receipt or disposition of the Shares in light of your specific situation or you have had the opportunity to consult with such a tax advisor but chose not to do so.

14. Restrictive Covenants. You covenant and agree that, without the prior written consent of the Company, you will not, directly or indirectly:

- 14.1 Engage in a Competing Business while employed by the Company or one of its subsidiary or affiliated companies (individually "an Affiliate" or collectively "Affiliates");
- 14.2 Engage in a Competing Business in the Restricted Territory for the Specified Duration after your employment with the Company or an Affiliate terminates;
- 14.3 Solicit or accept business from any Client or Potential Client for any transaction other than for the benefit of the Company and its Affiliates while the Company or an Affiliate employs you or for the Specified Period; and
- 14.4 Solicit an employee of Company or an Affiliate to end or terminate employment with the Company or an Affiliate or hire any such individual while the Company or an Affiliate employs you or for the Specified Period.

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You further covenants and agrees: i) the foregoing obligations are set forth more fully in **Attachment A**, which defines the applicable scope, geographic, and temporal limitations of these covenants; and ii) you have read, understand, and agree to **Attachment A**.

If the you are employed by the Company or an Affiliate in California, the terms and conditions set forth in Sections 14.2, 14.3, and 14.4 above do not apply to you.

Section 14.2 does not apply to you if, at the time of termination of employment:

- You are employed by the Company or an Affiliate in the state of Washington and either: i) you are projected to make less than \$100,000 per year on an annualized basis; or ii) your employment is terminated as a result of a layoff and the sum of the severance, if any, you receive for the Specified Duration and your compensation, if any, for subsequent employment for the Specified Duration is less than your base salary at the time of termination;
- You are employed by the Company or an Affiliate in Illinois and makes less than the greater of: i) the hourly rate equal to the minimum wage required by the applicable federal, state, or local minimum wage law; or ii) \$13 per hour;
- You are employed by the Company or an Affiliate in Massachusetts unless you: i) are an exempt employee under the Fair Labor Standards Act; and ii) the Company or an Affiliate pays you Pay for Leave during the Specified Duration, not including any increase in the Specified Duration due to your breach of a fiduciary duty or misappropriation of the Company or an Affiliate's property; and
- You are employed by the Company or an Affiliate in a position below the Director-level and have not been employed in the year preceding the termination of employment in a position where you interact, communicate, or have contact, with Clients.

You acknowledge and agree that the restriction set forth in Section 14.3 of this Agreement prohibits you from doing business with a Client or Potential Client for the Specified Period even if the Client or Potential Client approaches you first and attempts to initiate business with you.

15. Trade Secrets and Confidential and Proprietary Information. You covenant and agree:

- to protect and preserve the confidentiality of the Company's and its Affiliates' Trade Secrets and Confidential and Proprietary Information, as well as Third-Party Information; and
- the parties' rights and obligations with respect to this subject matter are set forth more fully in **Attachment B**, you agree you have read, understand, and agree to **Attachment B**.

16. Acknowledgments. You understand and agree:

- that the restrictive covenants contained in this Agreement are justified by legitimate and protectable business interests, including protecting the Company and its Affiliates': i) investments in, and relationships with 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 the Company's and its Affiliates' legitimate business interests;
- the Company's and its Affiliates' Trade Secrets and Confidential and Proprietary Information are special and unique assets, to which you have or will have access, and need to be protected from improper disclosure and unauthorized use to prevent damage to the Company and one or more of its Affiliates;
- the Company's and its Affiliates' business are not geographically restricted, are often unrelated to the physical location of the facilities or locations of the Company or its Affiliates, its Clients, or Competing Businesses, and the sale of the Company and its Affiliates' 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;

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- if employment is terminated for any reason, you will be able to earn a livelihood without violating the post-employment restrictive covenants in this Agreement;
- your ability to earn a livelihood without violating the restrictions is a material condition to entering this Agreement and employing you; and
- a breach of any of the obligations set forth in Sections 14 or 15 will result in irreparable damage and continuing injury to the Company or one or more Affiliates. Therefore, in the event of any breach or threatened breach of such covenants, the Company and Affiliates shall be entitled to an injunction from a court of competent jurisdiction enjoining you from committing any violation of those covenants, and you hereby consent to the issuance of such an injunction. You further agree that the Company and its Affiliates shall not be required to post a bond to obtain such an injunction. All remedies available to the Company and its Affiliates by reason of your breach of this Agreement are cumulative, none is exclusive, and all remedies may be exercised concurrently or consecutively at the Company's or Affiliates' option. Further, in the event of you breach or violate of any of the provisions of this Agreement, the term thereof, as the case may be, shall be tolled until such breach or violation has been fully cured.

17. Securities Law Compliance. You agree that you will in no event sell or distribute all or any part of the Shares unless (a) there is an effective registration statement under the Securities Act and applicable state securities laws covering any such transaction involving the Shares or (b) the Company receives an opinion of your legal counsel (concurring in by legal counsel for the Company) stating that such transaction is exempt from registration or the Company otherwise satisfies itself that such transaction is exempt from registration. You understand that the Company has no obligation to you to maintain any registration of the Shares with the Securities and Exchange Commission and has not represented to you that it will so maintain registration of the Shares. You confirm that you have been advised, prior to your receipt of the Shares, that neither the offering of the Shares nor any offering materials have been reviewed by any administrator under the Securities Act or any other applicable securities act (the "Acts") and that the Shares cannot be resold unless they are registered under the Acts or unless an exemption from such registration is available.

18. Arbitration Agreement. You and the Company including its Affiliates agree that (a) you may only be eligible for the Award under this Agreement provided that you agree and abide by the terms of the Mutual Binding Arbitration Agreement attached hereto as **Attachment C**; (b) any Claims (as defined in **Attachment C**) you have or may have against the Company and its Affiliates, or that the Company and its Affiliates have or may have against you, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act; (c) the obligation to arbitrate is a waiver of any right to a trial by jury; and (d) the obligation to arbitrate includes a class and collective action waiver, meaning the claims must proceed on an individual basis.

19. General Provisions.

- a. **Assignment.** The Company may assign its forfeiture rights at any time, whether or not such rights are then exercisable, to any person or entity selected by the Board.
- b. **No Waiver.** No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.
- c. **Successors and Assigns.** The provisions of this Agreement will inure to the benefit of, and be binding on, the Company and its successors and assigns and you and your legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person will have become a party to this Agreement and agreed in writing to join herein and be bound by the terms and conditions hereof.
- d. **Undertaking.** You hereby agree to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order

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to carry out or effect one or more of the obligations or restrictions imposed on either you or the RSUs pursuant to the express provisions of this Agreement.

- e. **Agreement Is Entire Contract.** This Agreement, including **Attachments A, B, and C**, and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter hereof. This Agreement is made pursuant to the provisions of the Plan and will in all respects be construed in conformity with the express terms and provisions of the Plan.
- f. **Severability.** If any provision of this Agreement is determined to be invalid, unenforceable or illegal, the validity or enforceability of the other provisions shall not be affected. In addition, if any one or more provisions contained in this Agreement shall be held to be excessively broad as to duration, geographical scope, activity, subject, or otherwise, it shall be construed by limiting or reducing it, so as to be enforceable with applicable law.

20. Acceptance of Terms and Conditions. By accepting the Award and the Shares, you agree to be bound by the terms and conditions in this Agreement, the Plan and any and all rules and regulations established by the Company in connection with awards issued under the Plan.

Insight Enterprises, Inc., a Delaware corporation



Name: Kenneth T. Lamneck
Title: Chief Executive Officer

I have agreed to this Agreement electronically and to execute this document by electronic signature.

Employee's Printed Name

Signature

Date

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**ATTACHMENT A
RESTRICTIVE COVENANTS**

You, the Company, and its Affiliates agree the following definitions and other terms apply to Section 14 of the Agreement and other portions of the Agreement including its attachments where the phrases are used:

- 1. Competing Business.** Competing Business means any information technology reseller, provider, or seller of information technology services, or any entity or person that is engaged in or is preparing to engage in any business which involves the sale, lease, license, or provision of computer hardware, software, peripheral, or other information technology products or services that the Company or one or more of its Affiliates markets, sells, leases, licenses, or makes available to companies, businesses, non-profit organizations, governmental agencies or entities, educational institutions, or school districts.
- 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 you provided or performed for the Company or one or more of its Affiliates 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 the Company or one or more of its Affiliates within the last two (2) years of your employment with the Company or an Affiliate; and ii) with which or whom you had contact or communicated about the Company's or its Affiliates' products or services, on whose account you worked, or about which or whom you have 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 you, within the last six (6) months of your employment with the Company or an Affiliate, has knowledge of: i) of the Company or an Affiliate's efforts or communications to offer or to attempt to sell, lease, license, or provide the individual or entity products or services through the Company or an Affiliate; 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 you could Engage in a Competing Business in the United States and includes each state where the Company or Affiliate for which you work or worked has Clients or employees, including, but not limited to, the states in which the Company's or the applicable Affiliate's Clients are located and in which you provided services, sold or leased goods or services, or otherwise performed work during the 12-month period preceding the termination of your employment. 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 you worked for Insight, as well as Arizona, Florida, Illinois, Massachusetts, Minnesota, Ohio, Texas, and Washington.
- 6. Solicit.** Solicit means any effort or attempt by you, 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 the Company or its Affiliates; or ii) in any way reducing the amount of business such Client or Potential Clients transacts or would transact with the Company or one or more of its Affiliates; or

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- an employee of the Company or an Affiliate with whom you, in the preceding twelve (12) months, worked or who worked out of the same physical location as you 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 the Company or an Affiliate to join a Competing Business; or iii) otherwise interfering with the individual's employment relationship with the Company or an Affiliate.

7. Specified Duration. For the non-competition covenant in the Section 14.2 of this Agreement, Specified Duration means the period of time listed below that corresponds to or most closely approximates the job title (as identified in the Company's or its Affiliates' records) or job description held by you at the time of the breach of the restrictive covenant described in this Agreement or the time of the termination of your employment, whichever provides the longer duration.

- **Senior Vice President.** The Specified Duration is a period of fifteen (15) months following the termination of your employment, or, if the period of fifteen months (15) is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad or you are employed by the Company or an Affiliate in Massachusetts at the time of termination, then a period of twelve (12) months following the termination of your employment.
- **Vice President.** The Specified Duration is a period of twelve (12) months following the termination of your employment, or, if the period of twelve (12) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of nine (9) months following the termination of your employment.
- **Director.** The Specified Duration is a period of nine (9) months following the termination of your employment, or, if the period of nine (9) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of six (6) months following the termination of your employment.
- **Positions Below the Director Level and that Interact with Clients.** The Specified Duration is a period of six (6) months following the termination of your employment, or, if the period of six (6) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of four (4) months following the termination of your employment. Notwithstanding the foregoing sentence, if your job title or description corresponds to the heading of this bullet point, you are projected to earn less than \$100,000 in total cash compensation for the calendar year in which your termination of employment occurs, and you actually earned less than \$100,000 in total cash compensation for the calendar year preceding the year in which your termination of employment occurs, then the Specified Duration is a period of three (3) months following the termination of your employment, or, if the period of three (3) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of two (2) months following the termination of your employment. If the you worked for the Company or an Affiliate in Massachusetts at the time of termination, the Specified Duration shall be increased by a period of twelve (12) months if you breached a fiduciary duty to the Company or an Affiliate or took or misappropriated, physically or electronically, the Company or an Affiliate's property, including but not limited to, Trade Secrets, Confidential and Proprietary Information, and/or Third-Party Information.

8. Specified Period. For the non-solicitations covenants in Paragraph 14.3 and 14.4 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 the Company's or its Affiliates' records) or job description held by you at the time of the breach of the restrictive covenant described in the Agreement or the time of the termination of your employment, whichever provides the longer duration.

- **Senior Vice President.** The Specified Period is a period of eighteen (18) months following the termination of your employment, or if the period of eighteen (18) months

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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 your employment.

- **Vice President.** The Specified Period is a period of fifteen (15) months following the termination of your 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 your employment.
- **Director or Positions Below the Director Level and that Interact with Clients.** The Specified Period is a period of twelve (12) months following the termination of your employment or, if the period of twelve (12) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of nine (9) months following the termination of your employment.
- **Positions Below the Director Level and That Do Not Interact with Clients.** The Specified Period is a period of nine (9) months following the termination of your employment or, if the period of nine (9) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of six (6) months following the termination of your employment.

9. Pay for Leave. If you are employed by the Company or an Affiliate in Massachusetts at the time employment terminates, the following definitions of Pay for Leave apply. If you are not employed in Massachusetts at the time employment terminates, this provision and definition has no application to you.

1.1 Except as set forth in Paragraph 9.2 below, Pay for Leave means fifty percent (50%) of your highest annualized base salary in the two-year period preceding the date of your termination.

1.2 If you are terminated without cause, as defined in the Company's then-applicable Severance Plan, and you elect to receive severance benefits under the Severance Plan, Pay for Leave shall mean the greater of: i) fifty percent (50%) of your highest annualized base salary in the two-year period preceding the date of your termination; or ii) the severance pay under the Severance Plan. You will also receive any other severance benefits, e.g. outplacement assistance or additional pay for health insurance, provided under the Severance Plan.

Pay for Leave shall be paid in accordance with the Company or applicable Affiliate's regular payroll practices but only so long as you comply with Section 7.2 of the Agreement. The payments, from which all required and authorized withholdings and deductions shall be made, will be executed by direct deposit based on the account information that you have on file with the Company or its Affiliate. If you have not elected for direct deposit, the Company or applicable Affiliate will provide you an ADP ALINE card for the payments.

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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) the Company or one of its Affiliates 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 clients, customers, and prospective clients and customers of the Company or one or more Affiliates;
- non-public lists of clients, customers, and prospective clients and customers of the Company or one or more Affiliates, 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 the Company or one or more Affiliates 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 of the Company or one or more Affiliates and the Company's and Affiliates' pricing, costs, discounts, margins, and profits for products and services less than three years old;
- all information of any kind related to the business of a client, customer, or prospective client or customer of the Company or one or more Affiliates obtained by an employee of the Company or an Affiliate in the last three years and that has not been publicly disclosed by such person or entity;
- software developed by of the Company or one or more Affiliates;
- the Company's or one or more Affiliate's non-public strategic business and marketing initiatives, significant corporate events, projects, processes, or unique know-how;
- the Company's or one or more Affiliate's sales, business and marketing plans and forecasts less than three years old;
- the Company or one or more Affiliate's sales data and results before being reported and disclosed publicly;
- technical designs, drawings, schematics, and matters created or developed by the Company, an Affiliate, or a contracted vendor or partner of the Company or an Affiliate;
- the Company's or one or more Affiliate's non-public planned product and services offerings; and
- the Company's or one or more Affiliate's non-public financial and accounting information less than three years old.

1.2 Confidential and Proprietary Information. Confidential and Proprietary Information means information that is a valuable, special, and unique asset of the Company or one or more Affiliates. 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., pricing information or marketing plans that are more than three years old;
- The Company's or one or more Affiliate's policy and systems manuals that are less than five years old, but not including readily available information provided to current or former employees such as employee handbooks, policies, and benefit plans;

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- the Company's or one or more Affiliate's non-public benefits and compensation plans and strategies for supervisory employees that are less than three years old;
- the Company or one or more Affiliate's employee recruiting plans and strategies less than three years old;
- legal files of or related to the Company or one or more Affiliates;
- the Company's or one or more Affiliate's non-public funding, credit, investment, and lending policies, arrangements, or sources that are open or, if not open, less than three years old;
- the Company's or one or more Affiliate's advertising and promotional ideas and strategies less than three years old;
- the Company's or one or more Affiliate's market surveys and/or analyses that are less than three years old; and
- other confidential information and records owned by or related to the Company or one or more Affiliates.

1.3 **Third-Party Information.** Third-Party Information means trade secrets and confidential and proprietary information of or concerning the Company's and one or more Affiliate'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 the Company or an Affiliate, you covenant and agree 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 you to perform services for the benefit of the Company or an Affiliate, you further covenant and agree that you 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 the Company or an Affiliate who, in the reasonable exercise of your judgment, needs to know such Trade Secrets, Confidential and Proprietary Information, or Third-Party Information to perform his or her duties; or
- a vendor, supplier, or strategic partner of the Company or an Affiliate as long as you: i) receive approval from your immediate supervisor before each disclosure; ii) ensure that each vendor, supplier, or strategic partner is bound by a non-disclosure agreement with the Company or the appropriate Affiliate; and iii) ensure that there is no agreement between the Company or appropriate Affiliate and the affected Client that would prohibit the sharing of that particular information with the vendor, supplier, or strategic partner.

The foregoing obligation means, among other things, that you may not use or disclose any Company's Trade Secrets or Confidential and Proprietary Information, whether directly or indirectly, on behalf of yourself or others, to attempt to call on, solicit or obtain business from any actual or prospective Client, customer, or business partner of the Company or one or more of its Affiliates, other than for authorized business activities. This prohibition applies during and after your employment, so long as the information remains a Trade Secret or Confidential and Proprietary Information.

If you learn of a subpoena or effort to obtain a court or arbitrator order affecting such information, you covenant and agree to provide immediate written notice of such effort or planned disclosure to the General Counsel of the Company to allow the Company or one or more Affiliates to contest disclosure. You further covenant and agree not to disclose such information until the Company or its Affiliate'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 five (5) years after your termination from employment, or if the period

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of five (5) years is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then three (3) years after your 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 You understand and acknowledge that you are 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 you file a lawsuit alleging retaliation by the Company or an Affiliate for reporting a suspected violation of law, you may disclose Trade Secrets related to the suspected violation of law or alleged retaliation to your attorney and use those Trade Secrets in the proceeding if you or your attorney: i) files any document containing Trade Secrets under seal; and ii) does not disclose the Trade Secrets, except pursuant to court order. The Company and its Affiliates provide this notice in compliance with the Defend Trade Secrets Act of 2016 and to avail itself of the full remedies in that act.

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ATTACHMENT C
MUTUAL BINDING ARBITRATION AGREEMENT

- 1. Claims.** Except as provided in Paragraph 2 below, you and the Company and its Affiliates agree:
 - a.** to use binding arbitration to resolve any claim, dispute, or controversy that arises out of, relates to, or has any connection with this Agreement or your employment agreement, employment, application for employment, termination of employment, or other association with the Company or one or more of its Affiliates ("Claims"); and
 - b.** this arbitration agreement applies to Claims: (i) based on or arising under federal, state, or local laws including but not limited to Claims under or pursuant to constitutions, statutes, regulations, ordinances, executive orders, or the common law; (ii) based on or arising under contracts and covenants (express or implied), torts, or restitution; (iii) that you asserts against the Company and its Affiliates and their respective predecessors, successors, and assigns, as well as their respective owners, officers, directors, employees, and agents; and (iv) that the Company or one or more of its Affiliates, or their predecessors, successors, or assigns assert against you.

- 2. Excluded Claims.** This arbitration agreement does not apply to or prevent:
 - a.** claims for worker's compensation benefits, state disability insurance, or unemployment insurance benefits; however, Claims asserting retaliation related to such benefits are covered Claims under Paragraph 1;
 - b.** claims for benefits under any employee benefit plan covered by the Employee Retirement Income Security Act;
 - c.** claims that applicable law expressly prohibits from being covered by an arbitration agreement;
 - d.** you from making a report to, filing a charge, or participating in an investigation with a federal, state, or local government agency, but after exhaustion of any such administrative procedures, any Claim asserted by you shall be resolved exclusively pursuant to the terms of this arbitration agreement; or
 - e.** either party from seeking from a court of competent jurisdiction provisional or preliminary injunctive relief regarding Claims arising under or related to any employment, invention assignment or proprietary rights, trade secrets or confidential and proprietary information or restrictive covenant agreements; provided, however, regardless of whether such temporary relief is granted, the underlying merits of the Claims must still be resolved through the arbitration procedures contained in this Attachment.

- 3. Class Action Waiver.** You, the Company, and its Affiliates agree to pursue all Claims in arbitration on an individual basis only and not as part of a class or collective action. You, the Company, and its Affiliate waive any right for a Claim to be brought, heard, or decided as a class or collective action, and the arbitrator has no power or authority, without the express written consent of you, the Company, and, as may be applicable, any Affiliates to consolidate the Claims of other current or former employees or to otherwise preside over or hear a class, collective, or representative action.

- 4. Arbitration Procedures.**
 - a. Timeliness.** The party asserting a claim must make an arbitration demand in writing upon the other party within the legally applicable limitations period for filing the same claim in court. If the timely exhaustion of administrative remedies is a condition to filing a lawsuit in court, then it is also a condition to pursuing such a claim in arbitration. The arbitrator will decide all issues of timeliness.

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- b. Arbitration Forum; Arbitrator Selection.** The arbitration shall be conducted before a single, neutral arbitrator pursuant to the Employment Arbitration Rules of the AAA or similar procedures for JAMS if you work or worked for the Company or an Affiliate in California. The current AAA rules may be found at www.adr.org/employment and the current JAMS employment arbitration rules may be found at www.jamsadr.com/rules-employment or either can be provided upon request to the Human Resources Department. You, the Company, and any involved Affiliate shall participate equally in the selection of the arbitrator. If agreement cannot be reached on an arbitrator, AAA or JAMS will be contacted for the purpose of securing an arbitrator. The arbitrator selected shall be a retired judge or an attorney with experience in the subject matter of the dispute. The arbitration will be held in the state where the you work or worked most recently for the Company or an Affiliate or as otherwise mutually agreed by the Company, any involved Affiliate and you.
- c. Costs.** The Company or one of its Affiliates will initially be responsible for the administrative costs of the arbitration, including the arbitrator's fees, subject to: (i) if you are asserting a Claim, a one-time payment by you toward those costs not to exceed the then-applicable filing fee in a court of competent jurisdiction where the arbitration is held; and (ii) any subsequent award of costs by the arbitrator in accordance with applicable law. Each party will be responsible for its own attorneys' fees and costs incurred in connection with the arbitration, if any, subject to any subsequent award by the arbitrator in accordance with applicable law.
- d. Discovery; Motions; and Determination.** The arbitrator shall have the authority to order such reasonable discovery to permit a full and fair exploration of the issues in dispute, consistent with the expedited and efficient nature of arbitration. The arbitrator may also allow for the hearing of any motions, including dispositive motions. Resolution of the dispute shall be based solely upon the law governing the Claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator may award any relief that would be legally available in a court of law. Awards shall include the arbitrator's written reasoned opinion. The decision of the arbitrator shall be final and binding, subject to review only under the circumstances set forth in the Federal Arbitration Act. A court of competent jurisdiction may enter judgment upon the decision of the arbitrator.

5. Waiver of Right to Trial by Jury. YOU, THE COMPANY, AND ITS AFFILIATES UNDERSTAND THAT, BY ENTERING INTO THE AGREEMENT, EACH GIVES UP HIS, HER, OR ITS RIGHTS TO BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN COURT AND TO HAVE A TRIAL BY JURY OF THOSE CLAIMS.

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RESTRICTED STOCK UNIT AWARD AGREEMENT

This Restricted Stock Unit Award Agreement (this "Agreement") is made and entered into effective as of the date listed below in Section 1 (the "Grant Date"), by and between Insight Enterprises, Inc. (the "Company") and the individual whose name is listed below in Section 2 ("Employee" or "you").

The terms and conditions of this Restricted Stock Unit Award (the "Award") are as set forth in this Agreement and in the Insight Enterprises, Inc. 2020 Omnibus Plan (the "Plan"). The Award is made under and is limited by and subject to the express terms and conditions of the Plan. **You agree and acknowledge that you would not be eligible for the Award but for your agreement to abide by and execute this Agreement, including the Restrictive Covenants set forth in Section 14 and as more fully described in Attachment A, the Trade Secret and Confidential Information covenants in Section 15 and as more fully described in Attachment B, and the Mutual Binding Arbitration Agreement set forth in Section 18 and is more fully described in Attachment C. You agree that Attachments A, B, and C are integral parts of this Agreement and are incorporated by reference into this Agreement.** You agree and acknowledge the Award constitutes good and sufficient consideration for the terms of this Agreement. In the event of any inconsistency between the terms of this Agreement and the Plan, the terms of the Plan will govern. Capitalized terms that are not defined in this Agreement but defined in the Plan have the meanings given to them in the Plan.

The Company has granted you restricted stock units ("RSUs") based on your outstanding individual contributions, as set out in the table below and in **Attachment D**. The Award is a contingent right to receive the RSUs on the condition that you continuously remain an employee of the Company or one of its Related Companies until the Restricted Stock Unit Award Issue Date and the subsequent vesting dates and based on the Company's achievement of the level of Return on Invested Capital for the fiscal year ending December 31, 2021, on a consolidated non-GAAP basis as set forth on **Attachment D**.

The Company has granted you restricted stock units ("RSUs"), as follows:

- 1. Grant Date:** **INSERT**
- 2. Employee Name:** **INSERT**
- 3. Employee ID:** **INSERT**
- 4. Grant Number:** **INSERT**
- 5. # of RSUs Awarded:** **INSERT**
- 6. Vesting Schedule:** The RSUs will vest according to the table below on the condition that you continuously remain an employee of the Company or one of its Related Companies until each applicable date:

Units	Vest Date
INSERT	INSERT
INSERT	INSERT
INSERT	INSERT

7. Vesting.

- a. One share of \$0.01 par value common stock of the Company will be issuable for each RSU that vests (the "Shares"), subject to the terms and conditions of this Agreement and the Plan. Upon vesting, and subject to Section 8 of this Agreement, the Company will settle the

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vested RSUs by issuing the Shares to you as soon as administratively practicable after the date of vesting but in no event later than March 15 of the following calendar year.

- b. If during the vesting period you take a leave of absence from the Company or a Related Company that your employer has approved in writing in accordance with that employer's policy for leaves of absence, the RSUs will continue to vest in accordance with the vesting schedule set forth above. If some or all of the RSUs vest while you are on such an approved leave of absence, you will be entitled to the Shares even if you have not returned to active employment.
- c. Unless the Committee determines otherwise prior to your Termination of Service, upon your Termination of Service for reasons other than death any portion of the Award that has not vested in accordance with the vesting schedule set forth above will immediately terminate, all unvested RSUs shall immediately be forfeited without payment of any further consideration to you, and you will not be entitled to receive the Shares underlying RSUs not yet vested in accordance with the vesting schedule set forth above. Upon your Termination of Service by reason of death, any portion of your RSUs remaining unvested will automatically vest in full effective immediately prior to such Termination of Service.
- d. RSUs shall not be sold, transferred, assigned, encumbered, pledged or otherwise disposed of, whether voluntarily or by operation of law.

8. Withholding Taxes. The Company shall have the power to withhold, or to require you to remit to the Company or to any Related Company, as applicable, up to the maximum amount necessary to satisfy federal, state, local and foreign withholding tax requirements in the applicable jurisdiction on any Award. The Company shall have discretion to determine the withholding amount, or the Company may (but is not required to) permit you to elect the withholding amount, within permissible limits as it deems appropriate, but in no event will such withholding amount be less than the minimum or more than the maximum amount necessary to satisfy federal, state, local or foreign tax withholding requirements in the applicable jurisdiction on any Award. To the extent that alternative methods of withholding are available under applicable tax laws, the Company shall have the power to choose among such methods. The Committee may permit you to satisfy all or part of your tax withholding obligations by (a) paying cash to the Company or to any Related Company, as applicable, (b) having the Company withhold an amount from any cash amounts otherwise due or to become due from the Company to you, (c) having the Company withhold a number of shares of Common Stock that would otherwise be issued to you having a fair market value equal to the applicable withholding amount, or (d) surrendering a number of shares of Common Stock you already own having a value equal to the applicable withholding amount. The Company shall not be required to issue any shares of Common Stock or otherwise settle an Award until the withholding obligations described by this Section 8 are satisfied.

9. Voting and Other Rights.

- a. You will not have the right to vote the Shares underlying RSUs at meetings of the Company's stockholders until those RSUs have become vested Shares issued pursuant to this Agreement.
- b. The Award does not confer upon you any right to continue in the employ of the Company or a Related Company or to interfere with the right of the Company or a Related Company to terminate your employment or services at any time for any reason, with or without Cause.

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- c. The Award is a one-time, discretionary award made by the Company, and the Company has no obligation to make a like award or any other award in any future period, and no such obligation will arise by reason of your availing yourself of the benefits of the Shares issued under the Award. Future awards, if any, will be at the sole discretion of the Company. You acknowledge and agree that the Plan is discretionary in nature and limited in duration and that the Company, in its sole discretion, may amend, cancel or terminate the Plan at any time subject to the terms of the Plan.

10. Notices. Any written notice under the Award will be deemed given on the date that is three business days after it is sent by registered or certified mail, postage prepaid, addressed to you at the address on file with the Company for you or to the Company at Insight Enterprises, Inc., 6820 South Harl Avenue, Tempe, Arizona 85283, Attention: HR Carver – Stock Administration. Any notice may be sent using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice will be deemed to have been duly given unless and until it is actually received by the intended recipient. You and the Company may change the address to which notices are to be delivered by giving the other party notice in the manner set forth in this Agreement.

11. Plan Documents. All Plan documents, including the Plan Summary, can be found under “Company Library” on your E*TRADE Account. You may also request copies of these documents in writing by contacting the Company at Insight Enterprises, Inc., 6820 South Harl Avenue, Tempe, Arizona 85283, Attention: HR Carver – Stock Administration.

12. Consent to Transfer Personal Data. By accepting the Award, you voluntarily acknowledge and consent to the collection, use, processing and transfer of personal data as described in this Section 12. You are not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect your ability to participate in the Plan. The Company and its Related Companies hold certain personal information about you, that may include your name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any shares of stock held in the Company, or details of any entitlement to shares of stock awarded, canceled, purchased, vested, or unvested, for the purpose of implementing, managing and administering the Plan (“Data”). The Company and/or its Related Companies will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan, and the Company and/or any of its Related Companies may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located throughout the world, including the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on your behalf by a broker or other third party with whom you may elect to deposit any shares of stock acquired pursuant to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing consent may affect your ability to participate in the Plan.

13. Independent Tax Advice. You acknowledge that determining the actual tax consequences to you of receiving or disposing of the RSUs and Shares may be complicated. These tax consequences will depend, in part, on your specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. You are aware that you should consult a competent and independent tax advisor for a full understanding of the specific tax consequences to you of receiving the RSUs and receiving or disposing of the Shares. Prior to executing this Agreement, you either have consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the receipt of the RSUs and the receipt or disposition of the Shares in light of your specific situation or you have had the opportunity to consult with such a tax advisor but chose not to do so.

14. Restrictive Covenants. You covenant and agree that, without the prior written consent of the Company, you will not, directly or indirectly:

- 14.1 Engage in a Competing Business while employed by the Company or one of its subsidiary or affiliated companies (individually “an Affiliate” or collectively “Affiliates”);

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14.2 Engage in a Competing Business in the Restricted Territory for the Specified Duration after your employment with the Company or an Affiliate terminates;

14.3 Solicit or accept business from any Client or Potential Client for any transaction other than for the benefit of the Company and its Affiliates while the Company or an Affiliate employs you or for the Specified Period; and

14.4 Solicit an employee of Company or an Affiliate to end or terminate employment with the Company or an Affiliate or hire any such individual while the Company or an Affiliate employs you or for the Specified Period.

You further covenant and agree: i) the foregoing obligations are set forth more fully in **Attachment A**, which defines the applicable scope, geographic, and temporal limitations of these covenants; and ii) you have read, understand, and agree to **Attachment A**.

If you are employed by the Company or an Affiliate in California, the terms and conditions set forth in Sections 14.2, 14.3, and 14.4 above do not apply to you.

Section 14.2 does not apply to you if, at the time of termination of employment:

- You are employed by the Company or an Affiliate in the state of Washington and either: i) you are projected to make less than \$100,000 per year on an annualized basis; or ii) your employment is terminated as a result of a layoff and the sum of the severance, if any, you receive for the Specified Duration and your compensation, if any, for subsequent employment for the Specified Duration is less than your base salary at the time of termination;
- You are employed by the Company or an Affiliate in Illinois and makes less than the greater of: i) the hourly rate equal to the minimum wage required by the applicable federal, state, or local minimum wage law; or ii) \$13 per hour;
- You are employed by the Company or an Affiliate in Massachusetts unless you: i) are an exempt employee under the Fair Labor Standards Act; and ii) the Company or an Affiliate pays you Pay for Leave during the Specified Duration, not including any increase in the Specified Duration due to your breach of a fiduciary duty or misappropriation of the Company or an Affiliate's property; and
- You are employed by the Company or an Affiliate in a position below the Director-level and have not been employed in the year preceding the termination of employment in a position where you interact, communicate, or have contact, with Clients.

You acknowledge and agree that the restriction set forth in Section 14.3 of this Agreement prohibits you from doing business with a Client or Potential Client for the Specified Period even if the Client or Potential Client approaches you first and attempts to initiate business with you.

15. Trade Secrets and Confidential and Proprietary Information. You covenant and agree:

- to protect and preserve the confidentiality of the Company's and its Affiliates' Trade Secrets and Confidential and Proprietary Information, as well as Third-Party Information; and
- the parties' rights and obligations with respect to this subject matter are set forth more fully in **Attachment B**, you agree you have read, understand, and agree to **Attachment B**.

16. Acknowledgments. You understand and agree:

- that the restrictive covenants contained in this Agreement are justified by legitimate and protectable business interests, including protecting the Company and its Affiliates': i) investments in, and relationships with 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 the Company's and its Affiliates' legitimate business interests;

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- the Company's and its Affiliates' Trade Secrets and Confidential and Proprietary Information are special and unique assets, to which you have or will have access, and need to be protected from improper disclosure and unauthorized use to prevent damage to the Company and one or more of its Affiliates;
- the Company's and its Affiliates' business are not geographically restricted, are often unrelated to the physical location of the facilities or locations of the Company or its Affiliates, its Clients, or Competing Businesses, and the sale of the Company and its Affiliates' 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, you will be able to earn a livelihood without violating the post-employment restrictive covenants in this Agreement;
- your ability to earn a livelihood without violating the restrictions is a material condition to entering this Agreement and employing you; and
- a breach of any of the obligations set forth in Sections 14 or 15 will result in irreparable damage and continuing injury to the Company or one or more Affiliates. Therefore, in the event of any breach or threatened breach of such covenants, the Company and Affiliates shall be entitled to an injunction from a court of competent jurisdiction enjoining you from committing any violation of those covenants, and you hereby consent to the issuance of such an injunction. You further agree that the Company and its Affiliates shall not be required to post a bond to obtain such an injunction. All remedies available to the Company and its Affiliates by reason of your breach of this Agreement are cumulative, none is exclusive, and all remedies may be exercised concurrently or consecutively at the Company's or Affiliates' option. Further, if you breach or violate of any of the provisions of this Agreement, the term thereof, as the case may be, shall be tolled until such breach or violation has been fully cured.

17. Securities Law Compliance. You agree that you will in no event sell or distribute all or any part of the Shares unless (a) there is an effective registration statement under the Securities Act and applicable state securities laws covering any such transaction involving the Shares or (b) the Company receives an opinion of your legal counsel (concurring in by legal counsel for the Company) stating that such transaction is exempt from registration or the Company otherwise satisfies itself that such transaction is exempt from registration. You understand that the Company has no obligation to you to maintain any registration of the Shares with the Securities and Exchange Commission and has not represented to you that it will so maintain registration of the Shares. You confirm that you have been advised, prior to your receipt of the Shares, that neither the offering of the Shares nor any offering materials have been reviewed by any administrator under the Securities Act or any other applicable securities act (the "Acts") and that the Shares cannot be resold unless they are registered under the Acts or unless an exemption from such registration is available.

18. Arbitration Agreement. You and the Company including its Affiliates agree that (a) you may only be eligible for the Award under this Agreement provided that you agree and abide by the terms of the Mutual Binding Arbitration Agreement attached hereto as **Attachment C**; (b) any Claims (as defined in **Attachment C**) you have or may have against the Company and its Affiliates, or that the Company and its Affiliates have or may have against you, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act; (c) the obligation to arbitrate is a waiver of any right to a trial by jury; and (d) the obligation to arbitrate includes a class and collective action waiver, meaning the claims must proceed on an individual basis.

19. General Provisions.

- a. **Assignment.** The Company may assign its forfeiture rights at any time, whether or not such rights are then exercisable, to any person or entity selected by the Board.

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- b. **No Waiver.** No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.
- c. **Successors and Assigns.** The provisions of this Agreement will inure to the benefit of, and be binding on, the Company and its successors and assigns and you and your legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person will have become a party to this Agreement and agreed in writing to join herein and be bound by the terms and conditions hereof.
- d. **Undertaking.** You hereby agree to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either you or the RSUs pursuant to the express provisions of this Agreement.
- e. **Agreement Is Entire Contract.** This Agreement, including **Attachments A, B, and C**, and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter hereof. This Agreement is made pursuant to the provisions of the Plan and will in all respects be construed in conformity with the express terms and provisions of the Plan.
- f. **Severability.** If any provision of this Agreement is determined to be invalid, unenforceable or illegal, the validity or enforceability of the other provisions shall not be affected. In addition, if any one or more provisions contained in this Agreement shall be held to be excessively broad as to duration, geographical scope, activity, subject, or otherwise, it shall be construed by limiting or reducing it, so as to be enforceable with applicable law.

20. Acceptance of Terms and Conditions. By accepting the Award and the Shares, you agree to be bound by the terms and conditions in this Agreement, the Plan and any and all rules and regulations established by the Company in connection with awards issued under the Plan.

Insight Enterprises, Inc., a Delaware corporation

Name: Joyce A. Mullen
Title: Chief Executive Officer

INSERT NAME OF EMPLOYEE

 Date

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ATTACHMENT A
RESTRICTIVE COVENANTS

You, the Company, and its Affiliates agree the following definitions and other terms apply to Section 14 of the Agreement and other portions of the Agreement including its attachments where the phrases are used:

- 1. Competing Business.** Competing Business means any information technology reseller, provider, or seller of information technology services, or any entity or person that is engaged in or is preparing to engage in any business which involves the sale, lease, license, or provision of computer hardware, software, peripheral, or other information technology products or services that the Company or one or more of its Affiliates markets, sells, leases, licenses, or makes available to companies, businesses, non-profit organizations, governmental agencies or entities, educational institutions, or school districts.
- 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 you provided or performed for the Company or one or more of its Affiliates 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 the Company or one or more of its Affiliates within the last two (2) years of your employment with the Company or an Affiliate; and ii) with which or whom you had contact or communicated about the Company's or its Affiliates' products or services, on whose account you worked, or about which or whom you have 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 you, within the last six (6) months of your employment with the Company or an Affiliate, has knowledge of: i) the Company or an Affiliate's efforts or communications to offer or to attempt to sell, lease, license, or provide the individual or entity products or services through the Company or an Affiliate; 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 you could Engage in a Competing Business in the United States and includes each state where the Company or Affiliate for which you work or worked has Clients or employees, including, but not limited to, the states in which the Company's or the applicable Affiliate's Clients are located and in which you provided services, sold or leased goods or services, or otherwise performed work during the 12-month period preceding the termination of your employment. 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 you worked for Insight, as well as Arizona, Florida, Illinois, Massachusetts, Minnesota, Ohio, Texas, and Washington.
- 6. Solicit.** Solicit means any effort or attempt by you, 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 the Company or its Affiliates; or ii) in any way reducing the amount of business such Client or Potential Clients transacts or would transact with the Company or one or more of its Affiliates; or
 - an employee of the Company or an Affiliate with whom you, in the preceding twelve (12) months, worked or who worked out of the same physical location as you with the purpose,

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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 the Company or an Affiliate to join a Competing Business; or iii) otherwise interfering with the individual's employment relationship with the Company or an Affiliate.

7. Specified Duration. For the non-competition covenant in Section 14.2 of this Agreement, Specified Duration means the period of time listed below that corresponds to or most closely approximates the job title (as identified in the Company's or its Affiliates' records) or job description held by you at the time of the breach of the restrictive covenant described in this Agreement or the time of the termination of your employment, whichever provides the longer duration.

- **Senior Vice President.** The Specified Duration is a period of fifteen (15) months following the termination of your employment, or, if the period of fifteen months (15) is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad or you are employed by the Company or an Affiliate in Massachusetts at the time of termination, then a period of twelve (12) months following the termination of your employment.
- **Vice President.** The Specified Duration is a period of twelve (12) months following the termination of your employment, or, if the period of twelve (12) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of nine (9) months following the termination of your employment.
- **Director.** The Specified Duration is a period of nine (9) months following the termination of your employment, or, if the period of nine (9) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of six (6) months following the termination of your employment.
- **Positions Below the Director Level and that Interact with Clients.** The Specified Duration is a period of six (6) months following the termination of your employment, or, if the period of six (6) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of four (4) months following the termination of your employment. Notwithstanding the foregoing sentence, if your job title or description corresponds to the heading of this bullet point, you are projected to earn less than \$100,000 in total cash compensation for the calendar year in which your termination of employment occurs, and you actually earned less than \$100,000 in total cash compensation for the calendar year preceding the year in which your termination of employment occurs, then the Specified Duration is a period of three (3) months following the termination of your employment, or, if the period of three (3) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of two (2) months following the termination of your employment. If you worked for the Company or an Affiliate in Massachusetts at the time of termination, the Specified Duration shall be increased by a period of twelve (12) months if you breached a fiduciary duty to the Company or an Affiliate or took or misappropriated, physically or electronically, the Company or an Affiliate's property, including but not limited to, Trade Secrets, Confidential and Proprietary Information, and/or Third-Party Information.

8. Specified Period. For the non-solicitations covenants in Paragraph 14.3 and 14.4 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 the Company's or its Affiliates' records) or job description held by you at the time of the breach of the restrictive covenant described in the Agreement or the time of the termination of your employment, whichever provides the longer duration.

- **Senior Vice President.** The Specified Period is a period of eighteen (18) months following the termination of your employment, 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 fifteen (15) months following the termination of your employment.
- **Vice President.** The Specified Period is a period of fifteen (15) months following the termination of your employment or, if the period of fifteen (15) months is determined by a

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court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of twelve (12) months following the termination of your employment.

- **Director or Positions Below the Director Level and that Interact with Clients.** The Specified Period is a period of twelve (12) months following the termination of your employment or, if the period of twelve (12) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of nine (9) months following the termination of your employment.
- **Positions Below the Director Level and That Do Not Interact with Clients.** The Specified Period is a period of nine (9) months following the termination of your employment or, if the period of nine (9) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of six (6) months following the termination of your employment.

9. Pay for Leave. If you are employed by the Company or an Affiliate in Massachusetts at the time employment terminates, the following definitions of Pay for Leave apply. If you are not employed in Massachusetts at the time employment terminates, this provision and definition has no application to you.

1.1 Except as set forth in Paragraph 9.2 below, Pay for Leave means fifty percent (50%) of your highest annualized base salary in the two-year period preceding the date of your termination.

1.2 If you are terminated without cause, as defined in the Company's then-applicable Severance Plan, and you elect to receive severance benefits under the Severance Plan, Pay for Leave shall mean the greater of: i) fifty percent (50%) of your highest annualized base salary in the two-year period preceding the date of your termination; or ii) the severance pay under the Severance Plan. You will also receive any other severance benefits, e.g. outplacement assistance or additional pay for health insurance, provided under the Severance Plan.

Pay for Leave shall be paid in accordance with the Company or applicable Affiliate's regular payroll practices but only so long as you comply with Section 7.2 of the Agreement. The payments, from which all required and authorized withholdings and deductions shall be made, will be executed by direct deposit based on the account information that you have on file with the Company or its Affiliate. If you have not elected for direct deposit, the Company or applicable Affiliate will provide you an ADP ALINE card for the payments.

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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) the Company or one of its Affiliates 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 clients, customers, and prospective clients and customers of the Company or one or more Affiliates;
- non-public lists of clients, customers, and prospective clients and customers of the Company or one or more Affiliates, 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 the Company or one or more Affiliates 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 the Company or one or more Affiliates and the Company's and Affiliates' pricing, costs, discounts, margins, and profits for products and services less than three years old;
- all information of any kind related to the business of a client, customer, or prospective client or customer of the Company or one or more Affiliates obtained by an employee of the Company or an Affiliate in the last three years and that has not been publicly disclosed by such person or entity;
- software developed by the Company or one or more Affiliates;
- the Company's or one or more Affiliate's non-public strategic business and marketing initiatives, significant corporate events, projects, processes, or unique know-how;
- the Company's or one or more Affiliate's sales, business and marketing plans and forecasts less than three years old;
- the Company or one or more Affiliate's sales data and results before being reported and disclosed publicly;
- technical designs, drawings, schematics, and matters created or developed by the Company, an Affiliate, or a contracted vendor or partner of the Company or an Affiliate;
- the Company's or one or more Affiliate's non-public planned product and services offerings; and
- the Company's or one or more Affiliate's non-public financial and accounting information less than three years old.

1.2 Confidential and Proprietary Information. Confidential and Proprietary Information means information that is a valuable, special, and unique asset of the Company or one or more Affiliates. 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., pricing information or marketing plans that are more than three years old;
- The Company's or one or more Affiliate's policy and systems manuals that are less than five years old, but not including readily available information provided to current or former employees such as employee handbooks, policies, and benefit plans;
- the Company's or one or more Affiliate's non-public benefits and compensation plans and strategies for supervisory employees that are less than three years old;

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- the Company or one or more Affiliate’s employee recruiting plans and strategies less than three years old;
- legal files of or related to the Company or one or more Affiliates;
- the Company’s or one or more Affiliate’s non-public funding, credit, investment, and lending policies, arrangements, or sources that are open or, if not open, less than three years old;
- the Company’s or one or more Affiliate’s advertising and promotional ideas and strategies less than three years old;
- the Company’s or one or more Affiliate’s market surveys and/or analyses that are less than three years old; and
- other confidential information and records owned by or related to the Company or one or more Affiliates.

1.3 Third-Party Information. Third-Party Information means trade secrets and confidential and proprietary information of or concerning the Company’s and one or more Affiliate’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 the Company or an Affiliate, you covenant and agree 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 you to perform services for the benefit of the Company or an Affiliate, you further covenant and agree that you 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 the Company or an Affiliate who, in the reasonable exercise of your judgment, needs to know such Trade Secrets, Confidential and Proprietary Information, or Third-Party Information to perform his or her duties; or
- a vendor, supplier, or strategic partner of the Company or an Affiliate as long as you: i) receive approval from your immediate supervisor before each disclosure; ii) ensure that each vendor, supplier, or strategic partner is bound by a non-disclosure agreement with the Company or the appropriate Affiliate; and iii) ensure that there is no agreement between the Company or appropriate Affiliate and the affected Client that would prohibit the sharing of that particular information with the vendor, supplier, or strategic partner.

The foregoing obligation means, among other things, that you may not use or disclose any Company’s Trade Secrets or Confidential and Proprietary Information, whether directly or indirectly, on behalf of yourself or others, to attempt to call on, solicit or obtain business from any actual or prospective Client, customer, or business partner of the Company or one or more of its Affiliates, other than for authorized business activities. This prohibition applies during and after your employment, so long as the information remains a Trade Secret or Confidential and Proprietary Information.

If you learn of a subpoena or effort to obtain a court or arbitrator order affecting such information, you covenant and agree to provide immediate written notice of such effort or planned disclosure to the General Counsel of the Company to allow the Company or one or more Affiliates to contest disclosure. You further covenant and agree not to disclose such information until the Company or its Affiliate’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 five (5) years after your termination from employment, or if the period of five (5) years is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then three (3) years after your termination from employment.

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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 You understand and acknowledge that you are 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) are made in a complaint or other document filed in a court, administrative, or arbitral proceeding, if such filing is made under seal. If you file a lawsuit alleging retaliation by the Company or an Affiliate for reporting a suspected violation of law, you may disclose Trade Secrets related to the suspected violation of law or alleged retaliation to your attorney and use those Trade Secrets in the proceeding if you or your attorney: i) file any document containing Trade Secrets under seal; and ii) does not disclose the Trade Secrets, except pursuant to court order. The Company and its Affiliates provide this notice in compliance with the Defend Trade Secrets Act of 2016 and to avail itself of the full remedies in that act.

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ATTACHMENT C
MUTUAL BINDING ARBITRATION AGREEMENT

1. **Claims.** Except as provided in Paragraph 2 below, you and the Company and its Affiliates agree:
 - a. to use binding arbitration to resolve any claim, dispute, or controversy that arises out of, relates to, or has any connection with this Agreement or your employment agreement, employment, application for employment, termination of employment, or other association with the Company or one or more of its Affiliates ("Claims"); and
 - b. this arbitration agreement applies to Claims: (i) based on or arising under federal, state, or local laws including but not limited to Claims under or pursuant to constitutions, statutes, regulations, ordinances, executive orders, or the common law; (ii) based on or arising under contracts and covenants (express or implied), torts, or restitution; (iii) that you assert against the Company and its Affiliates and their respective predecessors, successors, and assigns, as well as their respective owners, officers, directors, employees, and agents; and (iv) that the Company or one or more of its Affiliates, or their predecessors, successors, or assigns assert against you.

2. **Excluded Claims.** This arbitration agreement does not apply to or prevent:
 - a. claims for worker's compensation benefits, state disability insurance, or unemployment insurance benefits; however, Claims asserting retaliation related to such benefits are covered Claims under Paragraph 1;
 - b. claims for benefits under any employee benefit plan covered by the Employee Retirement Income Security Act;
 - c. claims that applicable law expressly prohibits from being covered by an arbitration agreement;
 - d. you from making a report to, filing a charge, or participating in an investigation with a federal, state, or local government agency, but after exhaustion of any such administrative procedures, any Claim asserted by you shall be resolved exclusively pursuant to the terms of this arbitration agreement; or
 - e. either party from seeking from a court of competent jurisdiction provisional or preliminary injunctive relief regarding Claims arising under or related to any employment, invention assignment or proprietary rights, trade secrets or confidential and proprietary information or restrictive covenant agreements; provided, however, regardless of whether such temporary relief is granted, the underlying merits of the Claims must still be resolved through the arbitration procedures contained in this Attachment.

3. **Class Action Waiver.** You, the Company, and its Affiliates agree to pursue all Claims in arbitration on an individual basis only and not as part of a class or collective action. You, the Company, and its Affiliate waive any right for a Claim to be brought, heard, or decided as a class or collective action, and the arbitrator has no power or authority, without the express written consent of you, the Company, and, as may be applicable, any Affiliates to consolidate the Claims of other current or former employees or to otherwise preside over or hear a class, collective, or representative action.

4. **Arbitration Procedures.**
 - a. **Timeliness.** The party asserting a claim must make an arbitration demand in writing upon the other party within the legally applicable limitations period for filing the same claim in court. If the timely exhaustion of administrative remedies is a condition to filing a lawsuit in court, then it is also a condition to pursuing such a claim in arbitration. The arbitrator will decide all issues of timeliness.

LAST NAME, FIRST NAME 13
INSERT GRANT NUMBER
INSERT DATE

- b. Arbitration Forum; Arbitrator Selection.** The arbitration shall be conducted before a single, neutral arbitrator pursuant to the Employment Arbitration Rules of the AAA or similar procedures for JAMS if you work or worked for the Company or an Affiliate in California. The current AAA rules may be found at www.adr.org/employment and the current JAMS employment arbitration rules may be found at www.jamsadr.com/rules-employment or either can be provided upon request to the Human Resources Department. You, the Company, and any involved Affiliate shall participate equally in the selection of the arbitrator. If agreement cannot be reached on an arbitrator, AAA or JAMS will be contacted for the purpose of securing an arbitrator. The arbitrator selected shall be a retired judge or an attorney with experience in the subject matter of the dispute. The arbitration will be held in the state where you work or worked most recently for the Company or an Affiliate or as otherwise mutually agreed by the Company, any involved Affiliate and you.
 - c. Costs.** The Company or one of its Affiliates will initially be responsible for the administrative costs of the arbitration, including the arbitrator's fees, subject to: (i) if you are asserting a Claim, a one-time payment by you toward those costs not to exceed the then-applicable filing fee in a court of competent jurisdiction where the arbitration is held; and (ii) any subsequent award of costs by the arbitrator in accordance with applicable law. Each party will be responsible for its own attorneys' fees and costs incurred in connection with the arbitration, if any, subject to any subsequent award by the arbitrator in accordance with applicable law.
 - d. Discovery; Motions; and Determination.** The arbitrator shall have the authority to order such reasonable discovery to permit a full and fair exploration of the issues in dispute, consistent with the expedited and efficient nature of arbitration. The arbitrator may also allow for the hearing of any motions, including dispositive motions. Resolution of the dispute shall be based solely upon the law governing the Claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator may award any relief that would be legally available in a court of law. Awards shall include the arbitrator's written reasoned opinion. The decision of the arbitrator shall be final and binding, subject to review only under the circumstances set forth in the Federal Arbitration Act. A court of competent jurisdiction may enter judgment upon the decision of the arbitrator.
- 5. Waiver of Right to Trial by Jury. YOU, THE COMPANY, AND ITS AFFILIATES UNDERSTAND THAT, BY ENTERING INTO THE AGREEMENT, EACH GIVES UP HIS, HER, OR ITS RIGHTS TO BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN COURT AND TO HAVE A TRIAL BY JURY OF THOSE CLAIMS.**

LAST NAME, FIRST NAME 14
INSERT GRANT NUMBER
INSERT DATE

ATTACHMENT D

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LAST NAME, FIRST NAME 15
INSERT GRANT NUMBER
INSERT DATE

PERFORMANCE SHARE UNIT AWARD AGREEMENT

This Performance Share Unit Award Agreement (this “Agreement”) is made and entered into effective as of the date listed below in Section 1 (the “Grant Date”), by and between Insight Enterprises, Inc. (the “Company”) and the individual whose name is listed below in Section 2.

The terms and conditions of this Performance Share Unit Award (the “Award”) are as set forth in this Agreement and in the Insight Enterprises, Inc. 2020 Omnibus Plan (the “Plan”). The Award is made under and is limited by and subject to the express terms and conditions of the Plan. **You agree and acknowledge that you would not be eligible for the Award but for your agreement to abide by and execute this Agreement, including the Restrictive Covenants set forth in Section 16 and as more fully described in Attachment A, the Trade Secret and Confidential Information covenants in Section 17 and as more fully described in Attachment B, and the Mutual Binding Arbitration Agreement set forth in Section 20 and as more fully described in Attachment C. You agree that the Attachments are integral parts of this Agreement and are incorporated by reference into this Agreement.** You agree and acknowledge the Award constitutes good and sufficient consideration for the terms of this Agreement. In the event of any inconsistency between the terms of this Agreement and the Plan, the terms of the Plan will govern. Capitalized terms that are not defined in this Agreement but defined in the Plan have the meanings given to them in the Plan.

The Company has granted you Performance Share Units (“PSUs”), as follows:

- | | |
|-------------------------------|--|
| 1. Grant Date: | [DATE] |
| 2. Employee Name: | [NAME] |
| 3. Employee ID: | [ID NUMBER] |
| 4. Grant Number: | [GRANT NUMBER] |
| 5. Target Award: | [TARGET AWARD] |
| 6. Performance Period: | January 1, 2022 – December 31, 2024 |
| 7. Vesting Schedule: | The PSUs will vest as of the date on which the Committee certifies the level of attainment of the Performance Goal (as defined below) (“Vesting Date”) consistent with Section 9, provided that you have provided continuous, eligible service to the Company or one of its Related Companies through such Vesting Date, except as otherwise provided in this Agreement. |

8. Performance Share Units.

- a. Each PSU represents the right to earn, on a one-for-one basis, shares of the Company’s Common Stock, par value \$0.01 (the “Shares”) pursuant to the terms of the Plan.
- b. The target number of Shares subject to this Award is set out in Section 5. Depending on the Company’s level of attainment of specified targets for Relative Total Shareholder Return (“rTSR”) for the Performance Period (the “Performance Goal”) and your continued service with the Company or a Related Company, you may earn 0% to 200% of the Target Award in accordance with the matrix attached hereto as Attachment D.
- c. Other terms and conditions applicable to determining levels of attainment, rTSR, and the Performance Goal are set out in Attachment D.

9. Vesting.

- a. The PSUs have been credited to a bookkeeping account on your behalf. The PSUs will be earned in whole, in part, or not at all, as of the Vesting Date, provided that you have provided continuous, eligible service to the Company or a Related Company through such Vesting Date, except as otherwise provided in this Agreement.

- b. Upon the Vesting Date, and subject to Section 10, the Company will settle the vested PSUs by issuing to you one share for each vested PSU as soon as administratively practicable after the Vesting Date but in no event later than March 15 of the calendar year following the end of the Performance Period.
- c. Unless the Committee determines otherwise prior to your Termination of Service, upon your Termination of Service for reasons other than death, all unvested PSUs shall immediately be forfeited without payment of any further consideration to you, and you will not be entitled to receive the Shares underlying the unvested PSUs. Upon your Termination of Service by reason of death provided that you provided continuous, eligible service to the Company from the Grant Date until your death, your estate shall retain a portion of the PSUs determined by multiplying the total number of PSUs awarded under this Agreement by a fraction, the numerator of which is the number of days elapsed from the commencement of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period. The remainder of the PSUs shall be forfeited and canceled. The Award described by this Section 9(c) shall be earned, in whole, in part, or not at all, on the Vesting Date to the extent that the Performance Goal is attained.
- d. Unless otherwise determined by the Committee and provided in this Agreement or the Plan, the PSUs shall not be sold, transferred, assigned, encumbered, pledged or otherwise disposed of, whether voluntarily or by operation of law.

10. Withholding Taxes. The Company shall have the power to withhold, or to require you to remit to the Company or to any Related Company, as applicable, up to the maximum amount necessary to satisfy federal, state, local and foreign withholding tax requirements in the applicable jurisdiction on any Award. The Company shall have discretion to determine the withholding amount, or the Company may (but is not required to) permit you to elect the withholding amount, within permissible limits as it deems appropriate, but in no event will such withholding amount be less than the minimum or more than the maximum amount necessary to satisfy federal, state, local or foreign tax withholding requirements in the applicable jurisdiction on any Award. To the extent that alternative methods of withholding are available under applicable tax laws, the Company shall have the power to choose among such methods. The Committee may permit you to satisfy all or part of your tax withholding obligations by (a) paying cash to the Company or to any Related Company, as applicable, (b) having the Company withhold an amount from any cash amounts otherwise due or to become due from the Company to you, (c) having the Company withhold a number of shares of Common Stock that would otherwise be issued to you having a fair market value equal to the applicable withholding amount, or (d) surrendering a number of shares of Common Stock you already own having a value equal to the applicable withholding amount. The Company shall not be required to issue any shares of Common Stock or otherwise settle an Award until the withholding obligations described by this Section 10 are satisfied.

11. Voting and Other Rights.

- a. You will not have the right to vote the Shares underlying the PSUs at meetings of the Company's stockholders until those PSUs have become vested Shares issued pursuant to this Agreement.
- b. The Award does not confer upon you any right to continue in the employ of the Company or a Related Company or to interfere with the right of the Company or a Related Company to terminate your employment or services at any time for any reason, with or without Cause.
- c. The Award is a one-time, discretionary award made by the Company, and the Company has no obligation to make a like award or any other award in any future period, and no such obligation will arise by reason of your availing yourself of the benefits of the Shares issued under the Award. Future awards, if any, will be at the sole discretion of the Company. You acknowledge and agree that the Plan is discretionary in nature and limited in duration and that the Company, in its sole discretion, may amend, cancel or terminate the Plan at any time subject to the terms of the Plan.
- d. You will not be entitled to receive a dividend equivalent for any of the PSUs granted under the Agreement.

12. Notices. Any written notice under the Agreement will be deemed given on the date that is three business days after it is sent by registered or certified mail, postage prepaid, addressed to you at the address on file with the Company for you or to the Company at Insight Enterprises, Inc., 2701 E. Insight Way, Chandler, Arizona 85286, Attention: HR Carver - Stock Administration. Any notice may be sent using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice will be deemed to have been duly given unless and until it is actually received by the intended

recipient. You and the Company may change the address to which notices are to be delivered by giving the other party notice in the manner set forth in this Agreement.

13. Plan Documents. All Plan documents, including the Plan Summary, can be found under "Company Library" on your E*TRADE Account. You may also request copies of these documents in writing by contacting the Company at Insight Enterprises, Inc., 2701 E. Insight Way, Chandler, Arizona 85286, Attention: HR Carver – Stock Administration.

14. Consent to Transfer Personal Data. By accepting the Award, you voluntarily acknowledge and consent to the collection, use, processing and transfer of personal data as described in this Section 14. You are not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect your ability to participate in the Plan. The Company and its Related Companies hold certain personal information about you, that may include your name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any shares of stock held in the Company, or details of any entitlement to shares of stock awarded, canceled, purchased, vested, or unvested, for the purpose of implementing, managing and administering the Plan ("Data"). The Company and/or its Related Companies will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan, and the Company and/or any of its Related Companies may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located throughout the world, including the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on your behalf by a broker or other third party with whom you may elect to deposit any shares of stock acquired pursuant to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing consent may affect your ability to participate in the Plan.

15. Independent Tax Advice. You acknowledge that determining the actual tax consequences to you of receiving or disposing of the PSUs and Shares may be complicated. These tax consequences will depend, in part, on your specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. You are aware that you should consult a competent and independent tax advisor for a full understanding of the specific tax consequences to you of receiving the PSUs and receiving or disposing of the Shares. Prior to executing this Agreement, you either have consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the receipt of the PSUs and the receipt or disposition of the Shares in light of your specific situation or you have had the opportunity to consult with such a tax advisor but chose not to do so.

16. Restrictive Covenants. You covenant and agree that, without the prior written consent of the Company, you will not, directly or indirectly:

- a. Engage in a Competing Business while employed by the Company or one of its subsidiary or affiliated companies (individually "an Affiliate" or collectively "Affiliates");
- b. Engage in a Competing Business in the Restricted Territory for the Specified Duration after your employment with the Company or an Affiliate terminates;
- c. Solicit or accept business from any Client or Potential Client for any transaction other than for the benefit of the Company and its Affiliates while the Company or an Affiliate employs you or for the Specified Period; and
- d. Solicit an employee of the Company or an Affiliate to end or terminate employment with the Company or an Affiliate or hire any such individual while the Company or an Affiliate employs you or for the Specified Period.

You further covenant and agree: i) the foregoing obligations are set forth more fully in Attachment A, which defines the applicable scope, geographic, and temporal limitations of these covenants; and ii) you have read, understand and agree to Attachment A.

If you are employed by the Company or an Affiliate in California, the terms and conditions set forth in Sections 16(b), 16(c), and 16(d) do not apply to you.

Section 16(b) does not apply to you if, at the time of termination of employment:

- You are employed by the Company or an Affiliate in the state of Washington and either: i) you are projected to make less than \$100,000 per year on an annualized basis; or ii) your employment is terminated as a result of a layoff and the sum of the severance, if any, you receive for the Specified

Duration and your compensation, if any, for subsequent employment for the Specified Duration is less than your base salary at the time of termination;

- You are employed by the Company or an Affiliate in Illinois and makes less than the greater of: i) the hourly rate equal to the minimum wage required by the applicable federal, state, or local minimum wage law; or ii) \$13 per hour;
- You are employed by the Company or an Affiliate in Massachusetts unless you: i) are an exempt employee under the Fair Labor Standards Act; and ii) the Company or an Affiliate pays you Pay for Leave during the Specified Duration, not including any increase in the Specified Duration due to your breach of a fiduciary duty or misappropriation of the Company or an Affiliate's property; and
- You are employed by the Company or an Affiliate in a position below the Director-level and have not been employed in the year preceding the termination of employment in a position where you interact, communicate, or have contact, with Clients.

You acknowledge and agree that the restriction set forth in Section 16(c) prohibits you from doing business with a Client or Potential Client for the Specified Period even if the Client or Potential Client approaches you first and attempts to initiate business with you.

17. Trade Secrets and Confidential and Proprietary Information. You covenant and agree:

- a. to protect and preserve the confidentiality of the Company's and its Affiliates' Trade Secrets and Confidential and Proprietary Information, as well as Third-Party Information; and
- b. the parties' rights and obligations with respect to this subject matter are set forth more fully in **Attachment B**, you agree you have read, understand, and agree to **Attachment B**.

18. Acknowledgments. You understand and agree:

- a. that the restrictive covenants contained in this Agreement are justified by legitimate and protectable business interests, including protecting the Company and its Affiliates': i) investments in, and relationships with 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;
- b. that the covenants contained in this Agreement are reasonably necessary to protect the Company's and its Affiliates' legitimate business interests;
- c. the Company's and its Affiliates' Trade Secrets and Confidential and Proprietary Information are special and unique assets, to which you have or will have access, and need to be protected from improper disclosure and unauthorized use to prevent damage to the Company and one or more of its Affiliates;
- d. the Company's and its Affiliates' business are not geographically restricted, are often unrelated to the physical location of the facilities or locations of the Company or its Affiliates, its Clients, or Competing Businesses, and the sale of the Company and its Affiliates' 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;
- e. if employment is terminated for any reason, you will be able to earn a livelihood without violating the post-employment restrictive covenants in this Agreement;
- f. your ability to earn a livelihood without violating the restrictions is a material condition to entering this Agreement and employing you; and
- g. a breach of any of the obligations set forth in Sections 16 or 17 will result in irreparable damage and continuing injury to the Company or one or more Affiliates. Therefore, in the event of any breach or threatened breach of such covenants, the Company and Affiliates shall be entitled to an injunction from a court of competent jurisdiction enjoining you from committing any violation of those covenants, and you hereby consent to the issuance of such an injunction. You further agree that the Company and its Affiliates shall not be required to post a bond to obtain such an injunction. All remedies available to the Company and its Affiliates by reason of your breach of this Agreement are cumulative, none is exclusive, and all remedies may be exercised concurrently or consecutively at the Company's or Affiliates' option. Further, if you breach or violate of any of the provisions of this Agreement, the term thereof, as the case may be, shall be tolled until such breach or violation has been fully cured.

19. Securities Law Compliance. You agree that you will in no event sell or distribute all or any part of the Shares unless (a) there is an effective registration statement under the Securities Act and applicable state securities laws covering any such transaction involving the Shares or (b) the Company receives an opinion of your legal counsel (concurring in by legal counsel for the Company) stating that such transaction is exempt from registration or the Company otherwise satisfies itself that such transaction is exempt from registration. You understand that the Company has no obligation to you to maintain any registration of the Shares with the Securities and Exchange Commission and has not represented to you that it will so maintain registration of the Shares. You confirm that you have been advised, prior to your receipt of the Shares, that neither the offering of the Shares nor any offering materials have been reviewed by any administrator under the Securities Act or any other applicable securities act (the "Acts") and that the Shares cannot be resold unless they are registered under the Acts or unless an exemption from such registration is available.

20. Arbitration Agreement. You and the Company including its Affiliates agree that (a) you may only be eligible for the Award under this Agreement provided that you agree and abide by the terms of the Mutual Binding Arbitration Agreement attached hereto as **Attachment C**; (b) any Claims (as defined in **Attachment C**) you have or may have against the Company and its Affiliates, or that the Company and its Affiliates have or may have against you, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act; (c) the obligation to arbitrate is a waiver of any right to a trial by jury; and (d) the obligation to arbitrate includes a class and collective action waiver, meaning the claims must proceed on an individual basis.

21. General Provisions.

- a. **Assignment.** The Company may assign its forfeiture rights at any time, whether or not such rights are then exercisable, to any person or entity selected by the Committee.
- b. **No Waiver.** No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.
- c. **Successors and Assigns.** The provisions of this Agreement will inure to the benefit of, and be binding on, the Company and its successors and assigns and you and your legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person will have become a party to this Agreement and agreed in writing to join herein and be bound by the terms and conditions hereof.
- d. **Undertaking.** You hereby agree to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either you or the PSUs pursuant to the express provisions of this Agreement.
- e. **Agreement Is Entire Contract.** This Agreement, including Attachments A, B, C, and D, and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter hereof. This Agreement is made pursuant to the provisions of the Plan and will in all respects be construed in conformity with the express terms and provisions of the Plan.
- f. **Severability.** If any provision of this Agreement is determined to be invalid, unenforceable or illegal, the validity or enforceability of the other provisions shall not be affected. In addition, if any one or more provisions contained in this Agreement shall be held to be excessively broad as to duration, geographical scope, activity, subject, or otherwise, it shall be construed by limiting or reducing it, so as to be enforceable with applicable law.
- g. **409A Compliance.** The vesting and settlement of PSUs awarded pursuant to this Agreement are intended to either qualify for the "short-term deferral" exemption from Section 409A of the Code or to comply with Section 409A of the Code, as applicable, and the provisions of this Agreement will be interpreted, operated, and administered in a manner consistent with these intentions. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion to unilaterally amend or modify the Plan and/or this Agreement to ensure that the PSUs qualify for exemption from or comply with Section 409A of the Code; provided, however, that the Company makes no representations that the PSUs will be exempt from or comply with Section 409A of the Code, and makes no undertaking to preclude Section 409A of the Code from applying to the PSUs, and the Company will have no liability to you or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee with respect thereto.
- h. **Amendments and Modifications.** The Committee or its designee may, in the Committee's or the designee's sole and absolute discretion, as applicable, amend or modify this Agreement in any manner that is either (i) not adverse to you, or (ii) consented to by you.

22. Acceptance of Terms and Conditions. By accepting the Award and the Shares, you agree to be bound by the terms and conditions in this Agreement, the Plan and any and all rules and regulations established by the Company in connection with awards issued under the Plan.

Insight Enterprises, Inc., a Delaware corporation

Name:
Title:

Signature:

Date

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**ATTACHMENT A
RESTRICTIVE COVENANTS**

You, the Company, and its Affiliates agree the following definitions and other terms apply to Section 16 and other portions of the Agreement including its Attachments where the phrases are used:

1. **Competing Business.** Competing Business means any information technology reseller, provider, or seller of information technology services, or any entity or person that is engaged in or is preparing to engage in any business which involves the sale, lease, license, or provision of computer hardware, software, peripheral, or other information technology products or services that the Company or one or more of its Affiliates markets, sells, leases, licenses, or makes available to companies, businesses, non-profit organizations, governmental agencies or entities, educational institutions, or school districts.
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 you provided or performed for the Company or one or more of its Affiliates 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 the Company or one or more of its Affiliates within the last two (2) years of your employment with the Company or an Affiliate; and ii) with which or whom you had contact or communicated about the Company's or its Affiliates' products or services, on whose account you worked, or about which or whom you have 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 you, within the last six (6) months of your employment with the Company or an Affiliate, has knowledge of: i) of the Company or an Affiliate's efforts or communications to offer or to attempt to sell, lease, license, or provide the individual or entity products or services through the Company or an Affiliate; 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 you could Engage in a Competing Business in the United States and includes each state where the Company or Affiliate for which you work or worked has Clients or employees, including, but not limited to, the states in which the Company's or the applicable Affiliate's Clients are located and in which you provided services, sold or leased goods or services, or otherwise performed work during the 12-month period preceding the termination of your employment. 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 you worked for Insight, as well as Arizona, Florida, Illinois, Massachusetts, Minnesota, Ohio, Texas, and Washington.
6. **Solicit.** Solicit means any effort or attempt by you, 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 the Company or its Affiliates; or ii) in any way reducing the amount of business such Client or Potential Clients transacts or would transact with the Company or one or more of its Affiliates; or
 - an employee of the Company or an Affiliate with whom you, in the preceding twelve (12) months, worked or who worked out of the same physical location as you 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 the Company or an Affiliate to join a Competing Business; or iii) otherwise interfering with the individual's employment relationship with the Company or an Affiliate.
7. **Specified Duration.** For the non-competition covenant in Section 16(b), Specified Duration means the period of time listed below that corresponds to or most closely approximates the job title (as identified in the Company's or its Affiliates' records) or job description held by you at the time of the breach of the restrictive covenant described in this Agreement or the time of the termination of your employment, whichever provides the longer duration.
 - **Senior Vice President.** The Specified Duration is a period of fifteen (15) months following the termination of your employment, or, if the period of fifteen months (15) is determined by a court of

competent jurisdiction or arbitrator to be unreasonably broad or you are employed by the Company or an Affiliate in Massachusetts at the time of termination, then a period of twelve (12) months following the termination of your employment.

- **Vice President.** The Specified Duration is a period of twelve (12) months following the termination of your employment, or, if the period of twelve (12) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of nine (9) months following the termination of your employment.
- **Director.** The Specified Duration is a period of nine (9) months following the termination of your employment, or, if the period of nine (9) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of six (6) months following the termination of your employment.
- **Positions Below the Director Level and that Interact with Clients.** The Specified Duration is a period of six (6) months following the termination of your employment, or, if the period of six (6) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of four (4) months following the termination of your employment. Notwithstanding the foregoing sentence, if your job title or description corresponds to the heading of this bullet point, you are projected to earn less than \$100,000 in total cash compensation for the calendar year in which your termination of employment occurs, and you actually earned less than \$100,000 in total cash compensation for the calendar year preceding the year in which your termination of employment occurs, then the Specified Duration is a period of three (3) months following the termination of your employment, or, if the period of three (3) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of two (2) months following the termination of your employment. If the you worked for the Company or an Affiliate in Massachusetts at the time of termination, the Specified Duration shall be increased by a period of twelve (12) months if you breached a fiduciary duty to the Company or an Affiliate or took or misappropriated, physically or electronically, the Company or an Affiliate's property, including but not limited to, Trade Secrets, Confidential and Proprietary Information, and/or Third-Party Information.

8. Specified Period. For the non-solicitations covenants in Paragraph 16(c) and 16(d) 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 the Company's or its Affiliates' records) or job description held by you at the time of the breach of the restrictive covenant described in the Agreement or the time of the termination of your employment, whichever provides the longer duration.

- **Senior Vice President.** The Specified Period is a period of eighteen (18) months following the termination of your employment, 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 fifteen (15) months following the termination of your employment.
- **Vice President.** The Specified Period is a period of fifteen (15) months following the termination of your 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 your employment.
- **Director or Positions Below the Director Level and that Interact with Clients.** The Specified Period is a period of twelve (12) months following the termination of your employment or, if the period of twelve (12) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of nine (9) months following the termination of your employment.
- **Positions Below the Director Level and That Do Not Interact with Clients.** The Specified Period is a period of nine (9) months following the termination of your employment or, if the period of nine (9) months is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then a period of six (6) months following the termination of your employment.

9. Pay for Leave. If you are employed by the Company or an Affiliate in Massachusetts at the time employment terminates, the following definitions of Pay for Leave apply. If you are not employed in Massachusetts at the time employment terminates, this provision and definition has no application to you.

1.1 Except as set forth in Paragraph 9.2 below, Pay for Leave means fifty percent (50%) of your highest annualized base salary in the two-year period preceding the date of your termination.

1.2 If you are terminated without cause, as defined in the Company's then-applicable Severance Plan, and you elect to receive severance benefits under the Severance Plan, Pay for Leave shall mean the greater of: i) fifty percent (50%) of your highest annualized base salary in the two-year period

preceding the date of your termination; or ii) the severance pay under the Severance Plan. You will also receive any other severance benefits, e.g. outplacement assistance or additional pay for health insurance, provided under the Severance Plan.

Pay for Leave shall be paid in accordance with the Company or applicable Affiliate's regular payroll practices. The payments, from which all required and authorized withholdings and deductions shall be made, will be executed by direct deposit based on the account information that you have on file with the Company or its Affiliate. If you have not elected for direct deposit, the Company or applicable Affiliate will provide you an ADP ALINE card for the payments.

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) the Company or one of its Affiliates 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 clients, customers, and prospective clients and customers of the Company or one or more Affiliates;
- non-public lists of clients, customers, and prospective clients and customers of the Company or one or more Affiliates, 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 the Company or one or more Affiliates 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 of the Company or one or more Affiliates and the Company's and Affiliates' pricing, costs, discounts, margins, and profits for products and services less than three years old;
- all information of any kind related to the business of a client, customer, or prospective client or customer of the Company or one or more Affiliates obtained by an employee of the Company or an Affiliate in the last three years and that has not been publicly disclosed by such person or entity;
- software developed by of the Company or one or more Affiliates;
- the Company's or one or more Affiliate's non-public strategic business and marketing initiatives, significant corporate events, projects, processes, or unique know-how;
- the Company's or one or more Affiliate's sales, business and marketing plans and forecasts less than three years old;
- the Company or one or more Affiliate's sales data and results before being reported and disclosed publicly;
- technical designs, drawings, schematics, and matters created or developed by the Company, an Affiliate, or a contracted vendor or partner of the Company or an Affiliate;
- the Company's or one or more Affiliate's non-public planned product and services offerings; and
- the Company's or one or more Affiliate's non-public financial and accounting information less than three years old.

1.2 Confidential and Proprietary Information. Confidential and Proprietary Information means information that is a valuable, special, and unique asset of the Company or one or more Affiliates. 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., pricing information or marketing plans that are more than three years old;
- The Company's or one or more Affiliate's policy and systems manuals that are less than five years old, but not including readily available information provided to current or former employees such as employee handbooks, policies, and benefit plans;
- the Company's or one or more Affiliate's non-public benefits and compensation plans and strategies for supervisory employees that are less than three years old;
- the Company or one or more Affiliate's employee recruiting plans and strategies less than three years old;
- legal files of or related to the Company or one or more Affiliates;
- the Company's or one or more Affiliate's non-public funding, credit, investment, and lending policies, arrangements, or sources that are open or, if not open, less than three years old;
- the Company's or one or more Affiliate's advertising and promotional ideas and strategies less than three years old;
- the Company's or one or more Affiliate's market surveys and/or analyses that are less than three years old; and

- other confidential information and records owned by or related to the Company or one or more Affiliates.

1.3 **Third-Party Information.** Third-Party Information means trade secrets and confidential and proprietary information of or concerning the Company's and one or more Affiliate'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 the Company or an Affiliate, you covenant and agree 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 you to perform services for the benefit of the Company or an Affiliate, you further covenant and agree that you 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 the Company or an Affiliate who, in the reasonable exercise of your judgment, needs to know such Trade Secrets, Confidential and Proprietary Information, or Third-Party Information to perform his or her duties; or
- a vendor, supplier, or strategic partner of the Company or an Affiliate as long as you: i) receive approval from your immediate supervisor before each disclosure; ii) ensure that each vendor, supplier, or strategic partner is bound by a non-disclosure agreement with the Company or the appropriate Affiliate; and iii) ensure that there is no agreement between the Company or appropriate Affiliate and the affected Client that would prohibit the sharing of that particular information with the vendor, supplier, or strategic partner.

The foregoing obligation means, among other things, that you may not use or disclose any Company's Trade Secrets or Confidential and Proprietary Information, whether directly or indirectly, on behalf of yourself or others, to attempt to call on, solicit or obtain business from any actual or prospective Client, customer, or business partner of the Company or one or more of its Affiliates, other than for authorized business activities. This prohibition applies during and after your employment, so long as the information remains a Trade Secret or Confidential and Proprietary Information.

If you learn of a subpoena or effort to obtain a court or arbitrator order affecting such information, you covenant and agree to provide immediate written notice of such effort or planned disclosure to the General Counsel of the Company to allow the Company or one or more Affiliates to contest disclosure. You further covenant and agree not to disclose such information until the Company or its Affiliate'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 five (5) years after your termination from employment, or if the period of five (5) years is determined by a court of competent jurisdiction or arbitrator to be unreasonably broad, then three (3) years after your 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 You understand and acknowledge that you are 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 you file a lawsuit alleging retaliation by the Company or an Affiliate for reporting a suspected violation of law, you may disclose Trade Secrets related to the suspected violation of law or alleged retaliation to your attorney and use those Trade Secrets in the proceeding if you or your attorney: i) files any document containing Trade Secrets under seal; and ii) does not disclose the Trade Secrets, except pursuant to court order. The Company and its Affiliates provide

this notice in compliance with the Defend Trade Secrets Act of 2016 and to avail itself of the full remedies in that act.

4873-7333-8886.3

ATTACHMENT C

MUTUAL BINDING ARBITRATION AGREEMENT

1. **Claims.** Except as provided in Paragraph 2 below, you and the Company and its Affiliates agree:
 - a. to use binding arbitration to resolve any claim, dispute, or controversy that arises out of, relates to, or has any connection with this Agreement or your employment agreement, employment, application for employment, termination of employment, or other association with the Company or one or more of its Affiliates ("Claims"); and
 - b. this arbitration agreement applies to Claims: (i) based on or arising under federal, state, or local laws including but not limited to Claims under or pursuant to constitutions, statutes, regulations, ordinances, executive orders, or the common law; (ii) based on or arising under contracts and covenants (express or implied), torts, or restitution; (iii) that you asserts against the Company and its Affiliates and their respective predecessors, successors, and assigns, as well as their respective owners, officers, directors, employees, and agents; and (iv) that the Company or one or more of its Affiliates, or their predecessors, successors, or assigns assert against you.
2. **Excluded Claims.** This arbitration agreement does not apply to or prevent:
 - a. claims for worker's compensation benefits, state disability insurance, or unemployment insurance benefits; however, Claims asserting retaliation related to such benefits are covered Claims under Paragraph 1;
 - b. claims for benefits under any employee benefit plan covered by the Employee Retirement Income Security Act;
 - c. claims that applicable law expressly prohibits from being covered by an arbitration agreement;
 - d. you from making a report to, filing a charge, or participating in an investigation with a federal, state, or local government agency, but after exhaustion of any such administrative procedures, any Claim asserted by you shall be resolved exclusively pursuant to the terms of this arbitration agreement; or
 - e. either party from seeking from a court of competent jurisdiction provisional or preliminary injunctive relief regarding Claims arising under or related to any employment, invention assignment or proprietary rights, trade secrets or confidential and proprietary information or restrictive covenant agreements; provided, however, regardless of whether such temporary relief is granted, the underlying merits of the Claims must still be resolved through the arbitration procedures contained in this Attachment.
3. **Class Action Waiver.** You, the Company, and its Affiliates agree to pursue all Claims in arbitration on an individual basis only and not as part of a class or collective action. You, the Company, and its Affiliate waive any right for a Claim to be brought, heard, or decided as a class or collective action, and the arbitrator has no power or authority, without the express written consent of you, the Company, and, as may be applicable, any Affiliates to consolidate the Claims of other current or former employees or to otherwise preside over or hear a class, collective, or representative action.
4. **Arbitration Procedures.**
 - a. **Timeliness.** The party asserting a claim must make an arbitration demand in writing upon the other party within the legally applicable limitations period for filing the same claim in court. If the timely exhaustion of administrative remedies is a condition to filing a lawsuit in court, then it is also a condition to pursuing such a claim in arbitration. The arbitrator will decide all issues of timeliness.
 - b. **Arbitration Forum; Arbitrator Selection.** The arbitration shall be conducted before a single, neutral arbitrator pursuant to the Employment Arbitration Rules of the AAA or similar procedures for JAMS if you work or worked for the Company or an Affiliate in California. The current AAA rules may be found at www.adr.org/employment and the current JAMS employment arbitration rules may be found at www.jamsadr.com/rules-employment or either can be provided upon request to the Human Resources Department. You, the Company, and any involved Affiliate shall participate equally in the selection of the arbitrator. If agreement cannot be reached on an arbitrator, AAA or JAMS will be contacted for the purpose of securing an arbitrator. The arbitrator selected shall be a retired judge or an attorney with

experience in the subject matter of the dispute. The arbitration will be held in the state where the you work or worked most recently for the Company or an Affiliate or as otherwise mutually agreed by the Company, any involved Affiliate and you.

- c. **Costs.** The Company or one of its Affiliates will initially be responsible for the administrative costs of the arbitration, including the arbitrator's fees, subject to: (i) if you are asserting a Claim, a one-time payment by you toward those costs not to exceed the then-applicable filing fee in a court of competent jurisdiction where the arbitration is held; and (ii) any subsequent award of costs by the arbitrator in accordance with applicable law. Each party will be responsible for its own attorneys' fees and costs incurred in connection with the arbitration, if any, subject to any subsequent award by the arbitrator in accordance with applicable law.
- d. **Discovery; Motions; and Determination.** The arbitrator shall have the authority to order such reasonable discovery to permit a full and fair exploration of the issues in dispute, consistent with the expedited and efficient nature of arbitration. The arbitrator may also allow for the hearing of any motions, including dispositive motions. Resolution of the dispute shall be based solely upon the law governing the Claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator may award any relief that would be legally available in a court of law. Awards shall include the arbitrator's written reasoned opinion. The decision of the arbitrator shall be final and binding, subject to review only under the circumstances set forth in the Federal Arbitration Act. A court of competent jurisdiction may enter judgment upon the decision of the arbitrator.

5. Waiver of Right to Trial by Jury. YOU, THE COMPANY, AND ITS AFFILIATES UNDERSTAND THAT, BY ENTERING INTO THE AGREEMENT, EACH GIVES UP HIS, HER, OR ITS RIGHTS TO BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN COURT AND TO HAVE A TRIAL BY JURY OF THOSE CLAIMS.

ATTACHMENT D
rTSR Performance Goal

The PSUs will be earned, in whole, in part or not at all, based on your continuous service with the Company or a Related Company through the Vesting Date, except as otherwise provided in the Agreement, and the Company's TSR relative to the rTSR Comparator Companies, as determined in accordance with the following payout scale:

Payout Scale (1)(2)	Company's TSR Percentile Rank vs. rTSR Comparator Companies	rTSR Performance Multiplier
Maximum	≥ 80th %ile	200%
Target	55th %	100%
Threshold	30th %ile	50%
Below Threshold	< 30th %ile	0%

(1) Payouts between performance levels will be determined based on straight line interpolation.

(2) To determine the Company's applicable percentile ranking for the Performance Period, TSRs are calculated for the Company and each rTSR Comparator Company. The entities are arranged by their respective TSRs (highest to lowest) and the Company is ranked among the rTSR Comparator Companies.

Determination of Payout: No later than sixty (60) days after the end of the Performance Period, the Committee shall determine and certify (i) the Company's TSR percentile rank vs. the rTSR Comparator Companies, (ii) the rTSR Performance Multiplier, and (iii) the resulting number of PSUs earned and vested. The number of vested PSUs shall be determined by multiplying the Target Award by the rTSR Performance Multiplier. Vested PSUs will be converted into shares of Common Stock as provided in Section 9. For purposes of this calculation, the Company's TSR percentile rank and the rTSR Performance Multiplier are to be rounded to one (1) decimal place and the number of vested PSUs are to be rounded to whole shares.

Adjustments: If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company or the manner in which the Company conducts its business, or other unusual or non-recurring events or circumstances render the Performance Goal to be unsuitable, the Committee may modify the Performance Goal in whole or in part, as the Committee deems appropriate.

Defined Terms: For purposes of this Attachment:

"*Total Shareholder Return*" or "*TSR*" shall be determined with respect to the Company and any other rTSR Comparator Company by dividing: (a) the sum of (i) the Ending Average Stock Price plus (ii) the Reinvested Dividend Amount divided by (b) the applicable Beginning Average Stock Price and (c) minus 1. Any non-cash distributions on the respective shares shall be valued at fair market value. For the purpose of determining TSR, the value of dividends and other distributions shall be determined by treating them as reinvested in additional shares of stock at the closing market price on the ex-dividend date.

$$TSR = \left(\frac{\text{Ending Average Stock Price} + \text{Reinvested Dividend Amount}}{\text{Beginning Average Stock Price}} \right) - 1$$

"*Beginning Average Stock Price*" means, with respect to the Company and any rTSR Comparator Company, the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the twenty (20) consecutive trading days ending with the last trading day before the beginning of the Performance Period. The Committee shall adjust the Beginning Average Stock Price to account for any recapitalization or similar corporate capitalization change of the Company or any rTSR Comparator Company during the Performance Period (or during the applicable 20-day period in determining Beginning Average Stock Price or Ending Average Stock Price, as the case may be), such as a stock split, reverse stock split or stock dividend.

"*Ending Average Stock Price*" means, with respect to the Company and any other rTSR Comparator Company, the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the twenty (20) consecutive trading days ending on the last trading day of the Performance Period.

"*Reinvested Dividend Amount*" shall be calculated as the sum of the total dividends paid on one share of stock during the Performance Period, assuming reinvestment of such dividends in such stock (based on the closing stock price of such stock on the ex-dividend date).

“rTSR Comparator Companies” means the companies comprising the custom performance peer group (which companies are listed below) provided that, except as provided below, the common stock of each company is continually listed or traded on a national securities exchange from the first day of the Performance Period through the last trading day of the Performance Period, subject to the following:

- (i) if the common stock of any rTSR Comparator Company ceases to be publicly traded at any time during the Performance Period by reason of exchange delisting, bankruptcy, liquidation or dissolution of the company, such company shall remain an rTSR Comparator Company for the entire Performance Period and the TSR for such rTSR Comparator Company shall be negative one hundred percent (-100%); and
- (ii) if the common stock of an rTSR Comparator Company ceases to be publicly traded at any time during the Performance Period by reason of a merger, acquisition, spin-off, going-private transaction or other similar corporate transaction, or in the event of a public announcement during the Performance Period of any such transaction that has not closed or been cancelled by the end of the Performance Period, such company shall be disregarded and shall not be considered an rTSR Comparator Company for the entirety of the Performance Period.

“rTSR Performance Multiplier” means the percentage, from 0% to 200%, that will be applied to the Target Award to determine the actual number of PSUs.

rTSR Comparator Companies: For purposes of this Attachment, the rTSR Comparator Companies shall be:

Company	Ticker
Accenture plc	ACN
APPLIED INDUSTRIAL TECHNOLOGIES INC	AIT
AVNET INC	AVT
BELDEN INC.	BDC
BENCHMARK ELECTRONICS INC	BHE
CDW Corp	CDW
COGNIZANT TECHNOLOGY SOLUTIONS CORP	CTSH
CommScope Holding Company, Inc.	COMM
DIEBOLD NIXDORF, Inc	DBD
DXC Technology Co	DXC
EPLUS INC	PLUS
GENUINE PARTS CO	GPC
GMS Inc.	GMS
HENRY SCHEIN INC	HSIC
JABIL INC	JBL
MRC GLOBAL INC.	MRC
MSC INDUSTRIAL DIRECT CO INC	MSM
NCR CORP	NCR
PATTERSON COMPANIES, INC.	PDCO
PC CONNECTION INC	CNXN
Perficient, Inc.	PRFT
RUSH ENTERPRISES INC \TX\	RUSH.B
SANMINA CORP	SANM
SCANSOURCE INC	SCSC
SpartanNash Co	SPTN
SYNNEX	SNX
Univar Solutions Inc.	UNVR
Vertiv Holdings Co	VRT
W.W. GRAINGER, INC.	GWV
WATSCO INC	WSO
WESCO INTERNATIONAL INC	WCC

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this “Agreement”) is entered into as of January 17, 2022 by and between James Morgado (“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 Senior Vice President of Finance, reporting to the Company’s Chief Financial 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 of Finance of the Company under the terms of this Agreement starting on January 17, 2022 (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 of Finance, as determined by the Chief Financial 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 Financial Officer.

4. **Location**. The location of Executive’s principal place of employment shall be in the Company’s principal executive offices in Tempe, 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 (the Initial Term and any Renewal Terms shall be referred to herein as the “Term”). If the Company gives notice of non-renewal, the Agreement shall cease ten (10) days after providing notice, and such termination shall be treated as a termination without cause with Executive receiving the post-termination compensation and benefits outlined in Section 8(c). If the Executive resigns or terminates his employment without good reason, Executive shall only be entitled to the compensation in Section 8(a).

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 \$425,000 per year (the “Base Salary”).

(b) **One-Time Signing Bonus.** The Company shall pay to Executive a one-time signing bonus in the amount of \$200,000 (the “Signing Bonus”). The Signing Bonus will be paid in the month following the Commencement Date, and will be taxable income. If Executive resigns from the Company prior to completing two years of employment, Executive will be required to reimburse the Company for the full amount of the Signing Bonus.

(c) **Relocation Benefits.** The Company shall pay to Executive a one-time relocation bonus in the amount of \$100,000 (the “Relocation Bonus”), which is intended to cover relocation expenses, including but not limited to: any necessary temporary housing expenses, the expenses related to the physical relocation of household goods, and any realtor commission or closing costs on real estate transactions. Executive must relocate to the Phoenix Metropolitan Area (“Phoenix”) within eighteen (18) months from the Commencement Date or the Relocation Bonus will be void. The Relocation Bonus will be paid on the first day of the eighteenth (18th) month following the Commencement Date. The Relocation Bonus will be considered taxable income. If Executive resigns from the Company prior to completing two years of employment, Executive will be required to reimburse the Company for the full amount of the Relocation Bonus.

(d) **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 your base salary, at 100% attainment of objectives and payable on the date that the Company pays annual Incentive Plan payment to other employees. The Company reserves the right to change the terms and conditions of the Incentive Plan.

(e) **Equity Participation.** For 2022, 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, although 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.

(f) **One-Time Equity Grant.** Executive will receive a one-time grant of RSUs having an aggregate value equal to \$1,000,000, 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 Equity Plan and the applicable agreement evidencing the grant. The grant date will be the tenth day of the month following Executive’s Commencement Date. The RSUs granted pursuant to this Section 6(f) will vest on a service basis in equal installments over a period of three (3) years on the first three anniversaries of the grant date, provided that Executive remains employed by the Company on each anniversary.

(g) **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.

(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 Chief Executive Officer.

(i) **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) the conviction of, or the entering of a guilty plea or a plea of no contest with respect to a felony;

(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 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 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:

(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) 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) 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 (iii) 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"); and

(ii) 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.

(iii) 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 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:

(i) Executive shall receive (1) the Accrued Obligations; (2) 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, plus (b) 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.

(ii) 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 will 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

(iii) 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.

(iv) 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 waiver of all claims in a form acceptable to the Company ("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's "Uncapped Benefit" exceeds Executive's "Capped Benefit" by more than 25%. 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 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 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.

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 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 Senior Vice President of Finance 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
6820 South Harl Avenue
Tempe, Arizona 85283

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.

JAMES MORGADO

/s/ Glynis A. Bryan

/s/ James A. Morgado

By: Glynis A. Bryan

Its: Chief Financial Officer

This Employment, Confidentiality, Restrictive Covenant, and Arbitration Agreement (“Agreement”), is made and entered into as of January 17, 2022 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 James Morgado (“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 four 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 four 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 2021 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.** 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.** Except as otherwise provided in **Attachment A**, the Parties agree that:

- any Claims that 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;
 - the obligation to arbitrate is a waiver of any right to a trial by jury;
 - the obligation to arbitrate includes a class and collective action waiver, meaning the Claims must proceed on an individual basis; and
-

- the agreement to arbitrate is set forth more fully in **Attachment A**, and Employee has read, understands, and agrees to **Attachment A**.

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 B**, and Employee has read, understands, and agrees to **Attachment B**.

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 C**, and Employee has read, understands, and agrees to **Attachment C**.

7. **Restrictive Covenants**. 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 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 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 obligations are set forth more fully in **Attachment D**, which defines the applicable scope, geographic, and temporal limitations of these covenants; and ii) Employee has read, understands, and agrees to **Attachment D**.

If the Employee is employed by Insight in California, the terms and conditions set forth in Section 7.2, 7.3, and 7.4 above do not apply to Employee.

Section 7.2 does not apply to Employee if, at the time of termination of employment:

- Employee is employed by Insight in the state of Washington and either: i) is projected to make less than \$100,000 per year on an annualized basis; or ii) Employee's employment is terminated as a result of a layoff and the sum of the severance, if any, Employee receives for the Specified Duration and Employee's compensation, if any, for subsequent employment for the Specified Duration is less than Employee's base salary at the time of termination;
- Employee is employed in Illinois and makes less than the greater of: i) the hourly rate equal to the minimum wage required by the applicable federal, state, or local minimum wage law; or ii) \$13 per hour; and
- Employee is employed in a position below the Director-level and has not been employed in the year preceding the termination of employment in a position where Employee interacts, communicates, or has contact, with Clients.

Employee acknowledges and agrees that the restriction set forth in Section 7.3 of the Agreement prohibits Employee from doing 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. 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.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. Governing Law. Section 3 of this Agreement and Attachment A shall be governed by and interpreted pursuant to the Federal Arbitration Act. Otherwise, the governing law for this Agreement and its Attachments shall be either: 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.

15. 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 B, C, and D, 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 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 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.

16. 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.

17. 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, and 7 shall survive the termination of Employee’s employment with Insight.

18. 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 him or her 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.

[Signatures Contained on the Following Page]

EMPLOYEE: INSIGHT:

/s/ James A. Morgado By: /s/ Glynis A. Bryan
Employee Signature

James A. Morgado Title: Chief Financial Officer
Print Name

January 17, 2022 January 17, 2022
Date Date

ATTACHMENT A
MUTUAL BINDING ARBITRATION AGREEMENT

1. **Claims**. Except as provided in Paragraph 2 below, Employee and Insight agree:

- to use binding arbitration to resolve any claim, dispute, or controversy that arises out of, relates to, or has any connection with the Agreement or Employee's employment, application for employment, termination of employment, or other association with Insight ("Claims"); and
- this arbitration agreement applies to Claims: i) based on or arising under federal, state, or local laws including but not limited to Claims under or pursuant to constitutions, statutes, regulations, ordinances, executive orders, or the common law; ii) based on or arising under contracts and covenants (express or implied), torts, or restitution; iii) that Employee asserts against Insight's subsidiaries, and corporate affiliates, their predecessors, successors, or assigns, as well as their respective owners, officers, directors, employees, and agents; and iv) that Insight, its subsidiaries, corporate affiliates, their predecessors, successors, or assigns assert against Employee.

2. **Excluded Claims**. This arbitration agreement does not apply to or prevent:

- claims for worker's compensation benefits, state disability insurance, or unemployment insurance benefits; however, Claims asserting retaliation related to such benefits are covered Claims under Paragraph 1;
- claims for benefits under any employee benefit plan covered by the Employee Retirement Income Security Act;
- claims that applicable law expressly prohibits from being covered by an arbitration agreement;
- Employee from making a report to, filing a charge, or participating in an investigation with a federal, state, or local government agency, but after exhaustion of any such administrative procedures, any Claim asserted by Employee shall be resolved exclusively pursuant to the terms of this arbitration agreement; or
- either Party from seeking from a court of competent jurisdiction provisional or preliminary injunctive relief regarding Claims arising under or related to Section 4, 6, or 7 of this Agreement or Attachments B, C, and D; provided, however, regardless of whether such temporary relief is granted, the underlying merits of the Claims must still be resolved through the arbitration procedures contained in this Attachment.

3. **Class Action Waiver**. The Parties agree to pursue all Claims in arbitration on an individual basis only and not as part of a class or collective action. Insight and Employee waive any right for a Claim to be brought, heard, or decided as a class or collective action, and the arbitrator has no power or authority, without the express written consent of both Parties, to consolidate the Claims of other current or former employees or to otherwise preside over or hear a class, collective, or representative action.

4. **Arbitration Procedures**.

1.1 **Timeliness**. The Party asserting a claim must make an arbitration demand in writing upon the other Party within the legally applicable limitations period for filing the same claim in court. If the timely exhaustion of administrative remedies is a condition to

filing a lawsuit in court, then it is also a condition to pursuing such a claim in arbitration. The arbitrator will decide all issues of timeliness.

1.2 Arbitration Forum; Arbitrator Selection. The arbitration shall be conducted before a single, neutral arbitrator pursuant to the Employment Arbitration Rules of the AAA or similar procedures for JAMS if Employee works or worked for Insight in California. The current AAA rules may be found at www.adr.org/employment and the current JAMS employment arbitration rules may be found at www.jamsadr.com/rules-employment or either can be provided upon request to the Human Resources Department. Employee and Insight shall participate equally in the selection of the arbitrator. If agreement cannot be reached between the Parties, AAA or JAMS will be contacted for the purpose of securing an arbitrator. The arbitrator selected shall be a retired judge or an attorney with experience in the subject matter of the dispute. The arbitration will be held in the state where the Employee works or worked for Insight or as otherwise mutually agreed by the Parties.

1.3 Costs. Insight will initially be responsible for the administrative costs of the arbitration, including the arbitrator's fees, subject to: i) if Employee is asserting a Claim, a one-time payment by Employee toward those costs not to exceed the then-applicable filing fee in a court of competent jurisdiction where the arbitration is held; and ii) any subsequent award of costs by the arbitrator in accordance with applicable law. Each Party will be responsible for its own attorneys' fees and costs incurred in connection with the arbitration, if any, subject to any subsequent award by the arbitrator in accordance with applicable law.

1.4 Discovery; Motions; and Determination. The arbitrator shall have the authority to order such reasonable discovery to permit a full and fair exploration of the issues in dispute, consistent with the expedited and efficient nature of arbitration. The arbitrator may also allow for the hearing of any motions, including dispositive motions. Resolution of the dispute shall be based solely upon the law governing the Claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator may award any relief that would be legally available in a court of law. Awards shall include the arbitrator's written reasoned opinion. The decision of the arbitrator shall be final and binding, subject to review only under the circumstances set forth in the Federal Arbitration Act. A court of competent jurisdiction may enter judgment upon the decision of the arbitrator.

5. Waiver of Right to Trial by Jury. THE PARTIES UNDERSTAND THAT, BY ENTERING INTO THE AGREEMENT, BOTH THE EMPLOYEE AND INSIGHT GIVE UP THEIR RIGHTS TO BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN COURT AND TO HAVE A TRIAL BY JURY OF THOSE CLAIMS.

ATTACHMENT B

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 his or her 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.
 2. **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 have been provided to the Company previously during the onboarding process.
 3. **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.
 4. **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.
 5. **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
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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.

6. **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 him or her or with his or her 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.
 7. **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.
 8. **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.
 9. **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.
 10. **Use of Other Matters**. Employee covenants and agrees that if Employee uses his or her 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.
 11. **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.
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ATTACHMENT C
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;
- non-public 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 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 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 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 non-public planned product and services offerings; and
- Insight's non-public financial and accounting information less than three years old.

1.2 Confidential and Proprietary Information. Confidential and Proprietary Information means information that is a valuable, special, and unique asset of Insight. 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 years old;
-

- Insight's policy and systems manuals that are less than five years old, but not including readily available information provided to current or former employees such as employee handbooks, policies, and benefit plans;
- Insight's non-public benefits and compensation plans and strategies for supervisory employees that are less than three years old;
- Insight's employee recruiting plans and strategies less than three years old;
- legal files of or related to Insight;
- Insight's non-public funding, credit, investment, and lending policies, arrangements, or sources that are open or, if not open, less than three years old;
- Insight's advertising and promotional ideas and strategies less than three years old;
- Insight's market surveys and/or analyses that are less than three 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 his or her 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 five (5) years after Employee's termination from employment, or if the period of five (5) 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.

1.1 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.

1.2 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 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 D 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 information technology reseller, provider, or seller of information technology services, or any entity or person that is engaged in or is preparing to engage in any business which involves the sale, lease, license, or provision of computer hardware, software, peripheral, or other information technology products or services that Insight markets, sells, leases, licenses, or makes available to companies, businesses, non-profit organizations, governmental agencies or entities, educational institutions, or school districts.
 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 knowledge of: i) of Insight's 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 or employees, including, but not limited to, the states in which Insight's Clients are located and in which Employee provided services, sold or leased goods or services, or otherwise performed work during the 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 Clients 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 join a Competing Business; or iii) otherwise interfering with the individual's employment relationship with Insight.

7. **Specified Duration.** For the non-competition covenant in the 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 months (15) 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-solicitations 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 fifteen (15) months following the termination of Employee's employment.

SUBSIDIARIES OF THE REGISTRANT

SUBSIDIARY

3683371 Canada, Inc.
 Action Computer Supplies Limited
 Action Ltd.
 BlueMetal Architects, Inc.
 Calence, LLC
 Cardinal Solutions Group, Inc.
 Computers by Post Limited
 Datalink Holding LLC
 Datalink Nevada LLC
 Docufile Limited
 DSI Data Systems International Limited
 En Pointe Technology Sales, LLC
 Fraser Associates PLC
 Ignia Pty Ltd
 Insight Australia Holdings Pty Ltd
 Insight Canada Holdings, Inc.
 Insight Canada Inc.
 Insight Consulting Services, LLC
 Insight Data Technologies Ltd
 Insight Deutschland GmbH & Ko KG
 Insight Development Corp Limited
 Insight Direct (GB) Limited
 Insight Direct (UK) Limited
 Insight Direct Canada, Inc.
 Insight Direct Services Limited
 Insight Direct USA, Inc.
 Insight Direct Worldwide, Inc.
 Insight Enterprises Australia Pty Limited
 Insight Enterprises BV
 Insight Enterprises CV
 Insight Enterprises UK, Ltd.
 Insight Enterprises, Inc.
 Insight Enterprises Holdings BV
 Insight Enterprises Hong Kong
 Insight Enterprises Netherlands BV
 Insight Enterprises (NZ) Limited
 Insight Enterprises (Shanghai) Co. Ltd
 Insight Holding (Deutschland) GmbH
 Insight Marketing GmbH
 Insight Networking Solutions Ltd
 Insight North America, Inc.

STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION

Canada
 United Kingdom
 United Kingdom
 Delaware
 Delaware
 Ohio
 United Kingdom
 California
 Nevada
 Nevada
 United Kingdom
 United Kingdom
 Delaware
 United Kingdom
 Australia
 Australia
 Arizona
 Ontario
 Arizona
 Ireland
 Germany
 United Kingdom
 United Kingdom
 United Kingdom
 Canada
 United Kingdom
 Illinois
 Arizona
 Australia
 Australia
 Netherlands
 Netherlands
 United Kingdom
 Delaware
 Netherlands
 Netherlands
 Hong Kong
 Netherlands
 New Zealand
 China
 Germany
 Germany
 United Kingdom
 Arizona

Insight Physical Security Solutions, LLC (fka Calence Physical Security Solutions, LLC)	Arizona
Insight Public Sector, Inc.	Illinois
Insight Receivables Holding, LLC	Illinois
Insight Receivables, LLC	Illinois
Insight Stadium Services, LLC	Arizona
Insight Technology Solutions AB	Sweden
Insight Technology Solutions AG	Switzerland
Insight Technology Solutions ApS	Denmark
Insight Technology Solutions GmbH	Austria
Insight Technology Solutions GmbH	Germany
Insight Technology Solutions, Inc.	Delaware
Insight Technology Solutions,LLC.	Belgium
Insight Technology Solutions Oy	Finland
Insight Technology Solutions Pte Ltd	Singapore
Insight Technology Solutions SAS	France
Insight Technology Solutions S.L.	Spain
Insight Technology Solutions SRL	Italy
Insight Technology Solutions s.r.o.	Czech Republic
Insight UK Acquisitions Limited	United Kingdom
Interconnect Network Systems Ltd	United Kingdom
M2 Marketplace, Inc.	Delaware
Minx Limited	United Kingdom
MV Sub, Inc.	Minnesota
OnSale Holdings, Inc.	Illinois
PC Wholesale Ltd	United Kingdom
PCM, Inc.	Delaware
Insight Direct Philippines, LLC (fka PCM BPO, LLC)	Delaware
PCM Logistics, LLC	Delaware
PCM PK (Private) Limited	Pakistan
TigerDirect, LLC (fka PCM Sales, LLC)	Delaware
PCM Sales Canada, Inc.	Quebec
Insight Direct India LLP (fka PCM Technology Solutions India Limited Liability Partnership)	India
PCM Technology Solutions UK, Ltd	United Kingdom
PCMG, Inc.	Delaware
Provista Technology Services Limited	United Kingdom
Provista UK Limited	United Kingdom
Pulse Building Limited	United Kingdom
Software Spectrum Holdings Limited	United Kingdom
Software Spectrum (UK) Limited	United Kingdom
Software Spectrum Services BV	Netherlands
SSI Britain Limited	United Kingdom
Stack Data Solutions, LTD	United Kingdom
Stack Technology Holdings, LTD.	United Kingdom
Stack Telecommunications Solutions, LTD	United Kingdom
STI Acquisition	Minnesota

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Insight Enterprises, Inc.:

We consent to the incorporation by reference in the registration statement Nos. 333-238543 and 333-176021 on Form S-8 of Insight Enterprises, Inc. of our reports dated February 18, 2022, with respect to the consolidated financial statements of Insight Enterprises, Inc. and the effectiveness of internal control over financial reporting which reports appear in the Form 10-K of Insight Enterprises, Inc. dated February 18, 2022.

/s/ KPMG LLP

Phoenix, Arizona
February 18, 2022

Exhibit 24.1

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Joyce A. Mullen, Glynis A. Bryan and Samuel C. Cowley his true and lawful attorneys-in-fact and agents, for him, and in his name, place and stead, in any and all capacities (i) to sign the Insight Enterprises, Inc. Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and any and all amendments thereto and (ii) to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of this 10th day of February, 2022.

/s/ Timothy A. Crown
Timothy A. Crown

Exhibit 24.2

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Joyce A. Mullen, Glynis A. Bryan, and Samuel C. Cowley his true and lawful attorneys-in-fact and agents, for him, and in his name, place, and stead, in any and all capacities (i) to sign the Insight Enterprises, Inc. Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and any and all amendments thereto and (ii) to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of this 10th day of February, 2022.

/s/ Richard E. Allen
Richard E. Allen

Exhibit 24.3

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Joyce A. Mullen, Glynis A. Bryan, and Samuel C. Cowley his true and lawful attorneys-in-fact and agents, for him, and in his name, place, and stead, in any and all capacities (i) to sign the Insight Enterprises, Inc. Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and any and all amendments thereto and (ii) to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of this 10th day of February, 2022.

/s/ Bruce W. Armstrong
Bruce W. Armstrong

Exhibit 24.4

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Joyce A. Mullen, Glynis A. Bryan, and Samuel C. Cowley her true and lawful attorneys-in-fact and agents, for her, and in her name, place, and stead, in any and all capacities (i) to sign the Insight Enterprises, Inc. Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and any and all amendments thereto and (ii) to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of this 10th day of February, 2022.

/s/ Linda M. Breard
Linda M. Breard

Exhibit 24.5

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Joyce A. Mullen, Glynis A. Bryan, and Samuel C. Cowley her true and lawful attorneys-in-fact and agents, for her, and in her name, place, and stead, in any and all capacities (i) to sign the Insight Enterprises, Inc. Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and any and all amendments thereto and (ii) to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of this 14th day of February, 2022.

/s/ Catherine Courage
Catherine Courage

Exhibit 24.6

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Joyce A. Mullen, Glynis A. Bryan, and Samuel C. Cowley his true and lawful attorneys-in-fact and agents, for him, and in his name, place, and stead, in any and all capacities (i) to sign the Insight Enterprises, Inc. Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and any and all amendments thereto and (ii) to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of this 9th day of February, 2022.

/s/ Anthony A. Ibarguen
Anthony A. Ibarguen

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Joyce A. Mullen, Glynis A. Bryan, and Samuel C. Cowley her true and lawful attorneys-in-fact and agents, for her, and in her name, place, and stead, in any and all capacities (i) to sign the Insight Enterprises, Inc. Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and any and all amendments thereto and (ii) to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of this 14th day of February, 2022.

/s/ Kathleen S. Pushor
Kathleen S. Pushor

Exhibit 24.8

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Joyce A. Mullen, Glynis A. Bryan, and Samuel C. Cowley his true and lawful attorneys-in-fact and agents, for his, and in his name, place, and stead, in any and all capacities (i) to sign the Insight Enterprises, Inc. Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and any and all amendments thereto and (ii) to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of this 14th day of February, 2022.

/s/ Girish Rishi
Girish Rishi

Exhibit 24.9

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Joyce A. Mullen, Glynis A. Bryan and Samuel C. Cowley his true and lawful attorneys-in-fact and agents, for him, and in his name, place and stead, in any and all capacities (i) to sign the Insight Enterprises, Inc. Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and any and all amendments thereto and (ii) to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of this 11th day of February, 2022.

/s/ Alexander L. Baum
Alexander L. Baum

CERTIFICATION

I, Joyce A. Mullen, certify that:

1. I have reviewed this Annual Report on Form 10-K 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: February 18, 2022

By: /s/ Joyce A. Mullen

Joyce A. Mullen
Chief Executive Officer

CERTIFICATION

I, Glynis A. Bryan, certify that:

1. I have reviewed this Annual Report on Form 10-K 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: February 18, 2022

By: /s/ Glynis A. Bryan

Glynis A. Bryan
Chief Financial Officer

