

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-Q**

(Mark One)

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

For the quarterly period ended: **June 30, 2022**

OR

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

For the transition period from _____ to _____

Commission File Number: **0-25092**



INSIGHT ENTERPRISES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

86-0766246

(I.R.S. Employer
Identification Number)

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

Not Applicable

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

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

Title of each class
Common stock, par value \$0.01

Trading Symbol
NSIT

Name of each exchange on which registered
The NASDAQ Global Select Market

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

Yes ☒

No ☐

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

Yes ☒

No ☐

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

Large accelerated filer

☒

Non-accelerated filer

☐

Accelerated filer

☐

Smaller reporting company

☐

Emerging growth company

☐

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

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

Yes ☐

No ☒

The number of shares outstanding of the issuer's common stock as of July 29, 2022 was 35,094,892.

INSIGHT ENTERPRISES, INC.
QUARTERLY REPORT ON FORM 10-Q
Three Months Ended June 30, 2022

TABLE OF CONTENTS

	Page
PART I -	
<u>Financial Information</u>	
Item 1 – <u>Financial Statements:</u>	
<u>Consolidated Balance Sheets (unaudited) – June 30, 2022 and December 31, 2021</u>	1
<u>Consolidated Statements of Operations (unaudited) – Three and Six Months Ended June 30, 2022 and 2021</u>	2
<u>Consolidated Statements of Comprehensive Income (unaudited) – Three and Six Months Ended June 30, 2022 and 2021</u>	2
<u>Consolidated Statements of Stockholders' Equity (unaudited) – Three and Six Months Ended June 30, 2022 and 2021</u>	4
<u>Consolidated Statements of Cash Flows (unaudited) – Six Months Ended June 30, 2022 and 2021</u>	5
<u>Notes to Consolidated Financial Statements (unaudited)</u>	6
Item 2 – <u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	22
Item 3 – <u>Quantitative and Qualitative Disclosures About Market Risk</u>	37
Item 4 – <u>Controls and Procedures</u>	37
PART II -	
<u>Other Information</u>	38
Item 1 – <u>Legal Proceedings</u>	38
Item 1A – <u>Risk Factors</u>	38
Item 2 – <u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	40
Item 3 – <u>Defaults Upon Senior Securities</u>	40
Item 4 – <u>Mine Safety Disclosures</u>	40
Item 5 – <u>Other Information</u>	40
Item 6 – <u>Exhibits</u>	41
<u>Signatures</u>	42

INSIGHT ENTERPRISES, INC.**FORWARD-LOOKING INFORMATION**

References to “the Company,” “Insight,” “we,” “us,” “our” and other similar words refer to Insight Enterprises, Inc. and its consolidated subsidiaries, unless the context suggests otherwise. Certain statements in this Quarterly Report on Form 10-Q, including statements in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part I, Item 2 of this report, are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may include: projections of, and matters that affect, net sales, gross profit, gross margin, operating expenses, earnings from operations, non-operating income and expenses, net earnings or cash flows, cash needs and the payment of accrued expenses and liabilities; our future responses to and the potential impact of coronavirus strain COVID-19 (“COVID-19”) on our Company; our expectations regarding current supply constraints, including our belief that supply constraints and extended lead times for certain products could impact results into the second half of 2022 and into 2023; our expectations of growth in net sales in 2022 compared to 2021; our anticipation that we may experience growth in networking and infrastructure products as we progress through the second half of the year but that overall hardware growth could slow in the second half of 2022 in North America; 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 the Company’s Annual Report on Form 10-K for the year ended December 31, 2021 and in “Risk Factors” in Part II, Item 1A of this report:

- actions of our competitors, including manufacturers and publishers of products we sell;
 - our reliance on our partners for product availability, competitive products to sell and marketing funds and purchasing incentives, which can 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
-

INSIGHT ENTERPRISES, INC.

- 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 including the possibility of a recession or as a result of Russia's invasion of Ukraine;
- changes in the IT industry and/or rapid changes in technology;
- supply constraints for hardware, including devices, and the potential impact on our inventory management and warehouse operations of the easing of these constraints;
- 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;
- 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 the possibility of decreased availability of funds under our financing facilities;
- possible significant fluctuations in our future operating results as well as seasonality and variability in client demands;
- 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.

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

PART I - FINANCIAL INFORMATION
Item 1. Financial Statements.

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

	June 30, 2022	December 31, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 137,529	\$ 103,840
Accounts receivable, net of allowance for doubtful accounts of \$15,463 and \$16,941, respectively	3,610,449	2,936,732
Inventories	377,059	328,101
Other current assets	275,967	199,638
Total current assets	4,401,004	\$ 3,568,311
Property and equipment, net of accumulated depreciation and amortization of \$223,218 and \$233,786, respectively	199,617	176,263
Goodwill	495,457	428,346
Intangible assets, net of accumulated amortization of \$125,902 and \$110,909, respectively	224,926	214,788
Other assets	283,319	301,372
	<u>\$ 5,604,323</u>	<u>\$ 4,689,080</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable—trade	\$ 1,945,260	\$ 1,779,854
Accounts payable—inventory financing facilities	248,315	311,878
Accrued expenses and other current liabilities	429,395	423,489
Current portion of long-term debt	345,945	36
Total current liabilities	2,968,915	2,515,257
Long-term debt	718,708	361,570
Deferred income taxes	39,479	47,073
Other liabilities	264,124	255,953
	<u>3,991,226</u>	<u>3,179,853</u>
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$0.01 par value, 3,000 shares authorized; no shares issued	—	—
Common stock, \$0.01 par value, 100,000 shares authorized; 35,093 shares at June 30, 2022 and 34,897 shares at December 31, 2021 issued and outstanding	351	349
Additional paid-in capital	327,282	368,282
Retained earnings	1,331,294	1,167,690
Accumulated other comprehensive loss – foreign currency translation adjustments	(45,830)	(27,094)
Total stockholders' equity	<u>1,613,097</u>	<u>1,509,227</u>
	<u>\$ 5,604,323</u>	<u>\$ 4,689,080</u>

See accompanying notes to consolidated financial statements.

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Net sales:				
Products	\$ 2,349,242	\$ 1,889,178	\$ 4,659,529	\$ 3,782,198
Services	394,135	340,323	734,698	640,371
Total net sales	2,743,377	2,229,501	5,394,227	4,422,569
Costs of goods sold:				
Products	2,135,895	1,715,729	4,243,104	3,436,987
Services	169,593	147,089	334,373	287,425
Total costs of goods sold	2,305,488	1,862,818	4,577,477	3,724,412
Gross profit:				
Products	213,347	173,449	416,425	345,211
Services	224,542	193,234	400,325	352,946
Gross profit	437,889	366,683	816,750	698,157
Operating expenses:				
Selling and administrative expenses	306,001	277,087	603,641	548,277
Severance and restructuring expenses, net	692	1,127	2,064	(5,613)
Acquisition and integration related expenses	1,640	—	1,640	—
Earnings from operations	129,556	88,469	209,405	155,493
Non-operating (income) expense:				
Interest expense, net	9,383	9,583	17,451	19,552
Other expense (income), net	312	346	(2,531)	734
Earnings before income taxes	119,861	78,540	194,485	135,207
Income tax expense	30,677	19,979	48,670	33,478
Net earnings	\$ 89,184	\$ 58,561	\$ 145,815	\$ 101,729
Net earnings per share:				
Basic	\$ 2.54	\$ 1.67	\$ 4.16	\$ 2.89
Diluted	\$ 2.42	\$ 1.58	\$ 3.95	\$ 2.76
Shares used in per share calculations:				
Basic	35,083	35,097	35,028	35,148
Diluted	36,821	37,135	36,901	36,917

See accompanying notes to consolidated financial statements.

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Net earnings	\$ 89,184	\$ 58,561	\$ 145,815	\$ 101,729
Other comprehensive (loss) income, net of tax:				
Foreign currency translation adjustments	(20,601)	5,528	(18,736)	5,448
Total comprehensive income	<u>\$ 68,583</u>	<u>\$ 64,089</u>	<u>\$ 127,079</u>	<u>\$ 107,177</u>

See accompanying notes to consolidated financial statements.

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

	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Stockholders' Equity
	Shares	Par Value	Shares	Amount				
Balances at March 31, 2022	35,072	\$ 351	—	\$ —	\$ 321,959	\$ (25,229)	\$ 1,242,110	\$ 1,539,191
Issuance of common stock under employee stock plans, net of shares withheld for payroll taxes	21	—	—	—	(104)	—	—	(104)
Stock-based compensation expense	—	—	—	—	5,427	—	—	5,427
Foreign currency translation adjustments, net of tax	—	—	—	—	—	(20,601)	—	(20,601)
Net earnings	—	—	—	—	—	—	89,184	89,184
Balances at June 30, 2022	35,093	\$ 351	—	\$ —	\$ 327,282	\$ (45,830)	\$ 1,331,294	\$ 1,613,097
Balances at March 31, 2021	35,320	\$ 353	—	\$ —	\$ 361,935	\$ (15,535)	\$ 1,036,413	\$ 1,383,166
Issuance of common stock under employee stock plans, net of shares withheld for payroll taxes	22	—	—	—	(87)	—	—	(87)
Stock-based compensation expense	—	—	—	—	4,659	—	—	4,659
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	—	—	—	—	—	5,528	—	5,528
Net earnings	—	—	—	—	—	—	58,561	58,561
Balances at June 30, 2021	34,845	\$ 348	—	\$ —	\$ 361,412	\$ (10,007)	\$ 1,050,074	\$ 1,401,827
Balances at December 31, 2021	34,897	\$ 349	—	\$ —	\$ 368,282	\$ (27,094)	\$ 1,167,690	\$ 1,509,227
Cumulative effect of accounting change	—	—	—	—	(44,731)	—	17,789	(26,942)
Issuance of common stock under employee stock plans, net of shares withheld for payroll taxes	196	2	—	—	(6,703)	—	—	(6,701)
Stock-based compensation expense	—	—	—	—	10,434	—	—	10,434
Foreign currency translation adjustments, net of tax	—	—	—	—	—	(18,736)	—	(18,736)
Net earnings	—	—	—	—	—	—	145,815	145,815
Balances at June 30, 2022	35,093	\$ 351	—	\$ —	\$ 327,282	\$ (45,830)	\$ 1,331,294	\$ 1,613,097
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	239	2	—	—	(7,156)	—	—	(7,154)
Stock-based compensation expense	—	—	—	—	9,375	—	—	9,375
Cumulative effect of accounting change	—	—	—	—	—	—	—	—
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	—	—	—	—	—	5,448	—	5,448
Net earnings	—	—	—	—	—	—	101,729	101,729
Balances at June 30, 2021	34,845	\$ 348	—	\$ —	\$ 361,412	\$ (10,007)	\$ 1,050,074	\$ 1,401,827

See accompanying notes to consolidated financial statements.

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

	Six Months Ended June 30,	
	2022	2021
Cash flows from operating activities:		
Net earnings	\$ 145,815	\$ 101,729
Adjustments to reconcile net earnings to net cash (used in) provided by operating activities:		
Depreciation and amortization	26,769	28,498
Provision for losses on accounts receivable	2,743	3,838
Non-cash stock-based compensation	10,434	9,375
Deferred income taxes	(575)	1,815
Amortization of debt discount and issuance costs	3,268	8,375
Other adjustments	1,810	(5,308)
Changes in assets and liabilities:		
Increase in accounts receivable	(734,971)	(362,109)
Increase in inventories	(56,811)	(31,072)
Increase in other assets	(53,802)	(8,282)
Increase in accounts payable	223,198	294,860
Decrease in accrued expenses and other liabilities	(9,875)	(36,532)
Net cash (used in) provided by operating activities:	(441,997)	5,187
Cash flows from investing activities:		
Proceeds from sale of assets	1,350	27,211
Purchases of property and equipment	(47,256)	(16,837)
Acquisitions, net of cash and cash equivalents acquired	(68,248)	—
Net cash (used in) provided by investing activities:	(114,154)	10,374
Cash flows from financing activities:		
Borrowings on ABL revolving credit facility	2,592,440	1,838,680
Repayments on ABL revolving credit facility	(1,924,965)	(1,798,680)
Net repayments under inventory financing facilities	(62,119)	(17,538)
Repurchases of common stock	—	(50,000)
Other payments	(6,938)	(7,944)
Net cash provided by (used in) financing activities:	598,418	(35,482)
Foreign currency exchange effect on cash, cash equivalents and restricted cash balances	(8,606)	(594)
Increase (decrease) in cash, cash equivalents and restricted cash	33,661	(20,515)
Cash, cash equivalents and restricted cash at beginning of period	105,977	130,582
Cash, cash equivalents and restricted cash at end of period	\$ 139,638	\$ 110,067

See accompanying notes to consolidated financial statements.

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

1. Basis of Presentation and Recently Issued Accounting Standards

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 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.

In the opinion of management, the accompanying unaudited consolidated financial statements contain all adjustments necessary to present fairly our financial position as of June 30, 2022 and our results of operations for the three and six months ended June 30, 2022 and 2021 and cash flows for the six months ended June 30, 2022 and 2021. The consolidated balance sheet as of December 31, 2021 was derived from the audited consolidated balance sheet at such date. The accompanying unaudited consolidated financial statements and notes have been prepared in accordance with the rules and regulations promulgated by the SEC and consequently do not include all of the disclosures normally required by United States generally accepted accounting principles ("GAAP").

The results of operations for interim periods are not necessarily indicative of results for the full year, due in part to the seasonal nature of our business. These unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements, including the related notes thereto, in our Annual Report on Form 10-K for the year ended December 31, 2021.

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

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Additionally, these estimates and assumptions affect the reported amounts of net sales and expenses during the reporting period. Actual results could differ from those estimates. On an ongoing basis, we evaluate our estimates, including those related to sales recognition, anticipated achievement levels under partner funding programs, assumptions related to stock-based compensation valuation, allowances for doubtful accounts, 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.

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

Recently Issued Accounting Standards

In August 2020, the FASB issued 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 was effective for fiscal years beginning after December 15, 2021, and can be adopted on either a fully retrospective or modified retrospective basis.

The Company adopted this standard effective January 1, 2022, using the modified retrospective approach. Therefore, financial statements for the three and six months ended June 30, 2022 are presented under the new standard, while the comparative period is not adjusted and is reported in accordance with the Company's old method of accounting. The adoption of ASU 2020-06 significantly impacts our consolidated statements of operations and consolidated balance sheets as we no longer report accreted interest on the Notes and the full par value of the Notes is reflected as debt. The cumulative effect adjustment from prior periods that we recognized in our consolidated balance sheet as adjustments to reduce additional paid in capital and increase retained earnings were \$44,731,000 and \$17,789,000, respectively. Had we followed the old method of accounting for the three months ended June 30, 2022, reported basic and diluted net earnings per share "EPS" would decrease by \$0.06 and \$0.05, respectively, from \$2.54 and \$2.42, respectively, to \$2.48 and \$2.37, respectively. For the six months ended June 30, 2022, both reported basic and diluted EPS would decrease by \$0.11, respectively, from \$4.16 and \$3.95, respectively, to \$4.05 and \$3.84, respectively.

There have been no other material changes in or additions to the recently issued accounting standards as previously reported in Note 1 to our Consolidated Financial Statements in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2021 that affect or may affect our current financial statements.

2. Receivables, Contract Liabilities and Performance Obligations

The following table provides information about receivables and contract liabilities as of June 30, 2022 and December 31, 2021 (in thousands):

	June 30, 2022	December 31, 2021
Current receivables, which are included in "Accounts receivable, net"	\$ 3,610,449	\$ 2,936,732
Non-current receivables, which are included in "Other assets"	138,391	147,139
Contract liabilities, which are included in "Accrued expenses and other current liabilities" and "Other liabilities"	110,841	116,067

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

Changes in the contract liabilities balances during the six months ended June 30, 2022 are as follows (in thousands):

	Increase (Decrease)
	Contract Liabilities
Balances at December 31, 2021	\$ 116,067
Reclassification of the beginning contract liabilities to revenue, as the result of performance obligations satisfied	(55,380)
Cash received in advance and not recognized as revenue	50,154
Balances at June 30, 2022	\$ 110,841

During the six months ended June 30, 2021, the Company recognized revenue of \$53,771,000 related to its contract liabilities.

The following table includes estimated net sales related to performance obligations that are unsatisfied (or partially unsatisfied) as of June 30, 2022 that are expected to be recognized in the future (in thousands):

	Services
Remainder of 2022	\$ 89,639
2023	63,203
2024	29,558
2025 and thereafter	18,655
Total remaining performance obligations	\$ 201,055

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 durations 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 June 30, 2022 and do not disclose information about related remaining performance obligations in the table above. Our time and material contracts have an average expected duration of 22 months.

The majority of our 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, in the table above.

3. Assets Held for Sale

During the six months ended June 30, 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. We used the proceeds from the sales to ready our property in Chandler, Arizona to be used as our global corporate headquarters.

4. Net Earnings Per Share

Basic EPS is computed by dividing net earnings available to common stockholders by the weighted average number of common shares outstanding during each period. Diluted EPS is

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

computed on the basis of the weighted average number of shares of common stock plus the effect of dilutive potential common shares outstanding during the period using the treasury stock method. Dilutive potential common shares include outstanding restricted stock units ("RSUs") and certain shares underlying the Notes. A reconciliation of the denominators of the basic and diluted EPS calculations follows (in thousands, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Numerator:				
Net earnings	\$ 89,184	\$ 58,561	\$ 145,815	\$ 101,729
Denominator:				
Weighted average shares used to compute basic EPS	35,083	35,097	35,028	35,148
Dilutive potential common shares due to dilutive RSUs, net of tax effect	199	378	265	420
Dilutive potential common shares due to the Notes	1,539	1,660	1,608	1,349
Weighted average shares used to compute diluted EPS	36,821	37,135	36,901	36,917
Net earnings per share:				
Basic	\$ 2.54	\$ 1.67	\$ 4.16	\$ 2.89
Diluted	\$ 2.42	\$ 1.58	\$ 3.95	\$ 2.76

For the three and six months ended June 30, 2022, 38,000 and 26,000, respectively, of our RSUs were excluded from the diluted EPS calculations because their inclusion would have been anti-dilutive. Certain potential outstanding shares from the warrants relating to the Call Spread Transactions were excluded from the diluted EPS calculations because their inclusion would have been anti-dilutive. For the three and six months ended June 30, 2021, 200 and 100, respectively, of our RSUs were excluded from the diluted EPS calculations and certain potential outstanding shares from the warrants were excluded from the diluted EPS calculations because their inclusion would have been anti-dilutive.

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

Debt

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

	June 30, 2022	December 31, 2021
ABL revolving credit facility	\$ 718,225	\$ 53,000
Convertible senior notes due 2025	345,305	308,543
Finance leases and other financing obligations	1,123	63
Total	1,064,653	361,606
Less: current portion of long-term debt	(345,945)	(36)
Long-term debt	\$ 718,708	\$ 361,570

Our senior secured revolving credit facility (the "ABL facility"), 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. From time to time and at our option, we may request to increase the aggregate

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

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 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. The ABL facility matures on August 30, 2024. As of June 30, 2022, eligible accounts receivable and inventory were sufficient to permit access to the full \$1,200,000,000 facility amount, of which \$718,225,000 was outstanding.

The ABL facility contains customary affirmative and negative covenants and events of default. If a default occurs (subject to customary grace periods and materiality thresholds) under the credit agreement, certain actions may be taken, including, but not limited to, possible termination of commitments and required payment of all outstanding principal amounts plus accrued interest and fees payable under the credit agreement.

On July 22, 2022 we entered into an amendment to the ABL facility to expand the facility and extend the maturity date as disclosed in footnote 11.

Convertible Senior Notes due 2025

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.

Holders 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 (the "market price trigger"); (2) during the five business day period after any five day consecutive trading day period (the "measurement period") in which the trading price per \$1,000 principal amount of Notes for each trading day of the measurement period was less than 98% of 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.

The Notes exceeded the market price trigger of \$88.82 in the second quarter of 2022 making the Notes convertible at the option of the holders through September 30, 2022. All of the Notes remain outstanding at June 30, 2022. The Notes are convertible at the option of the holders at June 30, 2022 and, if exercised, we are required to settle the principal amount of the Notes in cash. As such, the Notes balance net of unamortized debt issuance costs are classified as current. If the Notes continue to exceed the market price trigger in future periods, they will remain convertible at the option of the holders, and the principal amount will continue to be classified as current.

Upon conversion, we will pay or deliver cash equal to the principal amount of the Notes, plus shares of our common stock for any additional amounts due. The conversion rate will

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

initially be 14.6376 shares of common stock per \$1,000 principal amount of the 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 June 30, 2022, 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.

The Notes are subject to certain customary events of default and acceleration clauses. As of June 30, 2022, no such events have occurred.

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

	June 30, 2022	December 31, 2021
Liability:		
Principal	\$ 350,000	\$ 350,000
Less: debt discount and issuance costs, net of accumulated accretion	(4,695)	(41,457)
Net carrying amount	\$ 345,305	\$ 308,543
Equity, net of deferred tax	\$ —	\$ 44,731

As a result of our adoption of ASU 2020-06, effective January 1, 2022, we no longer reflect any debt discount on the Notes in our consolidated balance sheet, nor do 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.

The remaining life of the debt issuance cost accretion is approximately 2.62 years. The effective interest rate on the principal of the Notes is 0.750%.

Interest expense resulting from the Notes reported within the consolidated statement of operations for the three and six months ended June 30, 2022 is made up of contractual coupon interest and amortization of debt issuance costs. Interest expense resulting from the Notes reported within the consolidated statement of operations for the three and six months ended June 30, 2021 is made up of contractual coupon interest, amortization of debt discount and amortization of debt issuance costs.

Convertible Note Hedge and Warrant Transaction

In connection with the issuance of the Notes, we entered into the Call Spread Transactions with respect to the Company's common stock.

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

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.

Inventory Financing Facilities

We have an unsecured inventory financing facility with MUFG Bank Ltd ("MUFG") for \$280,000,000. During the first quarter of 2022, we increased our maximum availability under our unsecured inventory financing facility with PNC Bank, N.A. ("PNC") from \$300,000,000 to \$375,000,000, including the \$25,000,000 facility in Canada (the "Canada facility"). We also increased our unsecured inventory financing facility with Wells Fargo in EMEA (the "EMEA facility") to \$50,000,000. The inventory financing facilities will remain in effect until they are terminated by any of the parties. If balances are not paid within stated vendor terms, 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. The PNC facility allows for an alternative rate to be identified if LIBOR is no longer available. Amounts outstanding under these facilities are classified separately as accounts payable – inventory financing facilities in the accompanying consolidated balance sheets and within cash flows from financing activities in the accompanying consolidated statements of cash flows.

As of June 30, 2022, our combined inventory financing facilities had a total maximum capacity of \$705,000,000, of which \$248,315,000 was outstanding.

6. Income Taxes

Our effective tax rates for the three and six months ended June 30, 2022 were 25.6% and 25.0%, respectively. Our effective tax rates were higher than the United States federal statutory rate of 21.0% due primarily to state income taxes and higher taxes on earnings in foreign jurisdictions, partially offset by tax benefits related to research and development activities.

Our effective tax rates for the three and six months ended June 30, 2021 were 25.4% and 24.8%, respectively. For the three months ended June 30, 2021, our effective tax rate was higher than the United States federal statutory rate of 21.0% due primarily to state income taxes and higher taxes on earnings in foreign jurisdictions, partially offset by tax benefits related to research and development activities. For the six months ended June 30, 2021 our effective tax rate was higher than the United States federal statutory rate of 21.0% due primarily to state income taxes and higher taxes on earnings in foreign jurisdictions, partially offset by excess tax benefits on the settlement of employee share based compensation and tax benefits related to research and development activities.

As of June 30, 2022 and December 31, 2021, we had approximately \$14,412,000 and \$12,664,000, respectively, of unrecognized tax benefits. Of these amounts, approximately \$1,559,000 and \$1,250,000, respectively, related to accrued interest. In the future, if recognized, the liability associated with uncertain tax positions would affect our effective tax rate.

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

We do not believe there will be any changes to our unrecognized tax benefits 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 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.

7. Share Repurchase Program

On February 26, 2020, we announced that our Board of Directors had authorized the repurchase of up to \$50,000,000 of our common stock. On May 6, 2021, we announced that our Board of Directors had authorized the repurchase of up to \$125,000,000 of our common stock, including the \$25,000,000 that remained available from the February 2020 authorization. As of June 30, 2022, approximately \$75,000,000 remained available for repurchases under this 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 amount of shares purchased and the timing of the purchases will be based on market conditions, working capital requirements, general business conditions and other factors. We intend to retire the repurchased shares.

During the six months ended June 30, 2022, we did not repurchase any shares of our common stock. During the six months ended June 30, 2021, we repurchased 497,243 shares of our common stock on the open market at a total cost of \$49,999,979 (an average price of \$100.55 per share).

8. Commitments and Contingencies

Contractual

In the ordinary course of business, we issue performance bonds to secure our performance under certain contracts or state tax requirements. As of June 30, 2022, we had approximately \$27,348,000 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 June 30, 2022. 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 severance plans covering, certain officers and management teammates under which severance payments would become payable in the event of specified terminations without cause or terminations under certain circumstances after a change in control. In addition, vesting of outstanding nonvested RSUs would accelerate following a change in control. If severance payments under the current employment agreements or plan payments were to become payable, the severance payments would generally range from three to twenty-four months of salary.

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

Indemnifications

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

Management believes that payments, if any, related to these indemnifications are not probable at June 30, 2022. Accordingly, we have not accrued any liabilities related to such indemnifications in our consolidated financial statements.

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

Contingencies Related to Third-Party Review

From time to time, we are subject to potential claims and assessments from third parties. We are also subject to various governmental, client and partner audits. We continually assess whether or not such claims have merit and warrant accrual. Where appropriate, we accrue estimates of anticipated liabilities in the 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 required. If accruals are not required, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

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

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

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 has rejected and vigorously responded to those claims and is pursuing 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.

9. Segment Information

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

In the following table, revenue is disaggregated by our reportable operating segments, which are primarily defined by their related geographies, as well as by major product offering, by major client group and by recognition on either a gross basis as a principal in the arrangement, or on a net basis as an agent, for the three and six months ended June 30, 2022 and 2021 (in thousands):

	Three Months Ended June 30, 2022			
	North America	EMEA	APAC	Consolidated
Major Offerings				
Hardware	\$ 1,559,474	\$ 155,384	\$ 16,258	\$ 1,731,116
Software	377,007	212,997	28,122	618,126
Services	310,963	57,950	25,222	394,135
	<u>\$ 2,247,444</u>	<u>\$ 426,331</u>	<u>\$ 69,602</u>	<u>\$ 2,743,377</u>
Major Client Groups				
Large Enterprise / Corporate	\$ 1,597,988	\$ 306,389	\$ 31,430	\$ 1,935,807
Commercial	448,974	19,312	17,452	485,738
Public Sector	200,482	100,630	20,720	321,832
	<u>\$ 2,247,444</u>	<u>\$ 426,331</u>	<u>\$ 69,602</u>	<u>\$ 2,743,377</u>
Revenue Recognition based on acting as Principal or Agent in the Transaction				
Gross revenue recognition (Principal)	\$ 2,126,656	\$ 389,421	\$ 58,927	\$ 2,575,004
Net revenue recognition (Agent)	120,788	36,910	10,675	168,373
	<u>\$ 2,247,444</u>	<u>\$ 426,331</u>	<u>\$ 69,602</u>	<u>\$ 2,743,377</u>

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

Three Months Ended June 30, 2021				
	North America	EMEA	APAC	Consolidated
Major Offerings				
Hardware	\$ 1,168,770	\$ 170,406	\$ 11,768	\$ 1,350,944
Software	331,809	184,986	21,439	538,234
Services	259,050	61,982	19,291	340,323
	<u>\$ 1,759,629</u>	<u>\$ 417,374</u>	<u>\$ 52,498</u>	<u>\$ 2,229,501</u>
Major Client Groups				
Large Enterprise / Corporate	\$ 1,219,953	\$ 297,677	\$ 25,663	\$ 1,543,293
Commercial	362,744	17,166	16,110	396,020
Public Sector	176,932	102,531	10,725	290,188
	<u>\$ 1,759,629</u>	<u>\$ 417,374</u>	<u>\$ 52,498</u>	<u>\$ 2,229,501</u>
Revenue Recognition based on acting as Principal or Agent in the Transaction				
Gross revenue recognition (Principal)	\$ 1,661,386	\$ 380,325	\$ 44,835	\$ 2,086,546
Net revenue recognition (Agent)	98,243	37,049	7,663	142,955
	<u>\$ 1,759,629</u>	<u>\$ 417,374</u>	<u>\$ 52,498</u>	<u>\$ 2,229,501</u>

Six Months Ended June 30, 2022				
	North America	EMEA	APAC	Consolidated
Major Offerings				
Hardware	\$ 3,010,793	\$ 366,007	\$ 27,904	\$ 3,404,704
Software	718,554	485,399	50,872	1,254,825
Services	582,602	106,358	45,738	734,698
	<u>\$ 4,311,949</u>	<u>\$ 957,764</u>	<u>\$ 124,514</u>	<u>\$ 5,394,227</u>
Major Client Groups				
Large Enterprise / Corporate	\$ 3,036,717	\$ 660,293	\$ 52,859	\$ 3,749,869
Commercial	890,133	37,733	32,111	959,977
Public Sector	385,099	259,738	39,544	684,381
	<u>\$ 4,311,949</u>	<u>\$ 957,764</u>	<u>\$ 124,514</u>	<u>\$ 5,394,227</u>
Revenue Recognition based on acting as Principal or Agent in the Transaction				
Gross revenue recognition (Principal)	\$ 4,097,577	\$ 896,283	\$ 105,945	\$ 5,099,805
Net revenue recognition (Agent)	214,372	61,481	18,569	294,422
	<u>\$ 4,311,949</u>	<u>\$ 957,764</u>	<u>\$ 124,514</u>	<u>\$ 5,394,227</u>

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

	Six Months Ended June 30, 2021			
	North America	EMEA	APAC	Consolidated
Major Offerings				
Hardware	\$ 2,278,259	\$ 366,377	\$ 21,333	\$ 2,665,969
Software	640,547	419,409	56,273	1,116,229
Services	495,604	110,424	34,343	640,371
	<u>\$ 3,414,410</u>	<u>\$ 896,210</u>	<u>\$ 111,949</u>	<u>\$ 4,422,569</u>
Major Client Groups				
Large Enterprise / Corporate	\$ 2,391,381	\$ 606,752	\$ 44,739	\$ 3,042,872
Commercial	706,789	37,699	28,777	773,265
Public Sector	316,240	251,759	38,433	606,432
	<u>\$ 3,414,410</u>	<u>\$ 896,210</u>	<u>\$ 111,949</u>	<u>\$ 4,422,569</u>
Revenue Recognition based on acting as Principal or Agent in the Transaction				
Gross revenue recognition (Principal)	\$ 3,231,027	\$ 831,302	\$ 97,698	\$ 4,160,027
Net revenue recognition (Agent)	183,383	64,908	14,251	262,542
	<u>\$ 3,414,410</u>	<u>\$ 896,210</u>	<u>\$ 111,949</u>	<u>\$ 4,422,569</u>

All significant intercompany transactions are eliminated upon consolidation, and there are no differences between the accounting policies used to measure profit and loss for our segments or on a consolidated basis. Net sales are defined as net sales to external clients. None of our clients exceeded ten percent of consolidated net sales for the three or six months ended June 30, 2022 or 2021.

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

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

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

	Three Months Ended June 30, 2022			
	North America	EMEA	APAC	Consolidated
Net sales:				
Products	\$ 1,936,481	\$ 368,381	\$ 44,380	\$ 2,349,242
Services	310,963	57,950	25,222	394,135
Total net sales	2,247,444	426,331	69,602	2,743,377
Costs of goods sold:				
Products	1,754,799	340,177	40,919	2,135,895
Services	142,379	16,607	10,607	169,593
Total costs of goods sold	1,897,178	356,784	51,526	2,305,488
Gross profit	350,266	69,547	18,076	437,889
Operating expenses:				
Selling and administrative expenses	243,868	51,372	10,761	306,001
Severance and restructuring expenses	485	207	—	692
Acquisition and integration related expenses	1,640	—	—	1,640
Earnings from operations	\$ 104,273	\$ 17,968	\$ 7,315	\$ 129,556

	Three Months Ended June 30, 2021			
	North America	EMEA	APAC	Consolidated
Net sales:				
Products	\$ 1,500,579	\$ 355,392	\$ 33,207	\$ 1,889,178
Services	259,050	61,982	19,291	340,323
Total net sales	1,759,629	417,374	52,498	2,229,501
Costs of goods sold:				
Products	1,358,357	327,550	29,822	1,715,729
Services	122,375	16,295	8,419	147,089
Total costs of goods sold	1,480,732	343,845	38,241	1,862,818
Gross profit	278,897	73,529	14,257	366,683
Operating expenses:				
Selling and administrative expenses	213,900	53,957	9,230	277,087
Severance and restructuring expenses	878	240	9	1,127
Earnings from operations	\$ 64,119	\$ 19,332	\$ 5,018	\$ 88,469

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

	Six Months Ended June 30, 2022			
	North America	EMEA	APAC	Consolidated
Net sales:				
Products	\$ 3,729,347	\$ 851,406	\$ 78,776	\$ 4,659,529
Services	582,602	106,358	45,738	734,698
Total net sales	4,311,949	957,764	124,514	5,394,227
Costs of goods sold:				
Products	3,380,574	789,809	72,721	4,243,104
Services	281,025	33,638	19,710	334,373
Total costs of goods sold	3,661,599	823,447	92,431	4,577,477
Gross profit	650,350	134,317	32,083	816,750
Operating expenses:				
Selling and administrative expenses	\$ 479,088	\$ 103,698	\$ 20,855	\$ 603,641
Severance and restructuring expenses	789	1,275	—	2,064
Acquisition and integration related expenses	1,640	—	—	1,640
Earnings from operations	\$ 168,833	\$ 29,344	\$ 11,228	\$ 209,405

	Six Months Ended June 30, 2021			
	North America	EMEA	APAC	Consolidated
Net sales:				
Products	\$ 2,918,806	\$ 785,786	\$ 77,606	\$ 3,782,198
Services	495,604	110,424	34,343	640,371
Total net sales	3,414,410	896,210	111,949	4,422,569
Costs of goods sold:				
Products	2,642,233	723,734	71,020	3,436,987
Services	239,791	32,912	14,722	287,425
Total costs of goods sold	2,882,024	756,646	85,742	3,724,412
Gross profit	532,386	139,564	26,207	698,157
Operating expenses:				
Selling and administrative expenses	420,706	109,404	18,167	548,277
Severance and restructuring expenses	(6,360)	738	9	(5,613)
Earnings from operations	\$ 118,040	\$ 29,422	\$ 8,031	\$ 155,493

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

	June 30, 2022	December 31, 2021
North America	\$ 5,170,317	\$ 4,920,220
EMEA	1,099,627	828,456
APAC	200,223	148,737
Corporate assets and intercompany eliminations, net	(865,844)	(1,208,333)
Total assets	\$ 5,604,323	\$ 4,689,080

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

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Depreciation and amortization of property and equipment:				
North America	\$ 4,729	\$ 4,864	\$ 9,149	\$ 9,671
EMEA	668	1,202	1,475	2,434
APAC	154	142	316	284
	<u>5,551</u>	<u>6,208</u>	<u>10,940</u>	<u>12,389</u>
Amortization of intangible assets:				
North America	7,356	7,440	14,704	14,857
EMEA	430	501	887	997
APAC	118	127	238	255
	<u>7,904</u>	<u>8,068</u>	<u>15,829</u>	<u>16,109</u>
Total	<u>\$ 13,455</u>	<u>\$ 14,276</u>	<u>\$ 26,769</u>	<u>\$ 28,498</u>

10. Acquisition

Effective June 1, 2022, we acquired 100 percent of the issued and outstanding shares of Hanu Software Solutions, Inc. and Hanu Software Solutions (India) Private Ltd. (collectively, "Hanu") for a preliminary cash purchase price, net of cash and cash equivalents acquired, of approximately \$68,248,000, excluding the estimated fair value of an earn out with a maximum value of \$20,000,000, hold backs for representations and warranties of approximately \$8,564,000 and estimates for the final working capital adjustments to be paid in future periods. Hanu, a global leading cloud technology services and solutions provider, provides cloud solutions in the areas of applications and infrastructure, data and artificial intelligence, and cloud security, to hundreds of enterprise clients. Hanu is recognized as one of Microsoft's top public cloud service partners globally. We believe this acquisition strengthens our service capabilities as a cloud solutions provider and is also a strategic investment in expanding our presence in India.

The preliminary fair value of net assets acquired was approximately \$25,425,000, including \$26,800,000 of identifiable intangible assets, consisting primarily of customer relationships that will be amortized using the straight line method over the estimated economic life of ten years. The preliminary purchase price was allocated using the information currently available. Further information obtained upon the finalization of the fair value assumptions for identifiable intangible assets acquired and the finalization of the fair value of the non-cash working capital could lead to an adjustment of the purchase price allocation. Goodwill acquired approximated \$69,387,000 which was recorded in our North America operating segment.

We consolidated the results of operations for Hanu within our North America operating segment beginning on June 1, 2022, the effective date of the acquisition. Our historical results would not have been materially affected by the acquisition of Hanu and, accordingly, we have not presented pro forma information as if the acquisition had been completed at the beginning of each period presented in our consolidated statement of operations.

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

11. Subsequent Events

On July 22, 2022, we entered into the Third Amendment to Credit Agreement (the "Amendment") governing the ABL facility. The Amendment, among other things, (i) increases the ABL facility from the U.S. dollar equivalent of \$1,200,000,000 to the U.S. dollar equivalent \$1,800,000,000, (ii) extends the maturity of the ABL Facility to July 22, 2027, (iii) includes certain Australian subsidiaries of Insight as borrowers and guarantors under the ABL facility, (iv) increases our ability to request increases in the aggregate amount available for borrowing under the ABL facility from up to an aggregate of the U.S. dollar equivalent of \$500,000,000 to the U.S. dollar equivalent of \$750,000,000 and (v) provides for an uncommitted first-in, last-out revolving facility in an aggregate amount of up to \$100,000,000.

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

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

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

Quarterly Overview

Today, every business needs to be a technology business. We empower organizations with technology, solutions and services to help our clients maximize the value of information technology ("IT") 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.

On a consolidated basis, for the three months ended June 30, 2022:

- Net sales of \$2.7 billion increased 23% compared to the three months ended June 30, 2021. The increase in net sales reflects a double digit increase in all categories of net sales. Excluding the effects of fluctuating foreign currency exchange rates, net sales increased 26% compared to the second quarter of 2021.
- Gross profit of \$437.9 million increased 19% compared to the three months ended June 30, 2021. Excluding the effects of fluctuating foreign currency exchange rates, gross profit increased 21% compared to the second quarter of 2021.
- Compared to the three months ended June 30, 2021, gross margin contracted approximately 40 basis points to 16.0% of net sales in the three months ended June 30, 2022. This decline primarily reflects an increase in hardware net sales at lower margins and a change in the mix of services net sales compared to the same period in the prior year.
- Earnings from operations increased 46%, year over year, to \$129.6 million in the second quarter of 2022 compared to \$88.5 million in the second quarter of 2021. The increase was primarily due to increased gross profit in the current quarter, partially offset by an increase in selling and administrative expenses and acquisition and integration related expenses. Excluding the effects of fluctuating foreign currency exchange rates, earnings from operations increased 51% year over year.
- Net earnings and diluted earnings per share were \$89.2 million and \$2.42, respectively, for the second quarter of 2022. This compares to net earnings of \$58.6 million and diluted earnings per share of \$1.58 for the second quarter of 2021. Of the \$0.84 year over year increase in diluted earnings per share, \$0.05 was due to the change in method of accounting for the Notes beginning in January 2022. Excluding the effects of fluctuating foreign currency exchange rates, diluted earnings per share increased 59% year over year.

Throughout the "Quarterly Overview" and "Results of Operations" sections of this "Management's Discussion and Analysis of Financial Condition and Results of Operations," we refer to changes in net sales, gross profit, selling and administrative expenses and earnings from operations on a consolidated basis and in North America, EMEA and APAC excluding the effects of

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

fluctuating foreign currency exchange rates. In computing the changes in amounts and percentages, we compare the current period amount as translated into U.S. dollars under the applicable accounting standards to the prior period amount in local currency translated into U.S. dollars utilizing the weighted average translation rate for the current period.

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

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

COVID-19 and Supply Chain Constraints Update

The COVID-19 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 second quarter 2022 financial results, prolonged supply constraints resulted in elevated backlog as we exited the quarter when compared to the prior year quarter. We currently believe these supply constraints and extended lead times for certain products could impact results into the second half of 2022 and into 2023, and we expect growth in net sales in 2022 compared to 2021.

More recently, new variants of COVID-19, such as the Omicron variants, that are significantly more contagious than previous strains, have emerged. The spread of these new strains initially caused many government authorities and businesses to reimplement prior restrictions in an effort to lessen the spread of COVID-19 and its variants; however, while many of these restrictions have been lifted, uncertainty remains as to whether additional restrictions may be initiated or again reimplemented in responses to surges in COVID-19 cases. 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.

Critical Accounting Estimates

Our consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles ("GAAP"). For a summary of significant accounting policies, see Note 1 to the Consolidated Financial Statements in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2021. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the

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

reported amounts of assets, liabilities, net sales and expenses. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results, however, may differ from estimates we have made. Members of our senior management have discussed the critical accounting estimates and related disclosures with the Audit Committee of our Board of Directors.

There have been no changes to the items disclosed as critical accounting estimates in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2021.

Results of Operations

The following table sets forth certain financial data as a percentage of net sales for the three and six months ended June 30, 2022 and 2021:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Net sales	100.0 %	100.0 %	100.0 %	100.0 %
Costs of goods sold	84.0	83.6	84.9	84.2
Gross profit	16.0	16.4	15.1	15.8
Selling and administrative expenses	11.2	12.4	11.1	12.4
Severance and restructuring expenses and acquisition and integration related expenses	0.1	—	0.1	(0.1)
Earnings from operations	4.7	4.0	3.9	3.5
Non-operating expense, net	0.3	0.5	0.3	0.5
Earnings before income taxes	4.4	3.5	3.6	3.0
Income tax expense	1.1	0.9	0.9	0.7
Net earnings	3.3 %	2.6 %	2.7 %	2.3 %

We generally experience some seasonal trends in our sales of IT hardware, software and services. Software sales are typically seasonally higher in our second and fourth quarter, 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 our 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 also stronger in our second quarter. Sales to public sector clients in the United Kingdom are often stronger in our first quarter. These trends create overall seasonality in our consolidated results such that net sales and profitability are expected to be higher in the second and fourth quarters of the year.

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 in the related product or services sales being incentivized by the partner. Incentives from our largest partners are significant and changes in the incentive requirements, which occur regularly, could impact our results of operations to the extent we are unable to shift our focus and respond to them.

Net Sales. Net sales for the three months ended June 30, 2022 increased 23%, year over year, to \$2.7 billion compared to the three months ended June 30, 2021. This increase reflects increases in each of our segments. Net sales for the six months ended June 30, 2022 increased 22%, year over year, to \$5.4 billion compared to the six months ended June 30, 2021.

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

Our net sales by operating segment were as follows for the three and six months ended June 30, 2022 and 2021 (dollars in thousands):

	Three Months Ended June 30,			% Change	Six Months Ended June 30,			% Change
	2022	2021			2022	2021		
North America	\$ 2,247,444	\$ 1,759,629		28 %	\$ 4,311,949	\$ 3,414,410		26 %
EMEA	426,331	417,374		2 %	957,764	896,210		7 %
APAC	69,602	52,498		33 %	124,514	111,949		11 %
Consolidated	<u>\$ 2,743,377</u>	<u>\$ 2,229,501</u>		23 %	<u>\$ 5,394,227</u>	<u>\$ 4,422,569</u>		22 %

Our net sales by offering category for North America for the three and six months ended June 30, 2022 and 2021 were as follows (dollars in thousands):

Sales Mix	Three Months Ended June 30,			% Change	Six Months Ended June 30,			% Change
	2022	2021			2022	2021		
Hardware	\$ 1,559,474	\$ 1,168,770		33 %	\$ 3,010,793	\$ 2,278,259		32 %
Software	377,007	331,809		14 %	718,554	640,547		12 %
Services	310,963	259,050		20 %	582,602	495,604		18 %
	<u>\$ 2,247,444</u>	<u>\$ 1,759,629</u>		28 %	<u>\$ 4,311,949</u>	<u>\$ 3,414,410</u>		26 %

Net sales in North America increased 28%, or \$487.8 million, for the three months ended June 30, 2022 compared to the three months ended June 30, 2021, primarily driven by increases in hardware net sales. Net sales of hardware, software and services increased 33%, 14% and 20%, respectively, year over year. The increases for the three months ended June 30, 2022 were 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 growth in hardware net sales, primarily attributable to devices, was higher than expected and reflects elevated backlog starting to clear. We still exited the quarter with elevated backlog when compared to the prior year quarter and anticipate we may experience growth in networking and infrastructure products as we progress through the second half of the year. However, we believe overall hardware growth could slow in the second half of 2022.
- The increase in services net sales was primarily due to an increase in Insight core services (previously referred to as Insight delivered services), an increase in fees for cloud solutions and higher sales of software maintenance.
- The increase in software net sales was primarily due to higher volume of software licensing, partially offset by the continued migration of on-premise software to cloud solutions, reported net in services net sales.

Net sales in North America increased 26%, or \$897.5 million, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021, primarily driven by increases in hardware net sales. Net sales of hardware, software and services increased 32%, 12% and 18%, respectively, year over year. The increases for the six months ended June 30, 2022 were the result of the following:

- The increase in hardware net sales was due to higher volume of sales to large enterprise and corporate clients, primarily of devices. As discussed above, we believe that overall hardware growth could slow in the second half of 2022 but

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

anticipate that we may experience growth in networking and infrastructure products as we progress through the second half of the year.

- The increase in services net sales was primarily due to an increase in Insight core services, an increase in fees for cloud solutions and higher sales of software maintenance.
- The increase in software net sales was primarily due to higher volume of software licensing, partially offset by the continued migration of on-premise software to cloud solutions, reported net in services net sales.

Our net sales by offering category for EMEA for the three and six months ended June 30, 2022 and 2021 were as follows (dollars in thousands):

Sales Mix	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2022	2021		2022	2021	
Hardware	\$ 155,384	\$ 170,406	(9) %	\$ 366,007	\$ 366,377	— %
Software	212,997	184,986	15 %	485,399	419,409	16 %
Services	57,950	61,982	(7) %	106,358	110,424	(4) %
	<u>\$ 426,331</u>	<u>\$ 417,374</u>	<u>2 %</u>	<u>\$ 957,764</u>	<u>\$ 896,210</u>	<u>7 %</u>

Net sales in EMEA increased 2%, or \$9.0 million for the three months ended June 30, 2022 compared to the three months ended June 30, 2021. Excluding the effects of fluctuating foreign currency exchange rates, net sales in EMEA increased 14%, year over year. Net sales of software increased 15% year over year, partially offset by decreases in hardware and services net sales of 9% and 7%, respectively, year to year. The net changes for the three months ended June 30, 2022 were the result of the following:

- The increase in software net sales was primarily due to higher volume of sales to enterprise, corporate and public sector clients.
- The decrease in hardware net sales was primarily due to lower volumes of sales to public sector and commercial clients.
- The decrease in services net sales was primarily due to lower volume of sales of Insight core services.

Net sales in EMEA increased 7%, or \$61.6 million, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021. Excluding the effects of fluctuating foreign currency exchange rates, net sales in EMEA increased 16%, year over year. Net sales of software increased 16% year over year partially offset by a decrease in services net sales of 4% year to year. The net changes for the six months ended June 30, 2022 were the result of the following:

- The increase in software net sales was primarily due to higher volume of sales to enterprise and public sector clients.
- Hardware net sales were flat year over year primarily due to higher volume of sales to enterprise, corporate and public sector clients offset by lower volume of sales to commercial clients.
- The decrease in services net sales year to year was primarily due to decreases in fees for cloud solutions and lower volume of software maintenance.

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

Our net sales by offering category for APAC for the three and six months ended June 30, 2022 and 2021 were as follows (dollars in thousands):

Sales Mix	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2022	2021		2022	2021	
Hardware	\$ 16,258	\$ 11,768	38 %	\$ 27,904	\$ 21,333	31 %
Software	28,122	21,439	31 %	50,872	56,273	(10 %)
Services	25,222	19,291	31 %	45,738	34,343	33 %
	<u>\$ 69,602</u>	<u>\$ 52,498</u>	<u>33 %</u>	<u>\$ 124,514</u>	<u>\$ 111,949</u>	<u>11 %</u>

Net sales in APAC increased 33%, or \$17.1 million, for the three months ended June 30, 2022 compared to the three months ended June 30, 2021. Excluding the effects of fluctuating foreign currency exchange rates, net sales in APAC increased 41%, year over year. Net sales of hardware, software and services increased by 38%, 31% and 31%, respectively, year over year. The increases for the three months ended June 30, 2022 were the result of the following:

- The increase in software net sales was due to higher volume of sales to public sector and enterprise clients partially offset by continued migration of on-premise software to cloud solutions.
- The increase in services net sales was primarily due to higher volume sales of Insight core services and an increase in net sales of cloud solutions.
- The increase in hardware net sales was primarily the result of higher volume of sales to enterprise and commercial clients.

Net sales in APAC increased 11%, or \$12.6 million, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021. Excluding the effects of fluctuating foreign currency exchange rates, net sales in APAC increased 17%, year over year. Net sales of hardware and services increased by 31% and 33%, respectively, year over year. Net sales of software decreased by 10%, year to year. The net changes for the six months ended June 30, 2022 were the result of the following:

- The increase in services net sales was primarily due to higher volume sales of Insight core services and an increase in net sales of cloud solutions.
- The increase in hardware net sales was primarily the result of higher volume of sales to enterprise and commercial clients.
- The decrease in software net sales was due to continued migration of on-premise software to cloud solutions.

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

The percentage of net sales by category for North America, EMEA and APAC were as follows for the three and six months ended June 30, 2022 and 2021:

	North America Three Months Ended June 30,		EMEA Three Months Ended June 30,		APAC Three Months Ended June 30,	
	2022	2021	2022	2021	2022	2021
Sales Mix						
Hardware	69 %	66 %	36 %	41 %	23 %	22 %
Software	17 %	19 %	50 %	44 %	41 %	41 %
Services	14 %	15 %	14 %	15 %	36 %	37 %
	100 %	100 %	100 %	100 %	100 %	100 %

	North America Six Months Ended June 30,		EMEA Six Months Ended June 30,		APAC Six Months Ended June 30,	
	2022	2021	2022	2021	2022	2021
Sales Mix						
Hardware	69 %	67 %	38 %	41 %	22 %	19 %
Software	17 %	19 %	51 %	47 %	41 %	50 %
Services	14 %	14 %	11 %	12 %	37 %	31 %
	100 %	100 %	100 %	100 %	100 %	100 %

Gross Profit. Gross profit increased 19%, or \$71.2 million, for the three months ended June 30, 2022 compared to the three months ended June 30, 2021, with gross margin contracting approximately 40 basis points to 16.0% for the three months ended June 30, 2022 compared to 16.4% for the three months ended June 30, 2021. Gross profit increased 17%, or \$118.6 million, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021, with gross margin contracting approximately 70 basis points to 15.1% for the six months ended June 30, 2022 compared to 15.8% for the six months ended June 30, 2021.

Our gross profit and gross profit as a percentage of net sales by operating segment were as follows for the three and six months ended June 30, 2022 and 2021 (dollars in thousands):

	Three Months Ended June 30,				Six Months Ended June 30,			
	2022	% of Net Sales	2021	% of Net Sales	2022	% of Net Sales	2021	% of Net Sales
North America	\$ 350,266	15.6 %	\$ 278,897	15.8 %	\$ 650,350	15.1 %	\$ 532,386	15.6 %
EMEA	69,547	16.3 %	73,529	17.6 %	134,317	14.0 %	139,564	15.6 %
APAC	18,076	26.0 %	14,257	27.2 %	32,083	25.8 %	26,207	23.4 %
Consolidated	<u>\$ 437,889</u>	16.0 %	<u>\$ 366,683</u>	16.4 %	<u>\$ 816,750</u>	15.1 %	<u>\$ 698,157</u>	15.8 %

North America's gross profit for the three months ended June 30, 2022 increased 26%, or \$71.4 million, compared to the three months ended June 30, 2021. As a percentage of net

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

sales, gross margin contracted approximately 20 basis points to 15.6% for the second quarter of 2022. The net changes in gross margin were primarily attributable to the following:

- There was a decrease in margin from services net sales of 27 basis points compared to the same period in the prior year. Margin from product net sales, including partner funding and freight was flat, year over year.
- The decrease in margin from services net sales during the current quarter reflects a contraction in margin contribution from various services recognized on a net basis, including declines in partner funding.

North America's gross profit for the six months ended June 30, 2022 increased 22%, or \$118.0 million, compared to the six months ended June 30, 2021. As a percentage of net sales, gross margin contracted approximately 50 basis points to 15.1% for the six months ended June 30, 2022. The year to year declines in gross margin were primarily attributable to the following:

- There was a decrease in margin from services net sales of 50 basis points compared to the same period in the prior year. Margin from product net sales, which includes partner funding and freight, was flat compared to the same period in the prior year.
- The decrease in margin from services net sales during the current quarter reflects a contraction in margin contribution from warranty net sales, partner funding, Insight core services and various other services recognized on a net basis.

EMEA's gross profit for the three months ended June 30, 2022 decreased 5%, or \$4.0 million, year to year (increasing 6% when excluding the effects of fluctuating foreign currency exchange rates), compared to the three months ended June 30, 2021. As a percentage of net sales, gross margin contracted 130 basis points, year to year. The year to year net decline in gross margin was attributable to the following:

- There was a decrease in margin on services net sales of 125 basis points.
- The decrease in services margin is primarily the result of lower margins on Insight core services.

EMEA's gross profit for the six months ended June 30, 2022 decreased 4%, or \$5.2 million, year to year (increasing 4% when excluding the effects of fluctuating foreign currency exchange rates), compared to the six months ended June 30, 2021. As a percentage of net sales, gross margin contracted approximately 160 basis points, year to year. The year to year net decline in gross margin was primarily attributable to the following:

- There was a decrease in margin on services net sales, including Insight core services, of 106 basis points and a decrease in product margin, including partner funding and freight, of 49 basis points.
- The decrease in services margin is primarily the result of lower net sales of cloud solutions, software maintenance and other services recognized on a net basis and a decline in margin on Insight core services.
- The decrease in product margin is primarily the result of sales of hardware at lower margins than in the same period in the prior year.

APAC's gross profit for the three months ended June 30, 2022 increased 27%, or \$3.8 million, year over year (increasing 35% when excluding the effects of fluctuating foreign currency exchange rates), compared to the three months ended June 30, 2021. As a percentage of net sales, gross margin contracted 120 basis points, year to year. The year to year net decline in gross margin was primarily attributable to the following:

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

- There was a decrease in gross margin on product net sales, which includes partner funding and freight, of 147 basis points partially offset by an expansion in gross margin on services net sales of 29 basis points.
- The decline in margin on product net sales was due to higher volume of software net sales at lower margins.
- The expanded margin in services net sales was driven by higher volume of cloud solutions recognized on a net basis and an increase in partner funding.

APAC's gross profit for the six months ended June 30, 2022 increased 22%, or \$5.9 million, year over year (increasing 29% when excluding the effects of fluctuating foreign currency exchange rates), compared to the six months ended June 30, 2021. As a percentage of net sales, gross margin expanded 240 basis points, year over year. The year over year increase in gross margin was primarily attributable to the following:

- There was an increase in gross margin on services net sales of 338 basis points. This expansion was partially offset by a decrease in gross margin on product net sales, which includes partner funding and freight, of 102 basis points.
- The expanded margin in services net sales was driven by higher margins on Insight core services, higher volume of cloud solutions recognized on a net basis and an increase in partner funding.
- The decline in margin on product net sales was due to changes in product mix to lower margin products.

Operating Expenses.

Selling and Administrative Expenses. Selling and administrative expenses increased \$28.9 million, or 10% (increasing 12% when excluding fluctuating foreign currency exchange rates), for the three months ended June 30, 2022 compared to the three months ended June 30, 2021. Selling and administrative expenses increased \$55.4 million, or 10% (increasing 14% when excluding fluctuating foreign currency exchange rates), for the six months ended June 30, 2022 compared to the six months ended June 30, 2021.

Selling and administrative expenses decreased approximately 120 basis points as a percentage of net sales in the three months ended June 30, 2022 compared to the three months ended June 30, 2021. The overall net increase in selling and administrative expenses reflects a \$26.1 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. There were also increases in other expenses of \$4.2 million and travel and entertainment costs of \$2.9 million, year over year, in part due to returns to normal spend levels following cost control measures taken in response to COVID-19 in the prior year. These increases were partially offset by a decrease in professional fees of \$5.6 million, year to year.

Selling and administrative expenses decreased approximately 130 basis points as a percentage of net sales in the six months ended June 30, 2022 compared to the six months ended June 30, 2021. The overall net increase in selling and administrative expenses reflects a \$42.0 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. There were also increases in other expenses of \$6.0 million and travel and entertainment costs of \$4.5 million, year over year, primarily due to returns to normal spend levels following cost control measures taken in response to COVID-19 in the prior year.

Severance and Restructuring Expenses, Net. During the three months ended June 30, 2022, we recorded severance and restructuring expense, net of adjustments, of approximately \$0.7 million. Comparatively, during the three months ended June 30, 2021, we recorded severance and restructuring expense, net of adjustments, of approximately \$1.1 million. The charges primarily related to a realignment of certain roles and responsibilities.

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

During the six months ended June 30, 2022, we recorded severance and restructuring expense, net of adjustments, of approximately \$2.1 million. Comparatively, during the six months ended June 30, 2021, we recorded severance and restructuring expense, net of adjustments, of approximately \$2.4 million. The charges primarily related to a realignment of certain roles and responsibilities. Prior period severance charges were offset by gains on sale of properties of \$8.0 million.

Earnings from Operations. Earnings from operations increased 46%, or \$41.1 million, for the three months ended June 30, 2022 compared to the three months ended June 30, 2021. Earnings from operations increased 35%, or \$53.9 million, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021. Our earnings from operations and earnings from operations as a percentage of net sales by operating segment were as follows for the three and six months ended June 30, 2022 and 2021 (dollars in thousands):

	Three Months Ended June 30,				Six Months Ended June 30,			
	2022	% of Net Sales	2021	% of Net Sales	2022	% of Net Sales	2021	% of Net Sales
North America	\$ 104,273	4.6 %	\$ 64,119	3.6 %	\$ 168,833	3.9 %	\$ 118,040	3.5 %
EMEA	17,968	4.2 %	19,332	4.6 %	29,344	3.1 %	29,422	3.3 %
APAC	7,315	10.5 %	5,018	9.6 %	11,228	9.0 %	8,031	7.2 %
Consolidated	<u>\$ 129,556</u>	4.7 %	<u>\$ 88,469</u>	4.0 %	<u>\$ 209,405</u>	3.9 %	<u>\$ 155,493</u>	3.5 %

North America's earnings from operations for the three months ended June 30, 2022 increased \$40.2 million, or 63%, compared to the three months ended June 30, 2021. As a percentage of net sales, earnings from operations increased by approximately 100 basis points to 4.6%. The increase in earnings from operations was primarily driven by an increase in gross profit, partially offset by a net increase in selling and administrative expenses when compared to the three months ended June 30, 2021.

North America's earnings from operations for the six months ended June 30, 2022 increased \$50.8 million, or 43%, compared to the six months ended June 30, 2021. As a percentage of net sales, earnings from operations increased by approximately 40 basis points to 3.9%. The increase in earnings from operations was primarily driven by an increase in gross profit, partially offset by a net increase in selling and administrative expenses and the gain on sale of properties in the six months ended June 30, 2021 with no comparative in the current year.

EMEA's earnings from operations for the three months ended June 30, 2022 decreased \$1.4 million, or 7% (increasing 4% when excluding the effects of fluctuating foreign currency exchange rates), compared to the three months ended June 30, 2021. As a percentage of net sales, earnings from operations decreased by approximately 40 basis points to 4.2%. The decrease in earnings from operations was driven by the decrease in gross profit, partially offset by a decrease in selling and administrative expenses compared to the three months ended June 30, 2021.

EMEA's earnings from operations for the six months ended June 30, 2022 were flat (increasing 8% when excluding the effects of fluctuating foreign currency exchange rates), compared to the six months ended June 30, 2021. As a percentage of net sales, earnings from operations decreased by approximately 20 basis points to 3.1%. The decrease in earnings from operations was driven by the decrease in gross profit and increase in severance and restructuring expenses, partially offset by a decrease in selling and administrative expenses compared to the six months ended June 30, 2021.

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

APAC's earnings from operations for the three months ended June 30, 2022 increased \$2.3 million, or 46% (increasing 55% when excluding the effects of fluctuating foreign currency exchange rates), compared to the three months ended June 30, 2021. As a percentage of net sales, earnings from operations increased by approximately 90 basis points to 10.5%. The increase in earnings from operations was driven by the increase in gross profit, partially offset by an increase in selling and administrative expenses compared to the three months ended June 30, 2021.

APAC's earnings from operations for the six months ended June 30, 2022 increased \$3.2 million, or 40% (increasing 47% when excluding the effects of fluctuating foreign currency exchange rates), compared to the six months ended June 30, 2021. As a percentage of net sales, earnings from operations increased by approximately 180 basis points to 9.0%. The increase in earnings from operations was driven by the increase in gross profit, partially offset by an increase in selling and administrative expenses compared to the six months ended June 30, 2021.

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, net for the three months ended June 30, 2022 decreased 2%, or \$0.2 million, compared to the three months ended June 30, 2021. Interest expense, net for the six months ended June 30, 2022 decreased 11%, or \$2.1 million, compared to the six months ended June 30, 2021. The decreases were due to no imputed interest under the Notes partially offset by higher average daily balances and higher interest rates under our ABL facility, as well as increased imputed interest under our inventory financing facilities.

There was no imputed interest under the Notes for the three and six months ended June 30, 2022, following our adoption of ASU 2020-06 effective January 1, 2022, compared to \$2.7 million and \$5.3 million for the three and six months ended June 30, 2021. Imputed interest under our inventory financing facilities was \$3.8 million and \$8.2 million for the three and six months ended June 30, 2022 compared to \$3.1 million and \$6.7 million for the three and six months ended June 30, 2021. The increase in imputed interest under our inventory financing facilities was a result of higher average daily balances under the facilities during the period. For a description of our various financing facilities, see Note 5 to our Consolidated Financial Statements in Part I, Item 1 of this report.

Income Tax Expense. Our effective tax rate of 25.6% for the three months ended June 30, 2022 was higher than our effective tax rate of 25.4% for the three months ended June 30, 2021. Our effective tax rate of 25.0% for the six months ended June 30, 2022 was higher than our effective tax rate of 24.8% for the six months ended June 30, 2021. The effective tax rate for the three months ended June 30, 2022 was relatively flat compared to the three months ended June 30, 2021. The effective tax rate for the six months ended June 30, 2022 was also relatively flat compared to the six months ended June 30, 2021. The marginal increase in the effective tax rate for the six months ended June 30, 2022 compared to the six months ended June 30, 2021, was primarily due to a reduction in excess tax benefits on the settlement of employee share-based compensation in the current year period.

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

Liquidity and Capital Resources

The following table sets forth certain consolidated cash flow information for the six months ended June 30, 2022 and 2021 (in thousands):

	Six Months Ended June 30,	
	2022	2021
Net cash (used in) provided by operating activities	\$ (441,997)	\$ 5,187
Net cash (used in) provided by investing activities	(114,154)	10,374
Net cash provided by (used in) financing activities	598,418	(35,482)
Foreign currency exchange effect on cash, cash equivalent and restricted cash balances	(8,606)	(594)
Increase (decrease) in cash, cash equivalents and restricted cash	33,661	(20,515)
Cash, cash equivalents and restricted cash at beginning of period	105,977	130,582
Cash, cash equivalents and restricted cash at end of period	<u>\$ 139,638</u>	<u>\$ 110,067</u>

Cash and Cash Flow

- Our primary uses of cash during the six months ended June 30, 2022 were to fund our working capital requirements and for strategic acquisitions.
- Operating activities used \$442.0 million in cash during the six months ended June 30, 2022, compared to cash provided by operating activities of \$5.2 million during the six months ended June 30, 2021.
- We acquired Hanu for approximately \$68.2 million, net of cash and cash equivalents acquired and excluding earn outs and hold backs, in the six months ended June 30, 2022.
- We received proceeds from the sale of assets, including our properties held for sale, of \$1.4 million in the six months ended June 30, 2022, compared to \$27.2 million in the six months ended June 30, 2021.
- Capital expenditures were \$47.3 million and \$16.8 million for the six months ended June 30, 2022 and 2021, respectively.
- During the six months ended June 30, 2022 we did not repurchase any of our common stock.
- Net borrowings under our ABL facility during the six months ended June 30, 2022 were \$667.5 million compared to net borrowings of \$40.0 million during the six months ended June 30, 2021.
- We had net repayments under our inventory financing facilities of \$62.1 million during the six months ended June 30, 2022 compared to net repayments of \$17.5 million during the six months ended June 30, 2021.

We anticipate that cash flows from operations, together with the funds available under our financing facilities, will be adequate to support our expected cash and working capital requirements for operations as well as other strategic investments over the next 12 months. 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.

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

Net cash (used in) provided by operating activities

- Cash flow used in operating activities in the first half of 2022 was \$442.0 million compared to cash provided by operating activities of \$5.2 million in the first half of 2021.
- The decrease in cash flow from operating activities was primarily driven by growth in hardware net sales, strategic investments in inventory and changes in partner mix, including increased volume with distributors with early payment terms.
- Our cash conversion cycle is inverted, meaning we pay our partners on terms shorter than we receive payments from our clients. This means we use more cash in our operations in periods of sequential growth and particularly in hardware net sales.

Our consolidated cash flow operating metrics were as follows:

	Three Months Ended June 30,	
	2022	2021
Days sales outstanding in ending accounts receivable ("DSOs") ^(a)	120	124
Days inventory outstanding ("DIOs") ^(b)	15	10
Days purchases outstanding in ending accounts payable ("DPOs") ^(c)	(87)	(101)
Cash conversion cycle (days) ^(d)	48	33

(a) Calculated as the balance of current accounts receivable, net at the end of the quarter divided by daily net sales. Daily net sales is calculated as net sales for the quarter divided by 91 days.

(b) Calculated as the balance of inventories at the end of the quarter divided by daily costs of goods sold. Daily costs of goods sold is calculated as costs of goods sold for the quarter divided by 91 days.

(c) Calculated as the sum of the balances of accounts payable – trade and accounts payable – inventory financing facilities at the end of the quarter divided by daily costs of goods sold. Daily costs of goods sold is calculated as costs of goods sold for the quarter divided by 91 days.

(d) Calculated as DSOs plus DIOs, less DPOs.

- Our cash conversion cycle was 48 days in the second quarter of 2022, up 15 days from the second quarter of 2021.
- The net changes were a result of a 14 day decrease in DPOs and a 5 day increase in DIOs partially offset by a 4 day decrease in DSOs. Excluding the impacts of netting, the decrease in DPOs was primarily due to change in partner mix, including increased volume with distributors with early payment terms and decreases in balances on our inventory financing facilities compared to the prior year period.
- 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 to take advantage of supplier discounts.
- We intend to use cash generated in the remainder of 2022 in excess of working capital needs to pay down our ABL facility and inventory financing facilities.

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

Net cash (used in) provided by investing activities

- We acquired Hanu for approximately \$68.2 million, net of cash and cash equivalents acquired and excluding earn outs and hold backs in the six months ended June 30, 2022.
- Capital expenditures were \$47.3 million and \$16.8 million for the six months ended June 30, 2022 and 2021, respectively. The majority of the capital expenditures in the first half of 2022 were used for our global corporate headquarters and to fund technology related projects.
- We received proceeds from the sale of assets, including our properties held for sale, of \$1.4 million in the six months ended June 30, 2022, compared to \$27.2 million in the six months ended June 30, 2021.
- We expect capital expenditures for the full year 2022 to be in a range of \$65.0 to \$70.0 million, including the completion of our global corporate headquarters.

Net cash provided by (used in) financing activities

- During the six months ended June 30, 2022, we had net borrowings under our ABL facility that increased our outstanding long-term debt balance by \$667.5 million.
- During the six months ended June 30, 2021, we had net borrowings under our ABL facility that increased our outstanding long-term debt balance by \$40.0 million.
- We had net repayments under our inventory financing facilities of \$62.1 million during the six months ended June 30, 2022 compared to net repayments of \$17.5 million during the six months ended June 30, 2021.
- During the six months ended June 30, 2022, we did not repurchase any of our common stock.
- During the six months ended June 30, 2021, we repurchased \$50.0 million of our common stock.

Financing Facilities

Our debt balance as of June 30, 2022 was \$1.1 billion, including our finance lease obligations for certain IT equipment and other financing obligations.

- Our objective is to pay our debt balances down while retaining adequate cash balances to meet overall business objectives.
- The Notes are subject to certain events of default and certain acceleration clauses. As of June 30, 2022, 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 June 30, 2022, we were in compliance with all such covenants.

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

- These amounts are classified separately as accounts payable – inventory financing facilities in our consolidated balance sheets.
- Our inventory financing facilities have an aggregate availability for vendor purchases of \$705.0 million, of which \$248.3 million was outstanding at June 30, 2022.

Undistributed Foreign Earnings

Cash and cash equivalents held by foreign subsidiaries are generally subject to U.S. income taxation upon repatriation to the United States. As of June 30, 2022, we had

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

approximately \$115.1 million in cash and cash equivalents in certain of our foreign subsidiaries, primarily residing in Australia and Canada. Certain of these cash balances will be remitted to the United States by paying down intercompany payables generated in the ordinary course of business or through actual dividend distributions.

Off-Balance Sheet Arrangements

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

Recently Issued Accounting Standards

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

Contractual Obligations

There have been no material changes in our reported contractual obligations, as described under "Cash Requirements From Contractual Obligations" in "Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources" in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2021.

INSIGHT ENTERPRISES, INC.**Item 3. Quantitative and Qualitative Disclosures About Market Risk.**

Except as described below, there have been no material changes in our reported market risks, as described in “Quantitative and Qualitative Disclosures About Market Risk” in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2021.

Although our Notes are based on a fixed rate, changes in interest rates could impact the fair market value of such Notes. As of June 30, 2022, the fair market value of our Notes was \$473 million. For additional information about our Notes, see Note 5 to our Consolidated Financial Statements in Part I, Item 1 of this report.

Item 4. Controls and Procedures.***Evaluation of Disclosure Controls and Procedures***

Our Chief Executive Officer and Chief Financial Officer, as of the end of the period covered by this report, evaluated the effectiveness of our disclosure controls and procedures (as such term is defined under Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) and determined that as of June 30, 2022 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.

Change in Internal Control over Financial Reporting

There was no change in the Company’s internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) in the most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

Inherent Limitations of Internal Control Over Financial Reporting

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

Part II – OTHER INFORMATION**Item 1. Legal Proceedings.**

For a discussion of legal proceedings, see “– Legal Proceedings” in Note 8 to the Consolidated Financial Statements in Part I, Item 1 of this report, which section is incorporated by reference herein.

Item 1A. Risk Factors.

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, Item 1A, “Risk Factors”, in our Annual Report on Form 10-K for the year ended December 31, 2021 (the “Annual Report,”) and the risk factors described below, which could materially affect our business, financial condition or future results. The risks described in our Annual Report and below are not the only risks facing the Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, financial condition or operating results.

Risks Related to Our Business, Operations and Industry.

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, including the possibility of recession or financial market instability 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 continuing increases in inflation and interest rates, including the possibility of recession or financial market instability, 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, as well as other adverse impacts. For example, on February 24, 2022, Russian forces launched significant military actions against Ukraine, and sustained conflict and disruption in the region remains ongoing. Potential impacts related to the conflict include further market disruptions, including significant volatility in commodity prices, credit and capital markets, supply chain and logistics disruptions, adverse global economic conditions resulting from escalating geopolitical tensions, volatility and fluctuations in foreign currency exchange rates and interest rates, inflationary pressures on raw materials and heightened cybersecurity threats, all of which could adversely impact our business, particularly our European operations.

INSIGHT ENTERPRISES, INC.

Political developments, economic instability or natural disasters impacting international trade, including continued 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 also 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 and increased regulatory complexities could have a negative impact 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, including the possibility of recession or financial market instability, or acts of war, such as the recent Russian invasion of Ukraine and its regional and global ramifications discussed above;
- 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);
- 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. For example, recent fluctuations in foreign currency exchange rates, including the increased strength of the U.S. dollar against

INSIGHT ENTERPRISES, INC.

certain foreign currencies, has adversely impacted our results of operations and cash flows from our operations in EMEA and APAC.

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

There were no unregistered sales of equity securities during the three months ended June 30, 2022.

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

Issuer Purchases of Equity Securities

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
April 1, 2022 through April 30, 2022	—	\$ —	—	\$ 75,032,025
May 1, 2022 through May 31, 2022	—	—	—	75,032,025
June 1, 2022 through June 30, 2022	—	—	—	75,032,025
Total	—	—	—	—

On February 26, 2020, we announced that our Board of Directors had authorized the repurchase of up to \$50 million of our common stock. On May 6, 2021, we announced that our Board of Directors had authorized the repurchase of up to \$125 million of common stock, including the \$25 million that remained available from the February 2020 authorization. There is no stated expiration date for this share repurchase plan. As of June 30, 2022, approximately \$75 million remained available for repurchases under this share repurchase plan.

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

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

Not applicable.

INSIGHT ENTERPRISES, INC.
Item 6. Exhibits.

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/Furnished Herewith
		Form	File No.	Exhibit Number	Filing Date	
3.1	Amended and Restated Certificate of Incorporation of Insight Enterprises, Inc.	10-K	000-25092	3.1	February 17, 2006	
3.2	Certificate of Amendment of Amended and Restated Certificate of Incorporation of Insight Enterprises, Inc.	8-K	000-25092	3.1	May 21, 2015	
3.3	Amended and Restated Bylaws of Insight Enterprises, Inc.	8-K	000-25092	3.2	May 21, 2015	
4.1	Specimen Common Stock Certificate (P)	S-1	33-86142	4.1	January 20, 1995	
10.1	Employment Agreement between Insight Enterprises, Inc. and Jennifer M. Vasin dated as of July 19, 2022					X
31.1	Certification of Chief Executive Officer Pursuant to Securities Exchange Act Rule 13a-14					X
31.2	Certification of Chief Financial Officer Pursuant to Securities Exchange Act Rule 13a-14					X
32.1	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (formatted as Inline XBRL with applicable taxonomy extension information contained in Exhibits 101)					X
(p)	Paper exhibit.					

INSIGHT ENTERPRISES, INC.

SIGNATURES

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

Date: August 4, 2022

INSIGHT ENTERPRISES, INC.

By: /s/ Joyce A. Mullen

Joyce A. Mullen
President and Chief Executive Officer
(Duly Authorized Officer)

By: /s/ Glynis A. Bryan

Glynis A. Bryan
Chief Financial Officer
(Principal Financial Officer)

By: /s/ Rachael A. Crump

Rachael A. Crump
Global Corporate Controller
(Principal Accounting Officer)

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this “Agreement”) is entered into as of July 19, 2022 by and between Jennifer M. Vasin (“Executive”), an individual, and Insight Enterprises, Inc., (the “Company”) (together, the “Parties”).

WHEREAS, the Company desires to continue 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 Chief Human Resources Officer, reporting to the Company’s Chief Executive Officer, and Executive accepts employment to serve in such capacity, all upon the terms and conditions set forth in this Agreement.

2. **Employment Agreement Date.** Executive was promoted effective February 15, 2022 and will continue her employment as Chief Human Resources Officer of the Company under the terms of this Agreement effective July __, 2022 (the “Effective Date”).

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

4. **Location.** The location of Executive’s principal place of employment shall be in the Company’s principle executive offices in Chandler, Arizona; provided, however, that Executive shall travel and perform 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 agreement shall commence on the Effective Date and continue for the period of one (1) year following the Effective 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 her 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 \$380,000 per year (the "Base Salary").

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

(c) **Equity Participation.** For 2022, Executive will participate in annual service-based and performance-based restricted stock unit ("RSU") incentive plans valued at \$350,000 in the same percentages as other senior executives of the Company. The design and awards under any such future plans are at the discretion of the Insight Board of Directors Compensation Committee. The RSU grants will be subject to the terms and conditions of the Insight Enterprises, Inc. 2020 Omnibus Plan, as amended (the "Equity Plan"), and the applicable agreements evidencing the grant.

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

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

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

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

(a) Immediately upon the death of Executive;

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

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

(d) After ten (10) days' written notice by the Executive to the Company stating that Executive is resigning from her 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 her 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 her 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 she alleges constitute Good Reason within ninety (90) days of the first occurrence of such fact or circumstance or Executive shall be deemed to have waived Executive's right to terminate for Good Reason with respect to any such facts or circumstances; provided, further, that 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 (ii) be made later than March 15 of the year following the year in which Executive dies or the effective date of Executive's Disability occurs.

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

(i) severance pay in an amount equal to 100% of Executive's Base Salary in effect on the date Executive's employment is terminated (the "Severance Payment"); 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 she will be subject to, and comply with, the employment policies and procedures established by the Company from time to time.

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

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

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 her termination of employment until she would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A.

(c) To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Agreement during the six-month period immediately following Executive's termination of employment shall instead be paid within thirty (30) days following the first business day after the date that is six months following her termination of employment (or upon her death, if earlier). 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 she is under no conflicting duty or contractual or other legal obligation that would prevent her from executing this Agreement or performing the duties of Chief Human Resources Officer for the Company.

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

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

TO THE COMPANY:

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

TO EXECUTIVE:

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

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

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

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

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

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

INSIGHT ENTERPRISES, INC.

JENNIFER M. VASIN

/s/ Joyce A. Mullen

/s/ Jen M. Vasin

By: Joyce A. Mullen

Its: Chief Executive Officer

This Employment, Confidentiality, Restrictive Covenant, and Arbitration Agreement (“Agreement”), is made and entered into as of July __, 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 Jennifer M. Vasin (“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 2022 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:

/s/ Jen M. Vasin
Employee Signature

Jennifer M. Vasin
Print Name

July 19, 2022
Date

INSIGHT:

By: /s/ Joyce A. Mullen

Title: Chief Executive Officer

Date: July 19, 2022

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.

4.1 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.

4.2 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.

4.3 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.

4.4 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 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.

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.

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

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

4. Return of Property. Employee covenants and agrees that, upon termination of Employee's employment or at any time upon request by Insight, Employee shall promptly return to Insight all Trade Secrets, Confidential and Proprietary Information, Third-Party Information, and other Insight property 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.

INSIGHT ENTERPRISES, INC.

Exhibit 31.1

CERTIFICATION

I, Joyce A. Mullen, certify that:

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

Date: **August 4, 2022**

By: **/s/ Joyce A. Mullen**
Joyce A. Mullen
Chief Executive Officer

INSIGHT ENTERPRISES, INC.

Exhibit 31.2

CERTIFICATION

I, Glynis A. Bryan, certify that:

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

Date: **August 4, 2022**

By: /s/ Glynis A. Bryan
Glynis A. Bryan
Chief Financial Officer

INSIGHT ENTERPRISES, INC.

Exhibit 32.1

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

In connection with the Quarterly Report on Form 10-Q of Insight Enterprises, Inc. (the "Company") for the quarter ended June 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Joyce A. Mullen, Chief Executive Officer of the Company, and Glynis A. Bryan, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that to the best of our knowledge:

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

By: /s/ Joyce A. Mullen
Joyce A. Mullen
Chief Executive Officer
August 4, 2022

By: /s/ Glynis A. Bryan
Glynis A. Bryan
Chief Financial Officer
August 4, 2022
