UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): October 23, 2024

INGRAM MICRO HOLDING CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Delaware	**001-42384**	**86-2249729**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

3351 Michelson Drive, Suite 100, Irvine, CA 92612
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (714) 566-1000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Symbol(s) Trading**	**Name of each exchange on which registered**
Common Stock, $0.01 Par Value	INGM	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On October 23, 2024, Ingram Micro Holding Corporation (the "Company") priced the initial public offering (the "IPO") of its common stock, par value $0.01 per share (the "Common Stock"), at an offering price of $22.00 per share (the "IPO Price"), pursuant to the Company's registration statement on Form S-1 (File No. 333-282404), as amended (the "Registration Statement"). On October 23, 2024, in connection with the pricing of the IPO, the Company, Imola JV Holdings, L.P. (the "Selling Stockholder") and Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC and the several underwriters listed on Schedule 1 (the "Underwriters") entered into an underwriting agreement (the "Underwriting Agreement"), pursuant to which the Company agreed to offer and sell 11,600,000 shares of its Common Stock and the Selling Stockholder agreed to offer and sell 7,000,000 share of their Common Stock at the IPO Price. The Underwriters were granted a 30-day option to purchase up to an additional 2,790,000 shares of Common Stock from the Selling Stockholder. The IPO closed and the shares were delivered on October 25, 2024.

The Company and the Selling Stockholder made certain customary representations, warranties and covenants and agreed to indemnify the Underwriters against (or contribute to the payment of) certain liabilities, including liabilities under the Securities Act of 1933, as amended.

Item 3.03. Material Modification to the Rights of Securityholders.

The information set forth in Item 5.03 is incorporated by reference herein.

On October 23, 2024, the Company and the Selling Stockholder entered into an Investor Rights Agreement (the "Investor Rights Agreement"). The Investor Rights Agreement is substantially the same as the form filed as an exhibit to the Registration Statement. Please see the description of the Investor Rights Agreement in the section titled "Certain Relationships and Related Party Transactions—Agreements to Be Entered into in Connection with this Offering—Investor Rights Agreement" in the Company's Registration Statement, which description is incorporated by reference.

The foregoing description of the Investor Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Investor Rights Agreement, which is filed as Exhibit 4.1 hereto and is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 24, 2024, consistent with his transition agreement, as amended as of December 30, 2023, and as previously disclosed, Alain Monié retired from his employment with Ingram Micro Inc. ("Ingram") and resigned from all positions with respect with Ingram and each of its parents, subsidiaries and affiliates, effective that date. Mr. Monié will continue to serve as a Non-Executive Chairperson to the Board of Directors of the Company, and will receive compensation as a non-employee director in accordance with thenon-employee director compensation policy described in "Executive Compensation—Compensation Discussion and Analysis—Director Compensation" in the Company's Registration Statement.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On October 23, 2024, the Company filed a Second Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") with the Secretary of State of the State of Delaware, and the Company's Amended and Restated Bylaws (the "Bylaws") became effective on such date. The forms of the Certificate of Incorporation and Bylaws are substantially the same as the forms filed as exhibits to the Registration Statement.

Please see the descriptions of the Certificate of Incorporation and the Bylaws in the section titled "Description of Capital Stock" in the Company's Registration Statement, which descriptions are incorporated herein by reference.

The foregoing descriptions of the Certificate of Incorporation and the Bylaws do not purport to be complete and are qualified in their entirety by reference to the full text of the Certificate of Incorporation and Bylaws, which are filed as Exhibits 3.1 and 3.2 hereto and are incorporated herein by reference.

Item 8.01. Other Events.

Initial Public Offering

On October 23, 2024, the Company announced the pricing of its IPO of 18,600,000 shares of Common Stock at a price to the public of $22.00 per share**.** The Underwriters were granted a 30-day option to purchase up to an additional 2,790,000 shares of Common Stock from the Selling Stockholder. The IPO closed and the shares were delivered on October 25, 2024.

In connection with the pricing, the Company issued a press release, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
1.1	Underwriting Agreement, dated as of October 23, 2024, by and among the Company, the Selling Stockholder and Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, as representatives for the underwriters named therein.
3.1	Second Amended and Restated Certificate of Incorporation of the Company, dated October 23, 2024.
3.2	Amended and Restated Bylaws of the Company, effective October 23, 2024.
4.1	Investor Rights Agreement, effective October 23, 2024.
99.1	Press Release of the Company, dated October 23, 2024.

SIGNATURE

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 hereunto duly authorized.

INGRAM MICRO HOLDING CORPORATION

By: /s/ Augusto Aragone
Name: Augusto Aragone
Title: Executive Vice President, Secretary and General Counsel

Date: October 25, 2024

Exhibit 1.1

18,600,000 SHARES

INGRAM MICRO HOLDING CORPORATION

COMMON STOCK, PAR VALUE $0.01 PER SHARE

UNDERWRITING AGREEMENT

October 23, 2024

October 23, 2024

Morgan Stanley & Co. LLC
Goldman Sachs & Co. LLC
J.P. Morgan Securities LLC

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

as Representatives of the several Underwriters referred to below

Ladies and Gentlemen:

Ingram Micro Holding Corporation, a Delaware corporation (the "**Company**"), proposes to issue and sell to the several Underwriters named in Schedule I hereto (collectively the "**Underwriters**") for whom each of Morgan Stanley & Co. LLC ("**Morgan Stanley**"), Goldman Sachs & Co. LLC ("**GS**") and J.P. Morgan Securities LLC ("**JPM**") are acting as representatives (in such capacities, the "**Representatives**"), and Imola JV Holdings, L.P., a Delaware limited partnership (the "**Selling Stockholder**"), proposes to sell to the several Underwriters, an aggregate of 18,600,000 shares of the common stock (the "**Common Stock**"), par value $0.01 per share of the Company, of which 11,600,000 shares are to be issued and sold by the Company and 7,000,000 shares are to be sold by the Selling Stockholder. Such shares of the Common Stock to be sold by the Company and the Selling Stockholder shall hereinafter be referred to as (the "**Firm Shares**"). The Company and the Selling Stockholder are hereinafter sometimes collectively referred to as the "**Sellers**", and each a "**Seller**".

The Selling Stockholder also proposes to sell to the several Underwriters not more than an additional 2,790,000 shares of Common Stock (solely to cover over-allotments, if any, the "**Additional Shares**"), if and to the extent that the Representatives shall have determined to exercise, on behalf of the Underwriters, the right to purchase such shares of Common Stock granted to the Underwriters in Section 3 hereof. The Firm Shares and the Additional Shares are hereinafter collectively referred to as the "**Shares**."

The Company has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-1 (File No. 333-282404), including a preliminary prospectus, relating to the Shares. The registration statement, as amended at the time it becomes effective, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A under the Securities Act of 1933, as amended (the "**Securities Act**"), is hereinafter referred to as the "**Registration Statement**"; the

prospectus in the form first used to confirm sales of Shares (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Prospectus**." If the Company has filed an abbreviated registration statement to register additional shares of Common Stock pursuant to Rule 462(b) under the Securities Act (a "**Rule 462 Registration Statement**"), then any reference herein to the term '**Registration Statement**" shall be deemed to include such Rule 462 Registration Statement.

For purposes of this underwriting agreement (this "**Agreement**"), "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act, "**preliminary prospectus**" shall mean each prospectus used prior to the effectiveness of the Registration Statement, and each prospectus that omitted information pursuant to Rule 430A under the Securities Act that was used after such effectiveness and prior to the execution and delivery of this Agreement, "**Time of Sale Prospectus**" means the preliminary prospectus contained in the Registration Statement at the time of its effectiveness together with the documents and pricing information set forth in Schedule II hereto, and "**broadly available road show**" means a "bona fide electronic road show" as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; and (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act. As used herein, the terms "Registration Statement," "preliminary prospectus," "Time of Sale Prospectus" and "Prospectus" shall include the documents, if any, incorporated by reference therein as of the date hereof.

The Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated, (an affiliate of BofA Securities, Inc., a participating Underwriter, hereafter referred to as "**Merrill Lynch**") have agreed that up to 5% of the Firm Shares to be purchased by the Underwriters under this Agreement (such Firm Shares, the "**Reserved Securities**") shall be reserved for sale by Merrill Lynch to certain of the Company's directors, officers, employees and business associates and other parties related to the Company or the Selling Stockholder (collectively, the "**Invitees**") as part of the distribution of the Shares by the Underwriters (the "**Reserved Share Program**"), subject to the terms of this Agreement, the applicable rules, regulations and interpretations of FINRA (as defined herein) and all other applicable laws, rules and regulations. The Company has solely determined, without any direct or indirect participation by the Underwriters, Merrill Lynch or any of their respective affiliates, (i) the Invitees who will purchase the Reserved Securities and (ii) the amount to be purchased by such Invitees, in each case, pursuant to the Reserved Share Program. To the extent that any Reserved Securities are not orally confirmed for purchase by any Invitee by 11:59 PM. (New York City time) on the date of this Agreement, any such Reserved Securities will be offered to the public by the Underwriters as part of the public offering contemplated hereby as set forth in the Prospectus.

1. *Representations and Warranties of the Company.* The Company represents and warrants to and agrees with each of the Underwriters that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose or pursuant to Section 8A under the Securities Act are pending before or, to the Company's knowledge, threatened by the Commission.

(b) (i) The Registration Statement, when it became effective, did not contain and, as amended or supplemented, if applicable, will not, as of the date of such amendment or supplement, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Registration Statement and the Prospectus comply and, as amended or supplemented, if applicable, will, as of the date of such amendment or supplement, comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (iii) the Time of Sale Prospectus does not, and at the time of each sale of the Shares in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date (as defined in Section 5), the Time of Sale Prospectus, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (iv) each broadly available road show, if any, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (v) each free writing prospectus does not conflict with information contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus and (vi) the Prospectus, as of its date, does not contain and, as amended or supplemented, if applicable, as of the date of such amendment or supplement, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions identified in Section 11(b) below contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus based upon information relating to any Underwriter furnished to the Company in writing by or on behalf of such Underwriter through the Representatives expressly for use therein, it being understood that the only such information furnished by any Underwriter consists of the Underwriter Information (as defined in Section 11(c) of this Agreement).

(c) The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply, as of the date of such filing, in all material respects with the applicable requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule II hereto, and electronic road shows, if any, each furnished to the Representatives before first use, the Company has not prepared, used or referred to, and will not, without the Representatives' prior consent, prepare, use or refer to, any free writing prospectus.

(d) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation and has the corporate power and authority to own, lease and operate its properties and to conduct its business in all material respects as described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus and to enter into and perform

its obligations under this Agreement. The Company is duly qualified as a foreign corporation to transact business and is in good standing or equivalent status in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not reasonably be expected to result in a Material Adverse Change (as defined below).

(e) All of the issued and outstanding capital stock or other ownership interest of each subsidiary of the Company (i) has been duly authorized and validly issued, is fully paid and nonassessable (other than for those subsidiaries that are limited liability companies, and other than any assessments that may be imposed as a matter of law), as applicable, and (ii) is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim, except, with respect to clause (ii), as disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus and as would not reasonably be expected to result in a Material Adverse Change.

(f) Each significant subsidiary of the Company (as such term is defined in Rule 1-02 of Regulation S-X of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) of the Company (such subsidiaries, collectively, the "**Significant Subsidiaries**" and each a "**Significant Subsidiary**") and each other subsidiary of the Company listed in Schedule V to this Agreement has been duly incorporated, organized or formed, as applicable, and is validly existing as a corporation or other business entity, as applicable, in good standing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable, and has the corporate or other business entity, as applicable, power and authority to own, lease and operate its properties and to conduct its business in all material respects as described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus. Each Significant Subsidiary of the Company is duly qualified as a foreign corporation or other business entity, as applicable, to transact business and is in good standing or equivalent status in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not reasonably be expected to result in a Material Adverse Change. The subsidiaries listed in Schedule V to this Agreement are the only Significant Subsidiaries of the Company.

(g) This Agreement has been duly authorized, executed and delivered by the Company.

(h) The authorized capital stock of the Company conforms as to legal matters to the description thereof contained in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(i) The Shares (including the Shares to be sold by the Selling Stockholder) outstanding prior to the issuance of the Shares to be sold by the Company have been duly authorized and are validly issued, fully paid and non-assessable.

(j) The Shares to be sold by the Company have been duly authorized and, when issued, delivered and paid for in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, and the issuance of the Shares will not be subject to any preemptive or similar rights.

(k) None of the Company nor any of its subsidiaries is (i) in violation of its charter, bylaws or other constitutive document, (ii) in default (or, with the giving of notice or lapse of time, would be in default) ("**Default**") under any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any of its subsidiaries is subject, or (iii) in violation of any law or statute applicable to the Company or any of its subsidiaries or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over the Company or any of its subsidiaries, except, in the case of clauses (ii) and (iii) above with respect to the Company and each of its subsidiaries, for such Defaults or violations as would not reasonably be expected to result in a Material Adverse Change. The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement will not contravene any provision of (i) any applicable law or statute, (ii) the certificate of incorporation or bylaws of the Company, (iii) any agreement or other instrument binding upon the Company or any of its subsidiaries or (iv) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company, or any of its subsidiaries, except in the case of clauses (i), (iii) and (iv) as would not, singly or in the aggregate, have a Material Adverse Change on the Company and its subsidiaries or any of their properties or assets, taken as a whole, and no consent, approval, authorization or order of, or qualification or filing with, any governmental body, agency or court is required for the performance by the Company of its obligations under this Agreement, except (A)(x) such as have been obtained or waived prior to the Closing Date or (y) as may be required by the securities or Blue Sky laws of the various states or foreign jurisdictions or the rules and regulations of the Financial Industry Regulatory Authority ("**FINRA**"), in connection with the offer and sale of the Shares, or (B) such as have been obtained under the laws and regulations of jurisdictions outside the United States in which the Reserved Securities were offered in connection with the consummation of the Reserved Share Program.

(l) Subsequent to the respective dates as of which information is given in the Registration Statement, the Time of Sale Prospectus or the Prospectus (exclusive of any amendments or supplements thereto): (i) there has been no material adverse change, or any development that would reasonably be expected to result in a material adverse change, or a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations, whether or not arising from transactions in the ordinary course of business, of the Company and its subsidiaries, taken as a whole (any such change is called a "**Material Adverse Change**"); and (ii) the Company and its subsidiaries, taken as a whole, have not incurred any material liability or obligation, indirect, direct or contingent, except, with respect to this clause (ii) such as would not reasonably be expected to result in a Material Adverse Change.

(m) Except as otherwise disclosed in the Registration Statement, the Time of Sale Prospectus or the Prospectus, and except as would not reasonably be expected to result in a Material Adverse Change, there are no legal or governmental actions, suits or proceedings pending or, to the knowledge of the Company and any of its subsidiaries, threatened against or affecting the Company or any of its subsidiaries or which have as the subject thereof any property owned or leased by the Company or any of its subsidiaries. There are no legal or governmental proceedings pending or threatened that would, singly or in the aggregate, result in a Material Adverse Change on the Company and its subsidiaries, taken as a whole, or on the power or ability of the Company to

perform its respective obligations under this Agreement or to consummate the transactions contemplated by each of the Registration Statement, the Time of Sale Prospectus and the Prospectus or that are required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus and are not so described in all material respects. There are no statutes, regulations, contracts or other documents to which the Company, or its subsidiaries is subject or bound that are required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus or to be filed as exhibits to the Registration Statement that are not described in all material respects or filed as required.

(n) Each preliminary prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(o) The Company has been advised of the rules and requirements under the Investment Company Act of 1940, as amended (the "**Investment Company Act**," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder). The Company is not, and immediately after giving effect to the offering and sale of the Shares and the application of the proceeds therefrom as described under the caption "Use of Proceeds" in the Prospectus, will be, an "investment company" within the meaning of the Investment Company Act.

(p) Except as otherwise disclosed in the Registration Statement, the Time of Sale Prospectus or the Prospectus, and as would not reasonably be expected to result in a Material Adverse Change, (i) none of the Company or any of its subsidiaries is in violation of Environmental Laws (as defined herein), which violation includes, but is not limited to, noncompliance with any permits or other governmental authorizations required for the operation of the business of the Company or its subsidiaries under applicable Environmental Laws, or noncompliance with the terms and conditions thereof, nor has the Company or any of its subsidiaries received any written communication, whether from a governmental authority, citizens group, employee or otherwise, that alleges that the Company or any of its subsidiaries is in violation of or subject to liability under any Environmental Law; (ii) there is no claim, action or cause of action filed with a court or governmental authority, no investigation with respect to which the Company has received written notice, and no written notice by any person or entity alleging potential liability for investigatory costs, cleanup costs, governmental responses costs, natural resources damages, property damages, personal injuries, attorneys' fees or penalties arising out of, based on or resulting from, the presence, or Release into the environment, of any Material of Environmental Concern at any location owned, leased or operated by the Company or any of its subsidiaries, now or in the past (collectively, "**Environmental Claims**"), pending or, to either the Company's or any of its subsidiaries' knowledge, threatened against the Company or any of its subsidiaries or any person or entity whose liability for any Environmental Claim the Company or any of its subsidiaries has retained or assumed either contractually or by operation of law; (iii) to the Company's or any of its subsidiaries' knowledge, there are no past, present or anticipated future actions, activities, circumstances, conditions, events or incidents, including, without limitation, the presence, Release, or threat of Release, of any Material of Environmental Concern, that would reasonably be expected to result in a violation of any Environmental Law, require expenditures to be incurred pursuant to Environmental Law, or form the basis of a potential Environmental Claim against the Company or any of its subsidiaries or against

any person or entity whose liability for any Environmental Claim Holdings, the Company or any of its subsidiaries has retained or assumed either contractually or by operation of law; and (iv) none of the Company or any of its subsidiaries is conducting or paying for, in whole or in part, any investigation, response or other corrective action at any location under any Environmental Law, or is subject or a party to any order, decree, judgment or agreement which imposes any obligation or liability under any Environmental Law. For purposes of this Agreement, "**Environment**" means ambient air, indoor air, surface water, groundwater, drinking water, soil surface and subsurface strata, and natural resources such as wetlands, flora and fauna. "**Environmental Laws**" means any and all applicable Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits or governmental restrictions relating to pollution or the protection of the Environment or of human health and safety, including those relating to the manufacture, generation, handling, transport, storage, treatment, Release or threat of Release of Materials of Environmental Concern. "**Materials of Environmental Concern**" means any substance, material, pollutant, contaminant, chemical, waste, compound or constituent, in any form, including, without limitation, petroleum and petroleum products, subject to regulation or which can rise to liability under any Environmental Law. "**Release**" means any release, spill, emission, discharge, deposit, disposal, leaking, pumping, pouring, dumping, emptying, injection or leaching into the Environment, or into, from or through any building, structure or facility.

(q) None of the Company or any of its subsidiaries nor any agent thereof acting on their behalf (other than the Underwriters, as to whom the Company and its subsidiaries make no representation) has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Shares to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System, in each case as in effect on the date hereof.

(r) Except as described in the Registration Statement, the Time of Sale Prospectus or the Prospectus, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company or to require the Company to include such securities with the Shares registered pursuant to the Registration Statement.

(s) Except solely with respect to the matter regarding Ingram Micro India Private Limited as further disclosed in the Time of Sale Prospectus and the Prospectus, (i) none of the Company or any of its subsidiaries, nor, to the knowledge of the Company or such subsidiary, any director, officer, agent, employee or controlled affiliate of the Company or any of its subsidiaries has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA (as defined herein), the UK Bribery Act (as defined herein) or any other applicable anti-bribery or anti-corruption law, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, the UK Bribery Act or any other applicable anti-bribery or anti-corruption law; (ii) the Company and its subsidiaries and, to the knowledge of the Company and its subsidiaries, their controlled affiliates have conducted their businesses in compliance with the FCPA, the UK Bribery Act or any

other applicable anti-bribery or anti-corruption laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith; and (iii) neither the Company nor any of its subsidiaries will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any applicable anti-corruption laws. "**FCPA**" means Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder. "**UK Bribery Act**" means the Bribery Act 2010 of the United Kingdom, as amended, and the rules and regulations thereunder.

(t) The operations of the Company and its subsidiaries are in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions where the Company conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any of its subsidiaries, threatened.

(u) None of the Company or any of its subsidiaries, nor, to the knowledge of the Company or any of its subsidiaries, any director, officer, agent, employee or controlled affiliate of the Company or any of its subsidiaries is currently the target of any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department, the U.S. Department of Commerce, the European Union, His Majesty's Treasury or any similar sanctions imposed by any other governmental authority to which the Company or any of its subsidiaries is subject (collectively, "**Sanctions**"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the target of comprehensive Sanctions (each a "**Sanctioned Country**") (for the avoidance of doubt, as of the date of this Agreement, Sanctioned Countries are Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine and the non-government controlled areas of the Zaporizhzhia and Kherson Regions of Ukraine, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic). The Company will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, (i) to fund any activities of or business with any person that, at the time of such funding, is the subject of Sanctions, or is in a country or territory, that, at the time of such funding, is a Sanctioned Country in violation of Sanctions, or (ii) in any other manner that will result in a violation by any person (including any person participating in the offering, whether as underwriter, advisor, investor or otherwise) of Sanctions. Since April 24, 2019, the Company and each of its subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not knowingly engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

(v) Subsequent to the respective dates as of which information is given in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus, and except as described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus, (i) the Company and its subsidiaries, taken as a whole, have not incurred any material liability or obligation, direct or contingent, nor entered into any

material transaction; (ii) the Company has not purchased any of its outstanding capital stock, nor declared, paid or otherwise made any dividend or distribution of any kind on its capital stock other than ordinary and customary dividends; and (iii) there has not been any material change in the capital stock, short-term debt or long-term debt of the Company and its subsidiaries, taken as a whole.

(w) The Company and its subsidiaries have good title to all of the property and assets (other than intellectual property, which is addressed exclusively in Section 1(x)) reflected as owned by the Company and its subsidiaries in the audited financial statements of the Company and its subsidiaries included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, in each case free and clear of all liens, encumbrances and defects, except such as are described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus or such as would not result in a Material Adverse Change. Any real property and buildings held under lease by the Company and their respective subsidiaries which are material to the business of the Company and its subsidiaries, taken together, as presently conducted, are held by them under valid, subsisting and, enforceable leases with such exceptions that are described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus or that would not result in a Material Adverse Change and except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium, financial assistance, corporate benefit, capital maintenance, mandatory local provisions or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles (regardless of whether enforcement is considered in a proceeding in equity or at law) and as to rights to indemnification and contribution, by applicable law or principles of public policy.

(x) The Company and its subsidiaries own or possess adequate rights to use all material patents, trademarks, service marks, trade names, copyrights and know-how necessary to conduct the businesses as now conducted (**Intellectual Property Rights**"), except where the failure to own or possess such Intellectual Property Rights would not reasonably be expected to result in a Material Adverse Change and none of the Company nor any of its subsidiaries has received any written notice of infringement of or conflict with asserted rights of others with respect to any Intellectual Property Rights that, if such assertion of infringement or conflict were the subject of an unfavorable decision, would reasonably be expected to result in a Material Adverse Change.

(y) (i) There has been no security breach, unauthorized access or disclosure, or other compromise of any computer systems, networks, hardware, software, data and databases used to store, transmit, process or otherwise exploit data or information used in the business or operations of the Company and its subsidiaries (collectively, "**IT Systems and Data**") that resulted in, or would be likely to result in a Material Adverse Change; (ii) neither the Company nor its respective subsidiaries have been notified in writing of a security breach or incident, unauthorized access or disclosure or other compromise to their IT Systems and Data that would reasonably be expected to result in a Material Adverse Change; and (iii) the Company and its subsidiaries have implemented, appropriate controls, policies, procedures and technological safeguards designed to maintain and protect the integrity, redundancy and security of their IT Systems and Data reasonably consistent with industry standards and practices, or as required by applicable regulatory standards. The Company and its subsidiaries are presently in compliance in all material respects with all applicable laws or statutes and all judgments, orders, binding

rules and regulations of any court or arbitrator or governmental or regulatory authority and material contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification.

(z) Except as would not reasonably be expected to result in a Material Adverse Change, (i) there is (A) no unfair labor practice complaint pending or, to the Company's or any of its subsidiaries' knowledge, threatened against the Company or any of its subsidiaries before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements pending, or to the Company's or any of its subsidiaries' knowledge, threatened against the Company or any of its subsidiaries, (B) no strike, labor dispute, slowdown or stoppage pending or, to the Company's or any of its subsidiaries' knowledge, threatened against the Company or any of its subsidiaries, and (C) no union representation question existing with respect to the employees of the Company or any of its subsidiaries and, to the Company's or any of its subsidiaries' knowledge, no union organizing activities taking place with respect to the Company or any of its subsidiaries; and (ii) there has been no violation of any federal, state or local law relating to discrimination in hiring, promotion or pay of employees or of any applicable wage or hour laws.

(aa) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are, in the Company's reasonable judgment, prudent and customary in the businesses in which they are engaged; *provided*, *however*, where appropriate, certain of the Company's subsidiaries will be self-insured with sufficient cash-on-hand that is, in the Company's reasonable judgment, prudent and customary in the businesses in which they are engaged; neither the Company nor any of its subsidiaries has been refused any insurance coverage sought or applied for; and neither the Company nor any of its subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not, singly or in the aggregate, be expected to result in a Material Adverse Change.

(bb) The Company and its subsidiaries possess such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal, local or foreign regulatory agencies or bodies necessary to conduct their respective businesses, except where the failure to obtain such licenses, certificates, authorizations or permits would not reasonably be expected to result in a Material Adverse Change, and none of the Company nor any of its subsidiaries have received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit that, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in a Material Adverse Change.

(cc) The consolidated financial statements of the Company, together with the related notes and schedules thereto, included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, comply as to form in all material respects with the applicable accounting requirements of the Securities Act and present fairly in all material respects the respective consolidated financial position of the entities to which they relate as of and at the dates indicated and the results of their operations and the changes in cash flows for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles as applied in the United States

("**GAAP**"), applied on a consistent basis throughout the periods involved, except as may be stated in the related notes thereto. The other financial information related to the Company and its subsidiaries included in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus has been derived from the accounting records of the Company and its consolidated subsidiaries and presents fairly in all material respects the information shown thereby. The pro forma consolidated financial statements of the Company and its subsidiaries and the related notes thereto included under the captions "Summary—Summary Historical and Unaudited Pro Forma Condensed Combined Financial and Other Data" and "Unaudited Pro Forma Condensed Combined Statement of Income" in the Time of Sales Prospectus and the Prospectus fairly present in all material respects the information contained therein, have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements in all material respects and have been properly presented on the bases described therein, and the Company believes the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. The statistical and market-related data included in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus are based on or derived from sources which the Company reasonably and in good faith believes are reliable and accurate and such data is consistent with the sources from which they are derived, in each case in all material respects.

(dd) PricewaterhouseCoopers LLP, which expressed its opinion and delivered its report with respect to the audited financial statements (which term as used in this Agreement includes the related notes thereto) of the Company and its subsidiaries for the consolidated financial statements of the Company for the period from January 3, 2021 to July 2, 2021 (Predecessor), for the period from July 3, 2021 to January 1, 2022 (Successor), and as of January 1, 2022 (Successor) and for the fiscal years ended December 31, 2022 and December 30, 2023, each included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, is an independent registered public accounting firm with respect to the Company within the meaning of the Securities Act and the applicable rules and regulations thereunder adopted by the Commission and the Public Company Accounting Oversight Board (United States), and any non-audit services provided by PricewaterhouseCoopers LLP to the Company or any of its subsidiaries have been approved by the Audit Committee of the Board of Directors of the Company.

(ee) The Company and its subsidiaries, taken as a whole, maintain a system of internal accounting controls that is designed to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated), except as disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting, except as disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(ff) Except as disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus, the Company has not sold, issued or distributed any shares of Common Stock during the six-month period preceding the date hereof, including any sales pursuant to Rule 144A under, or Regulation D or Regulation S of, the Securities Act, other than shares issued pursuant to employee benefit plans, qualified stock option plans or other employee compensation plans or pursuant to outstanding options, rights or warrants.

(gg) Except as disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus, no relationship, direct or indirect, exists between or among the Company or any affiliate of the Company, on the one hand, and any director, officer, member, stockholder, customer or supplier of the Company or any affiliate of the Company, on the other hand, that is anticipated to remain in effect following the Closing Date. Except as otherwise disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus, there are no outstanding loans, advances (except advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any affiliate of the Company to or for the benefit of any of the executive officers or directors of the Company or any of their respective family members.

(hh) None of the Company or any of its subsidiaries has any liability for any prohibited transaction or failure to satisfy the minimum funding standard under Section 412 of the Internal Revenue Code of 1986, as amended (the "**Code**") and Section 302 of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), whether or not waived, or any complete or partial withdrawal liability with respect to any pension, profit sharing or other plan that is subject to ERISA, to which the Company, its subsidiaries or their ERISA Affiliates (as defined herein) makes or ever has made a contribution and in which any employee of the Company or of any such subsidiary or their ERISA Affiliates is or has ever been a participant which liability, in any case, would reasonably be expected to result in a Material Adverse Change. With respect to such plans, the Company and its subsidiaries are in compliance with all applicable provisions of ERISA, except for such noncompliance which would not reasonably be expected to result in a Material Adverse Change. "**ERISA Affiliate**" means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or (c) of the Code.

(ii) Each of the Company and each of its subsidiaries has filed all tax returns required to have been filed by it through the date hereof and have paid all U.S. federal, state, local and non-U.S. taxes (including as a withholding agent) required to have been paid by it, other than tax deficiencies that the Company or a subsidiary, as the case may be, is contesting in good faith by appropriate proceedings and for which it has established adequate reserves in accordance with GAAP, to the extent that such contest effectively suspends collection of the contested obligation and the enforcement of any liens securing such obligation, except to the extent any such failure to file or pay would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change. Other than tax deficiencies that the Company or a subsidiary, as the case may be, is contesting in good faith by appropriate proceedings and for which it has established adequate reserves in accordance with GAAP, to the extent that such contest effectively suspends collection of the contested obligation and the enforcement of any liens securing such obligation, there is no tax deficiency that has been asserted against the Company or its subsidiaries that would, if determined adversely against the Company or its

subsidiaries, reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change.

(jj) The Company (i) has not alone engaged in any Testing-the-Waters Communication (as defined herein) with any person other than Testing-the-Waters Communications with the consent of the Representatives with entities that are reasonably believed to be qualified institutional buyers within the meaning of Rule 144A under the Securities Act or institutions that are reasonably believed to be "accredited investors" within the meaning of Rule 501 under the Securities Act, and (ii) has not authorized anyone other than the Representatives to engage in Testing-the-Waters Communications. The Company reconfirms that the Representatives have been authorized to act on its behalf in undertaking Testing-the-Waters Communications. The Company has not distributed any Written Testing-the-Waters Communication other than those listed on Schedule III hereto. "**Testing-the-Waters Communication**" means any communication with potential investors undertaken in reliance on Section 5(d) or Rule 163B of the Securities Act. A "**Written Testing-the Waters Communication**" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Securities Act.

(kk) As of the time of each sale of the Shares in connection with the offering when the Prospectus is not yet available to prospective purchasers, none of (A) the Time of Sale Prospectus, (B) any free writing prospectus, when considered together with the Time of Sale Prospectus, and (C) any individual Written Testing-the-Waters Communication, when considered together with the Time of Sale Prospectus, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon or in conformity with the Underwriter Information.

(ll) In connection with any offer and sale of Reserved Securities outside the United States, each of the Registration Statement, the Preliminary Prospectus, the Prospectus, and the Time of Sale Prospectus comply, and any further amendments or supplements thereto will comply, in all material respects with any applicable laws or regulations of foreign jurisdictions in which the foregoing are distributed in connection with the Reserved Share Program.

(mm) The Company has not offered, or caused Merrill Lynch or any Merrill Lynch Entity (as defined in Section 12 hereof) to offer, any Reserved Securities to any person pursuant to the Reserved Share Program with the specific intent to unlawfully influence (i) a customer or supplier of the Company or any of its affiliates to alter the customer's or supplier's level or type of business with any such entity or (ii) a trade journalist or publication to write or publish favorable information about the Company or any of its affiliates, or their respective businesses or products.

2. *Representations and Warranties of the Selling Stockholder.* The Selling Stockholder represents and warrants to and agrees with each of the Underwriters that:

(a) This Agreement has been duly authorized, executed and delivered by or on behalf of the Selling Stockholder.

(b) The execution and delivery by the Selling Stockholder of, and the performance by the Selling Stockholder of its obligations under, this Agreement and the Custody Agreement signed by the Selling Stockholder and Computershare Inc., as custodian, relating to the deposit of the Shares to be sold by the Selling Stockholder (the "**Custody Agreement**") will not contravene (i) any provision of applicable law, (ii) the limited partnership agreement of the Selling Stockholder, (iii) any agreement or other instrument binding upon the Selling Stockholder or (iv) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Selling Stockholder, except in the case of clauses (i), (iii) or (iv) as would not individually or in the aggregate have a material adverse effect on the ability of the Selling Stockholder to consummate the transactions contemplated by this Agreement, and no consent, approval, authorization or order of, or qualification with, any governmental body, agency or court is required for the performance by the Selling Stockholder of its obligations under this Agreement or the Custody Agreement, except such as may be required under the Securities Act, the Exchange Act or the rules and regulations thereunder, under the rules and regulations of FINRA or such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares.

(c) The Selling Stockholder has, and on the Closing Date and the Option Closing Date will have, valid title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of, the Shares to be sold by the Selling Stockholder free and clear of all security interests, claims, liens, equities or other encumbrances and the legal right and power, and all authorization and approval required by law, to enter into this Agreement and the Custody Agreement and to sell, transfer and deliver the Shares to be sold by the Selling Stockholder or a security entitlement in respect of such Shares.

(d) The Custody Agreement has been duly authorized, executed and delivered by the Selling Stockholder and is a valid and binding agreement of the Selling Stockholder.

(e) Upon payment for the Shares to be sold by the Selling Stockholder pursuant to this Agreement, delivery of such Shares, as directed by the Underwriters, to Cede & Co. ("**Cede**") or such other nominee as may be designated by the Depository Trust Company ("**DTC**"), registration of such Shares in the name of Cede or such other nominee and the crediting of such Shares on the books of DTC to securities accounts of the Underwriters (assuming that neither DTC nor any such Underwriter has notice of any adverse claim (within the meaning of Section 8-105 of the New York Uniform Commercial Code (the "**UCC**")) to such Shares), (i) DTC shall be a "protected purchaser" of such Shares within the meaning of Section 8-303 of the UCC, (ii) under Section 8-501 of the UCC, the Underwriters will acquire a valid security entitlement in respect of such Shares and (iii) no action based on any "adverse claim," within the meaning of Section 8-102 of the UCC, to such Shares may be validly asserted against the Underwriters with respect to such security entitlement; for purposes of this representation, the Selling Stockholder may assume that when such payment, delivery and crediting occur, (A) such Shares will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Company's share registry in accordance with its certificate of incorporation, bylaws and applicable law, (B) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102 of the UCC and (C) appropriate entries to the accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC.

(f) The Selling Stockholder has delivered to the Representatives an executedlock-up agreement in substantially the form attached hereto as Exhibit A (the "**Lock-up Agreement**").

(g) As of the date of hereof and as of the Closing Date and the Option Closing Date, as the case may be, the Selling Stockholder is not, and will not be, prompted by any information concerning the Company or its subsidiaries which is not set forth in the Registration Statement, the Time of Sale Prospectus or the Prospectus to sell its Shares pursuant to this Agreement.

(h) (i) The Registration Statement, when it became effective, did not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Time of Sale Prospectus does not, and at the time of each sale of the Shares in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date (as defined in Section 5), the Time of Sale Prospectus, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (iii) each broadly available road show, if any, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (iv) the Prospectus, as of its date and as of the Option Closing Date, does not contain and, as amended or supplemented, if applicable, will not as of the date of such amendment or supplement contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that this representation and warranty shall not apply to any statements or omissions made in reliance upon or in conformity with the Underwriter Information; *provided*, *however*, that such representations and warranties set forth in this Section 2(h) apply only to statements or omissions made in reliance upon and in conformity with information furnished to the Company in writing by the Selling Stockholder expressly for use in the Registration Statement, the Time of Sale Prospectus or the Prospectus, it being understood and agreed that the only such information furnished by the Selling Stockholder consists only of (A) the legal name and address of the Selling Stockholder set forth in the footnote relating to the Selling Stockholder under the caption "Principal and Selling Stockholder" and (B) the number of Shares owned by the Selling Stockholder before and after the offering (excluding percentages) that appears in the table (and corresponding footnotes) under the caption "Principal and Selling Stockholder" (collectively, the "**Selling Stockholder Information**").

(i) (i) None of the Selling Stockholder or any director or officer thereof, or, to the knowledge of the Selling Stockholder, any employee, agent, representative or affiliate thereof, is a person that is, or is owned or controlled by one or more persons that are:

(A) the subject of any Sanctions, or

(B) located, organized or resident in any Sanctioned Country.

(j) (i) The Selling Stockholder will not, directly or knowingly indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person:

(A) to fund any activities of or business with any person that, at the time of such funding, is the subject of Sanctions, or is in a country or territory, that, at the time of such funding, is a Sanctioned Country in violation of Sanctions; or

(B) in any other manner that will result in a violation by any person (including any person participating in the offering, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(ii) Since April 24, 2019, the Selling Stockholder has not knowingly engaged in, is not now knowingly engaged in and will not knowingly engage in, any dealings or transactions in any Sanctioned Country or with any person that, at the time of the dealing or transaction, is or was the subject of Sanctions.

(iii) (A) None of the Selling Stockholder, any of its subsidiaries, any director or officer thereof, nor, to the knowledge of the Selling Stockholder, any employee, agent, representative or affiliate thereof has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA, the UK Bribery Act or any other applicable antibribery or anti-corruption law, (B) the Selling Stockholder and its subsidiaries and, to the knowledge of the Selling Stockholder, their affiliates have conducted their businesses in compliance with the FCPA, the UK Bribery Act or any other applicable anti-bribery or anti-corruption laws; and (C) neither the Selling Stockholder nor any of its subsidiaries will, directly or knowingly indirectly, use the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any applicable anti-corruption laws.

(iv) The operations of the Selling Stockholder and each of its subsidiaries are and have been conducted at all times in material compliance with all applicable Money Laundering Laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Selling Stockholder or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Selling Stockholder, threatened.

(k) The Selling Stockholder represents and warrants that it is not (i) an employee benefit plan subject to Title I of ERISA, (ii) a plan or account subject to Section 4975 of the Internal Revenue Code of 1986, as amended or (iii) an entity deemed to hold "plan assets" of any such plan or account under Section 3(42) of ERISA, 29 C.F.R. 2510.3-101, or otherwise.

3. *Agreements to Sell and Purchase.* Each Seller, severally and not jointly, hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the terms and conditions hereinafter stated, agrees, severally and not jointly, to purchase from such Seller at $20.79 a share

(the "**Purchase Price**") the number of Firm Shares (subject to such adjustments to eliminate fractional shares as the Representatives may determine) that bears the same proportion to the number of Firm Shares to be sold by such Seller as the number of Firm Shares set forth in Schedule I hereto opposite the name of such Underwriter bears to the total number of Firm Shares.

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Selling Stockholder agrees to sell to the Underwriters the Additional Shares (solely to cover over-allotments, if any), and the Underwriters shall have the right to purchase, severally and not jointly, up to 2,790,000 Additional Shares at the Purchase Price, *provided*, *however*, that the amount paid by the Underwriters for any Additional Shares shall be reduced by an amount per share equal to any dividends declared by the Company and payable on the Firm Shares but not payable on such Additional Shares. The Representatives may exercise this right on behalf of the Underwriters in whole or from time to time in part by giving written notice not later than 30 days after the date of this Agreement. Any exercise notice shall specify the number of Additional Shares to be purchased by the Underwriters and the date on which such shares are to be purchased. Each purchase date must be at least one business day after the written notice is given and may not be earlier than the closing date for the Firm Shares or later than ten business days after the date of such notice. Additional Shares may be purchased as provided in Section 5 hereof solely for the purpose of covering the option to purchase Additional Shares. On each day, if any, that Additional Shares are to be purchased (an "**Option Closing Date**"), each Underwriter agrees, severally and not jointly, to purchase the number of Additional Shares (solely to cover over-allotments, if any) (subject to such adjustments to eliminate fractional shares as the Representatives may determine) that bears the same proportion to the total number of Additional Shares to be purchased on such Option Closing Date as the number of Additional Shares set forth in Schedule I hereto opposite the name of such Underwriter bears to the total number of Additional Shares.

4. *Terms of Public Offering.* The Company and the Selling Stockholder have been advised by the Representatives that the Underwriters propose to make a public offering of their respective portions of the Shares as soon after the Registration Statement and this Agreement have become effective as in the Representatives' judgment is advisable. The Company and the Selling Stockholder have been further advised by the Representatives that the Shares are to be offered to the public initially at $22.00 a share (the "**Public Offering Price**").

5. *Payment and Delivery*. Payment for the Firm Shares to be sold by each Seller shall be made to such Seller in Federal or other funds immediately available in New York City against delivery of such Firm Shares for the respective accounts of the several Underwriters at 10:00 a.m., New York City time, on October 25, 2024, or at such other time on the same or such other date, not later than November 1, 2024, as shall be designated in writing by the Representatives. The time and date of such payment are hereinafter referred to as the "**Closing Date**."

Payment for any Additional Shares shall be made to the Selling Stockholder in Federal or other funds immediately available in New York City against delivery of such Additional Shares for the respective accounts of the several Underwriters at 10:00 a.m., New York City time, on the date specified in the corresponding notice described in Section 3 or at such other time on the same or on such other date, in any event not later than December 9, 2024, as shall be designated in writing by the Representatives.

The Firm Shares and Additional Shares shall be registered in such names and in such denominations as the Representatives shall request not later than one full business day prior to the

Closing Date or the applicable Option Closing Date, as the case may be. The Firm Shares and Additional Shares shall be delivered to the Representatives on the Closing Date or an Option Closing Date, as the case may be, for the respective accounts of the several Underwriters. The Purchase Price payable by the Underwriters shall be reduced by any stamp, issuance, transfer or other similar taxes or fees paid by, or on behalf of, the Underwriters in connection with the transfer of the Shares to the Underwriters or the initial resale by the Underwriters to the initial investors duly paid.

6. *Conditions to the Underwriters' Obligations*. The obligations of the Sellers to sell the Shares to the Underwriters and the several obligations of the Underwriters to purchase and pay for the Shares on the Closing Date are subject to the condition that the Registration Statement shall have become effective not later than 2:00 PM, (New York City time) on the date hereof.

The several obligations of the Underwriters are subject to the following further conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) no order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose or pursuant to Section 8A under the Securities Act shall be pending before or, to the Company's knowledge, threatened by the Commission;

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act; and

(iii) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus that, in the Representatives' judgment, is material and adverse and that makes it, in the Representatives' judgment, impracticable to market the Shares on the terms and in the manner contemplated in the Time of Sale Prospectus.

(b) The Underwriters shall have received on the Closing Date (i) a certificate, dated the Closing Date and signed by an executive officer of the Company, to the effect set forth in Sections 6(a)(i) and 6(a)(ii) above and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date and (ii) a certificate of the Selling Stockholder, dated the Closing Date, to the effect that (i) the representations and warranties of the Selling Stockholder in this Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Date and (ii) the Selling Stockholder has complied with all agreements and all conditions on its part to be performed under this Agreement on or before the Closing Date as set forth in this Agreement.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Underwriters shall have received on the Closing Date an opinion and negative assurance letter of Willkie Farr & Gallagher LLP, outside counsel for the Company, dated the Closing Date, in form and substance set forth on Exhibit C hereto.

(d) The Underwriters shall have received on the Closing Date opinions of Willkie Farr & Gallagher LLP and Richards, Layton & Finger, P.A., counsel for the Selling Stockholder, in form and substance set forth on Exhibit D hereto.

(e) The Underwriters shall have received on the Closing Date an in-house opinion of the general counsel of the Company, dated the Closing Date, in the form and substance set forth on Exhibit E hereto.

(f) The Underwriters shall have received on the Closing Date an opinion and negative assurance letter of Cahill Gordon & Reindel LLP, counsel for the Underwriters, dated the Closing Date, with respect to such matters as the Representatives may reasonably request.

(g) The Underwriters shall have received, on each of the date hereof and the Closing Date, a letter dated the date hereof or the Closing Date, as the case may be, in form and substance reasonably satisfactory to the Underwriters, from PricewaterhouseCoopers LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; *provided that* the letter delivered on the Closing Date shall use a "cut-off date" not earlier than the date hereof.

(h) At the date of this Agreement, the Representatives shall have received the Lock-Up Agreements substantially in the form of Exhibit A hereto signed by the persons listed on Schedule IV hereto, and all such Lock-Up Agreements shall be in full force and effect on the Closing Date.

(i) The Shares shall have been listed and admitted and authorized for trading on the New York Stock Exchange, and satisfactory evidence of such actions shall have been provided to the Representatives, subject to official notice of issuance.

(j) On each of the date of this Agreement and the Closing Date, the Representatives shall have received a certificate, signed by the Chief Financial Officer of the Company, with respect to certain financial data relating to the Company and its subsidiaries contained in the Time of Sale Prospectus and the Prospectus, in form and substance reasonably satisfactory to the Representatives.

(k) The Representatives shall have received on and as of the Closing Date such other documents as the Representatives may reasonably request, including, without limitation, satisfactory evidence of the good standing of the Company and its Significant Subsidiaries in their respective jurisdictions of organization and their good standing in such other jurisdictions as the Representatives may reasonably request, in each case, in

writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(l) The several obligations of the Underwriters to purchase Additional Shares (solely to cover over-allotments, if any) hereunder are subject to the delivery to the Representatives on the applicable Option Closing Date of the following:

(i) a certificate, dated the Option Closing Date and signed by an executive officer of the Company, confirming that the certificate delivered on the Closing Date pursuant to Section 6(b) hereof remains true and correct as of such Option Closing Date;

(ii) an opinion and negative assurance letter of Willkie Farr & Gallagher LLP, outside counsel for the Company, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 6(c) hereof;

(iii) an opinion of Willkie Farr & Gallagher LLP and Richards, Layton & Finger, P.A., counsel for the Selling Stockholder, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 6(d) hereof;

(iv) an in-house opinion of the general counsel of the Company, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 6(e) hereof;

(v) an opinion and negative assurance letter of Cahill Gordon & Reindel LLP, counsel for the Underwriters, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 6(f) hereof;

(vi) a letter dated the Option Closing Date, in form and substance reasonably satisfactory to the Underwriters, from PricewaterhouseCoopers LLP, independent public accountants, substantially in the same form and substance as the letter furnished to the Underwriters pursuant to Section 6(g) hereof; *provided that* the letter delivered on the Option Closing Date shall use a"cut-off date" not earlier than two business days prior to such Option Closing Date;

(vii) a certificate, dated the Option Closing Date and signed by the Chief Financial Officer of the Company, confirming that the certificate delivered on the Closing Date pursuant to Section 6(j) hereof remains true and correct as of such Option Closing Date; and

(viii) such other documents as the Representatives may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Shares to be sold on such Option Closing Date and other matters related to the issuance of such Additional Shares.

7. *Covenants of the Company*. The Company covenants with each Underwriter as follows:

(a) To furnish to the Representatives, upon request and without charge, up to three signed copies of the Registration Statement (including exhibits thereto) and for delivery to each other Underwriter a conformed copy of the Registration Statement (without exhibits thereto) and to furnish to the Representatives in New York City, without charge, prior to 10:00 a.m. New York City time on the business day next succeeding the date of this Agreement and during the period mentioned in Section 7(e) or 7(f) below, as many copies of the Time of Sale Prospectus, the Prospectus and any supplements and amendments thereto or to the Registration Statement as the Representatives may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish to the Representatives a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which the Representatives reasonably object, and to file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such Rule.

(c) To furnish to the Representatives a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which the Representatives reasonably object.

(d) Not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Shares at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when the Time of Sale Prospectus is delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Shares as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or

condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses the Representatives will furnish to the Company) to which Shares may have been sold by the Representatives on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To endeavor to qualify the Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request; *provided*, *however*, that nothing contained herein shall require the Company to qualify to do business in any jurisdiction where it would not otherwise be required to so qualify, to execute a general consent to service of process in any jurisdiction or to subject itself to taxation in any jurisdiction in which it is not otherwise subject.

(h) To make generally available to the Company's security holders and to the Representatives as soon as practicable an earnings statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement that shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder; *provided*, *however*, that the Company will be deemed to have furnished such statement to its security holders to the extent such information is available on the Commission's Electronic Data Gathering, Analysis and Retrieval System.

(i) If at any time following the distribution of any Written Testing-the-Waters Communication there occurred or occurs an event or development as a result of which such Written Testing-the-Waters Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the Representatives and will promptly amend or supplement, at its own expense, such Written Testing-the-Waters Communication to eliminate or correct such untrue statement or omission.

(j) That it will ensure that the Reserved Securities will be restricted as required by FINRA or the FINRA rules from sale, transfer, assignment, pledge or hypothecation for a period of three months following the date of this Agreement. Merrill Lynch will notify the Company as to which persons will need to be so restricted, which shall be limited to those persons (if any) who are affiliated with or associated with a member of FINRA. At the request of the Underwriters, the Company will direct the transfer agent to place a stop transfer restriction upon such Reserved Securities for such period of time. Should the Company release, or seek to release, from such restrictions any of the Reserved Securities, the Company agrees to reimburse Merrill Lynch for any

reasonable expenses (including, without limitation, legal expenses) they incur in connection with such release.

The Company also covenants with each Underwriter that, without the prior written consent of at least two of the Representatives on behalf of the Underwriters (*provided* that each Representative shall have been informed of and given a reasonable opportunity to give or withhold consent to any such waiver request), it will not, and will not publicly disclose an intention to, during the period ending 180 days after the date of the Prospectus (the "**Restricted Period**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise or (3) file any registration statement with the Commission relating to the offering of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock.

The restrictions contained in the preceding paragraph of this Section 7(j) shall not apply to (A) the Shares to be sold hereunder, (B) the issuance by the Company of shares of Common Stock, upon the exercise of an option or warrant, vesting or settlement of restricted stock or restricted stock units or the conversion of a security outstanding on the date hereof as described in each of the Time of Sale Prospectus and the Prospectus; *provided that* the Company shall cause each recipient, on or prior to the issuance, exercise, vesting or settlement of any such grants or shares of Common Stock, to sign and deliver a lock-up agreement substantially in the form of the Lock-Up Agreement for the balance of the Restricted Period, (C) grants of stock options, stock awards, restricted stock, restricted stock units or other equity awards and the issuance of Common Stock or securities convertible into or exercisable for Common Stock (whether upon the exercise of stock options or otherwise) to employees, officers, directors, advisors or consultants of the Company pursuant to the terms of a plan in effect on the date hereof and described in each of the Time of Sale Prospectus and the Prospectus; *provided that* the Company shall cause each recipient, on or prior to the issuance of any such grants or shares of Common Stock, to sign and deliver a lock-up agreement substantially in the form of the Lock-Up Agreement for the balance of the Restricted Period, (D) facilitating the establishment of a trading plan on behalf of a shareholder, officer or director of the Company pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock; *provided that* (i) such plan does not provide for the transfer of Common Stock during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Stock may be made under such plan during the Restricted Period, (E) the filing of any registration statement on Form S-8 relating to securities (i) granted or to be granted pursuant to any plan in effect on the date hereof and described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus or (ii) otherwise eligible to be included on a registration statement on Form S-8 and described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus, (F) the offer or issuance or agreement to issue by the Company of Common Stock or securities convertible into, exercisable for or which are otherwise exchangeable for or represent the right to receive Common Stock in connection with an acquisition, merger, joint venture, strategic alliance, commercial or other collaborative relationship or the acquisition or license by the Company or any of its subsidiaries of the securities, business, property or other assets of another person or

entity or pursuant to any employee benefit plan as assumed by the Company in connection with any such acquisition or transaction; *provided that* (i) the aggregate number of shares of Common Stock, securities convertible into, exercisable for or which are otherwise exchangeable for or represent the right to receive Common Stock that the Company may sell or issue or agree to sell or issue pursuant to this clause (F) shall not exceed 10.0% of the total number of shares of Common Stock outstanding immediately following the issuance of the Shares hereunder, and (ii) the Company shall cause each recipient of such shares, on or prior to the issuance of any such shares of Common Stock, to sign and deliver a lock-up agreement substantially in the form of the Lock-Up Agreement for the balance of the Restricted Period or (G) the issuance of any shares of common stock upon the conversion of our Class A voting common stock and Class B non-voting common stock and stock split (the "**Offering Reorganization Transactions**") in accordance with the Company's certificate of incorporation and as described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus; *provided that* (i) the Company shall cause each recipient of such shares, on or prior to the issuance of any such shares of Common Stock, to sign and deliver a lock-up agreement substantially in the form of the Lock-Up Agreement for the balance of the Restricted Period and (ii) (1) to the extent any filing by, or on behalf of, any party shall be required to be made with respect to such receipt or such transfer pursuant to Section 16(a) of the Exchange Act, such filing shall clearly indicate in the footnotes thereto that such receipt or transfer is being made pursuant to the circumstances described in this clause (G), and (2) no other public announcement or filing shall be required or shall be voluntarily made with respect to such receipt or such transfer during the Restricted Period.

If at least two of the Representatives in their sole discretion, agree to release or waive the restrictions on the transfer of Shares set forth in a Lock-up Agreement for an officer or director of the Company and provides the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Exhibit B hereto through a major news service at least two business days before the effective date of the release or waiver.

8. *Covenants of the Sellers.* Each Seller, severally and not jointly, covenant with each Underwriter as follows:

(a) Each Seller will deliver to each Underwriter (or its agent), prior to or at the Closing Date, a properly completed and executed Internal Revenue Service ("**IRS**") Form W-9 or an IRS Form W-8, as appropriate, together with all required attachments to such form.

(b) Each Seller, to the extent not already provided, will each deliver to each Underwriter (or its agent), on the date of execution of this Agreement, upon request, a properly completed and executed Certification Regarding Beneficial Owners of Legal Entity Customers, together with copies of identifying documentation, and each Seller undertakes to provide such additional supporting documentation as each Underwriter may reasonably request in connection with the verification of the foregoing Certification.

9. *Expenses*. Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company agrees to pay or cause to be paid all expenses incident to the performance of their obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel, the Company's accountants and counsel for the Selling Stockholder in connection with the registration and delivery of the Shares under the Securities Act and all other fees or expenses in connection with the preparation and

filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Shares to the Underwriters and any stamp, issuance, transfer or other similar taxes or fees payable in respect of the transfer and delivery of the Shares to the Underwriters or the resale of the Shares by the Underwriters to the initial investors, (iii) with respect to the Reserved Share Program, (A) all costs and expenses of Merrill Lynch, including the fees and disbursements of counsel for Merrill Lynch, in connection with matters related to the Reserved Securities which are designated by the Company for sale to Invitees, and (B) all fees and disbursements of counsel incurred by the Underwriters in connection with the Reserved Share Program and stamp duties, similar taxes or duties or other taxes, if any, incurred by the Underwriters in connection with the Reserved Share Program, (iv) the documented cost of printing or producing any Blue Sky or Legal Investment memorandum in connection with the offer and sale of the Shares under state securities laws and all expenses in connection with the qualification of the Shares for offer and sale under state securities laws as provided in Section 7(g) hereof, including filing fees and the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (v) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Shares by FINRA (*provided that* the amount payable by the Company with respect to fees and disbursements of counsel for the Underwriters pursuant to subsections (iv) and (v) shall not exceed $50,000 in the aggregate), (vi) all fees and expenses in connection with the preparation and filing of the registration statement on Form 8-A relating to the Common Stock and all costs and expenses incident to listing the Shares on the NYSE, (vii) the cost of printing certificates representing the Shares, (viii) the costs and charges of any transfer agent, registrar or depositary, (ix) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Shares, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and 50% of the cost of any aircraft chartered in connection with the road show (with the Underwriters being responsible for the other 50% of such aircraft expenses), (x) the document production charges and expenses associated with printing this Agreement and (xi) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section 9. It is understood, however, that except as provided in this Section 9, Section 11 entitled "Indemnity and Contribution", Section 12 entitled "Reserved Share Program Indemnification" and the last paragraph of Section 14 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel and any advertising expenses connected with any offers they may make. The provisions of this Section 9 shall not supersede or otherwise affect any agreement that the Sellers may otherwise have for the allocation of such expenses among themselves.

10. *Covenants of the Underwriters.* Each Underwriter, severally and not jointly, covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or

on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter.

11. *Indemnity and Contribution*. (a) The Company agrees to indemnify and hold harmless each Underwriter, each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) that arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus, the Time of Sale Prospectus or any amendment or supplement thereto, any "issuer free writing prospectus" as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, any "road show" as defined in Rule 433(h) under the Securities Act (a "**road show**"), the Prospectus or any amendment or supplement thereto, or any Testing-the-Waters Communication or arise out of, or are based upon, any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any such untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any Underwriter Information (as defined below).

(b) The Selling Stockholder agrees to indemnify and hold harmless each Underwriter, each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above; *provided that* the Selling Stockholder shall be liable only to the extent that such untrue statement or alleged untrue statement of material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading has been made in the Registration Statement, any Preliminary Prospectus, the Time of Sale Prospectus or the Prospectus, or any amendment or supplement thereto, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any roadshow or any Testing-the-Waters Communication, but only with reference to the Selling Stockholder Information furnished to the Company in writing by or on behalf of the Selling Stockholder expressly for use therein. The liability under this subsection (b) of the Selling Stockholder shall be limited to an amount equal to the aggregate gross proceeds after underwriting commissions and discounts, but before expenses, to the Selling Stockholder from the sale of Shares sold by the Selling Stockholder hereunder (with respect to the Selling Stockholder, such amount being referred to herein as the Selling Stockholder's "**Net Proceeds**").

(c) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, the Selling Stockholder, the directors of the Company, the officers of the Company who sign the Registration Statement and each person, if any, who controls the Company or the Selling Stockholder within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) that arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any

amendment thereof, any preliminary prospectus, the Time of Sale Prospectus or any amendment or supplement thereto, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, any road show or the Prospectus or any amendment or supplement thereto, or arise out of, or are based upon, any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but only with reference to information relating to such Underwriter furnished to the Company in writing by or on behalf of such Underwriter through the Representatives expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus, road show, or the Prospectus or any amendment or supplement thereto; it being understood and agreed upon that the only information furnished by any such Underwriter through the Representatives consists of the following information in the Time of Sale Prospectus and the Prospectus furnished on behalf of each Underwriter: the information in the first sentence and the second sentence of the first paragraph under the heading "Underwriting–Commissions and Discounts", the information in the first sentence, the second sentence, the fifth sentence, the sixth sentence, the eighth sentence and the ninth sentence in the first paragraph under the heading "Underwriting–Price Stabilization, Short Positions and Penalty Bids", the information in the first sentence in the second paragraph under the heading "Underwriting–Price Stabilization, Short Positions and Penalty Bids" the information in the third sentence in the third paragraph under the heading "Underwriting–Price Stabilization, Short Positions and Penalty Bids" and the information appearing under the heading "Underwriting–Electronic Distribution" (such information, the "**Underwriter Information**").

(d) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 11(a), 11(b) or 11(c), such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable and documented fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for (i) the fees and expenses of more than one separate firm (in addition to any local counsel) for all Underwriters and all persons, if any, who control any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act or who are affiliates of any Underwriter within the meaning of Rule 405 under the Securities Act, (ii) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Company, its directors, its officers who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either such Section and (iii) the fees and

expenses of more than one separate firm (in addition to any local counsel) for the Selling Stockholder and all persons, if any, who control the Selling Stockholder within the meaning of either such Section, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Underwriters and such control persons and affiliates of any Underwriters, such firm shall be designated in writing by the Representatives. In the case of any such separate firm for the Company, and such directors, officers and control persons of the Company, such firm shall be designated in writing by the Company. In the case of any such separate firm for the Selling Stockholder and such control persons of the Selling Stockholder, such firm shall be designated in writing by the Selling Stockholder. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by this Section 11, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (x) includes an unconditional release of such indemnified party, in form and substance reasonably satisfactory to such indemnified party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified parties.

(e) To the extent the indemnification provided for inSection 11(a), 11(b) or 11(c) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party or parties on the other hand from the offering of the Shares or (ii)if the allocation provided by clause 11(e)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 11(e)(i) above but also the relative fault of the indemnifying party or parties on the one hand and of the indemnified party or parties on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Sellers on the one hand and the Underwriters on the other hand in connection with the offering of the Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Shares (before deducting expenses) received by each Seller and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate Public Offering Price of the Shares. The relative fault of the Sellers on the one hand and the Underwriters on the other hand shall be determined by reference to,

among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Sellers on the one hand or by the Underwriters on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 11 are several in proportion to the respective number of Shares they have purchased hereunder, and not joint. The liability of the Selling Stockholder under the contribution agreement contained in this paragraph shall be limited to an amount equal to the Selling Stockholder's Net Proceeds.

(f) The Sellers and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 11 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 11(e). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 11(e) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 11, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement of material fact or omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 11 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(g) The indemnity and contribution provisions contained in this Section 11 and the representations, warranties and other statements of the Company and the Selling Stockholder contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any affiliate of any Underwriter, by or on behalf of the Selling Stockholder or any person controlling the Selling Stockholder, or by or on behalf of the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Shares.

12. *Reserved Share Program Indemnification.* In connection with the offer and sale of the Reserved Securities pursuant to the Reserved Share Program, the Company agrees to indemnify and hold harmless Merrill Lynch, its affiliates (within the meaning of Rule 405 under the Securities Act) and selling agents and each person, if any, who controls Merrill Lynch within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act (the "**Merrill Lynch Entities**") from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) that (i) arise out of, or are based upon, the violation of any applicable laws or regulations of foreign jurisdictions where Reserved Securities have been offered, (ii) arise out of, or are based upon, any untrue statement or alleged untrue

statement of a material fact contained in any material prepared by or with the consent of the Company for distribution to Invitees in connection with the Reserved Share Program or arise out of, or are based upon, any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) arise out of, or are based upon, the failure of any Invitee to pay for and accept delivery of Reserved Securities which such Invitee had orally confirmed for purchase by 11:59 PM (New York City time) on the date of the Agreement, or (iv) are related to, arise out of, or in connection with, the Reserved Share Program.

13. *Termination*. The Underwriters may terminate this Agreement by notice given by the Representatives to the Company, if after the execution and delivery of this Agreement and prior to or on the Closing Date or any Option Closing Date, as the case may be, (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange or the NASDAQ Global Market, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by Federal or New York State authorities, or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in the Representatives' judgment, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in the Representatives' judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Shares on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

14. *Effectiveness; Defaulting Underwriters*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Shares that it has or they have agreed to purchase hereunder on such date, and the aggregate number of Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of the Shares to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Shares set forth opposite their respective names in Schedule I bears to the aggregate number of Firm Shares set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as the Representatives may specify, to purchase the Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided that* in no event shall the number of Shares that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 14 by an amount in excess ofone-ninth of such number of Shares without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Shares and the aggregate number of Firm Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Shares to be purchased on such date, and arrangements satisfactory to the Representatives, the Company and the Selling Stockholder for the purchase of such Firm Shares are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter, the Company or the Selling Stockholder. In any such case either the Representatives or the relevant Sellers shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Shares and the aggregate

number of Additional Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Additional Shares to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional Shares to be sold on such Option Closing Date or (ii) purchase not less than the number of Additional Shares that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of any Seller to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason any Seller shall be unable to perform its obligations under this Agreement (other than by reason of a default by the Underwriters or the occurrence of any of the events described in clause (i) of Section 13 (solely to the extent not caused by the conduct of the Company or the Selling Stockholder)), the Sellers will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all reasonable and documented out-of-pocket expenses (including the reasonable and documented fees and disbursements of their counsel) incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

15. *Entire Agreement.* (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Shares, represents the entire agreement between the Company and the Selling Stockholder, on the one hand, and the Underwriters, on the other, with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Shares.

(b) The Company and the Selling Stockholder acknowledge that in connection with the offering of the Shares: (i) the Underwriters have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Company, the Selling Stockholder or any other person, (ii) the Underwriters owe the Company and the Selling Stockholder only those duties and obligations set forth in this Agreement, any contemporaneous written agreements and prior written agreements (to the extent not superseded by this Agreement), if any, (iii) the Underwriters may have interests that differ from those of the Company and the Selling Stockholder, and (iv) none of the activities of the Underwriters in connection with the transactions contemplated herein constitutes a recommendation, investment advice, or solicitation of any action by the Underwriters with respect to any entity or natural person. The Company and the Selling Stockholder waive to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Shares.

(c) The Selling Stockholder further acknowledges and agrees that, although the Underwriters may provide the Selling Stockholder with certain Regulation Best Interest and Form CRS disclosures or other related documentation in connection with the offering, the Underwriters are not making a recommendation to the Selling Stockholder to participate in the offering or sell any Shares at the Purchase Price, and nothing set forth in such disclosures or documentation is intended to suggest that any Underwriter is making such a recommendation.

16. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 16, a "**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "**Covered Entity**" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

17. *Counterparts*. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties hereto represents and warrants to the other parties that it has the corporate or other capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

18. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

19. *Headings*. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

20. *Notices*. All communications hereunder shall be in writing and effective only upon receipt and if to the Underwriters shall be delivered, mailed or sent to the Representatives, c/o Morgan Stanley & Co. LLC at 1585 Broadway, New York, New York 10036, Attention: Equity Syndicate Desk, with a copy to the Legal Department, c/o Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Registration Department and c/o J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179 (fax: (212) 622-8358); Attention

Equity Syndicate Desk; if to the Company shall be delivered, mailed or sent to 3351 Michelson Drive, Suite 100, Irvine, CA 92612, attention: Augusto Aragone, General Counsel and if to the Selling Stockholder shall be delivered, mailed or sent to c/o Platinum Equity Advisors, LLC, 360 North Crescent Drive, South Building, Beverly Hills, CA 90210, Attention: Legal Department.

21. *Patriot Act Notice.* In accordance with the requirements of the USA Patriot Act (Title III of Pub. L.107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Selling Stockholder, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

[*Remainder of Page Intentionally Left Blank*]

Very truly yours,

INGRAM MICRO HOLDING CORPORATION

By: /s/ Michael Zilis
Name: Michael Zilis
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Underwriting Agreement]

IMOLA JV HOLDINGS, L.P.,

By: /s/ Mary Ann Sigler
Name: Mary Ann Sigler
Title: Authorized Signatory

[Signature Page to Underwriting Agreement]

Accepted as of the date hereof

MORGAN STANLEY & CO. LLC

Acting severally on behalf of themselves and the several
Underwriters named in Schedule I hereto

By: MORGAN STANLEY & CO. LLC

By: /s/ Rizvan Dhalla
Name: Rizvan Dhalla
Title: Managing Director, Morgan Stanley, Investment Banking Division

GOLDMAN SACHS & CO. LLC

Acting severally on behalf of themselves and the several
Underwriters named in Schedule I hereto

By: GOLDMAN SACHS & CO. LLC

By: /s/ Charlie Black
Name: Charlie Black
Title: Managing Director

J.P. MORGAN SECURITIES LLC

Acting severally on behalf of themselves and the several
Underwriters named in Schedule I hereto

By: J.P. MORGAN SECURITIES LLC

By: /s/ Olivia Sem Buran
Name: Olivia Sem Buran
Title: Vice President

SCHEDULE I

Underwriter	Number of Firm Shares To Be Purchased	Number of Additional Shares To Be Purchased
Morgan Stanley & Co. LLC	3,999,000	599,850
Goldman Sachs & Co. LLC	3,999,000	599,850
J.P. Morgan Securities LLC	3,999,000	599,850
BofA Securities, Inc.	1,209,000	181,350
Deutsche Bank Securities Inc.	744,000	111,600
Evercore Group L.L.C.	744,000	111,600
Jefferies LLC	744,000	111,600
RBC Capital Markets, LLC	446,400	66,960
BNP Paribas Securities Corp.	434,000	65,100
Guggenheim Securities, LLC.	434,000	65,100
Raymond James & Associates, Inc.	434,000	65,100
Rothschild & Co US Inc.	434,000	65,100
Stifel, Nicolaus & Company, Incorporated	434,000	65,100
William Blair & Company, L.L.C.	434,000	65,100
Fifth Third Securities, Inc.	55,800	8,370
Loop Capital Markets LLC	55,800	8,370
Total:	18,600,000	2,790,000

SCHEDULE II

Time of Sale Prospectus

1. Preliminary Prospectus issued October 15, 2024

2. Information other than the preliminary prospectus that comprise the Time of Sale Prospectus:

The initial public offering price per share for the Shares is $22.00.

The number of Firm Shares purchased by the Underwriters is 18,600,000, of which 11,600,000 shares are to be issued and sold by the Company and 7,000,000 shares are to be sold by the Selling Stockholder.

The number of Additional Shares to be sold by the Selling Stockholder at the option of the Underwriters is 2,790,000.

SCHEDULE III

Written Testing-the-Waters Communications

The Investor Presentation dated April 2022
The Investor Presentation dated March 2023
The Investor Presentation dated April 2023
The Investor Presentation dated December 2023
The Investor Presentation dated February 2024
The Investor Presentation dated March 2024
The Investor Presentation dated April 2024
The Investor Presentation dated June 2024
The Investor Presentation dated September 2024
The Investor Presentation dated October 2024

SCHEDULE IV

Lock-up Parties

SCHEDULE V

Significant and other Material Subsidiaries

Entity Name

Ingram Micro Inc.
Ingram Micro LP
Ingram Micro Global Holdings, C.V.
Ingram Micro Worldwide Holdings S.à.r.l.
Ingram Micro Management Company S.C.S.
Ingram Micro Management Company
Ingram Micro C.V.
Ingram Micro Global Services B.V.
Ingram Micro Global Operations, C.V.
Ingram Micro (UK) Limited
Ingram Micro Pan Europe GmbH
Ingram Micro Europe B.V.
Ingram Micro India Private Limited
Ingram Micro Mexico S.A. de C.V.
Ingram Micro Brasil Ltda.
Ingram Micro Pty Ltd
Ingram Micro SAS
Imola Intermediate Holding III Corporation
Imola Intermediate Holding II Corporation
Imola Intermediate Holding Corporation
Imola Acquisition Corporation
Ingram Micro Asia Pte. Ltd.

EXHIBIT A

[FORM OF LOCK-UP AGREEMENT]

[•], 20[•]

Morgan Stanley & Co. LLC
Goldman Sachs & Co. LLC
J.P. Morgan Securities LLC

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC ("**Morgan Stanley**"), Goldman Sachs & Co. LLC ("**GS**") and J.P. Morgan Securities LLC ("**JPM**") are acting as representatives (in such capacities, the "**Representatives**") and propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Ingram Micro Holding Corporation, a Delaware corporation (the "**Company**"), and the selling stockholder named therein, providing for the public offering (the "**Public Offering**") by the several Underwriters (the "**Underwriters**"), of shares (the "**Shares**") of the common stock, par value $0.01 per share of the Company (the "**Common Stock**") offered as part of the Public Offering.

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of at least two of the Representatives on behalf of the Underwriters (*provided* that each Representative shall have been informed of and given a reasonable opportunity to give or withhold consent to any such waiver request), it will not, will not cause any direct or indirect affiliate to, and will not publicly disclose an intention to, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus (the "**Restricted Period**") relating to the Public Offering (the "**Prospectus**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), by the undersigned or any other securities so owned by the undersigned that are convertible into or exercisable or exchangeable for Common Stock ("**Other Securities**") or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2)

above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to:

(a) transactions relating to shares of Common Stock or Other Securities acquired in open market transactions after the completion of the Public Offering; *provided that* no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions;

(b) transfers of shares of Common Stock or Other Securities (i) as a bona fide gift, (ii) to any member of the undersigned's immediate family (as defined below) or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, (iii) upon death or by will, testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned, (iv) by operation of law, pursuant to a qualified domestic order or in connection with a divorce settlement or (v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (b)(i) through (b)(iv); *provided that* in the case of any transfer pursuant to this clause (b), (A) each donee or transferee shall sign and deliver a lock-up agreement substantially in the form of this agreement for the balance of the Restricted Period and (B) (1) if any filing under Section 16(a) of the Exchange Act, or other public filing or disclosure, is legally required, such filing or disclosure shall clearly indicate in the footnotes thereto that the filing relates to circumstances described in this clause (b), and (2) no other public announcement or filing shall be voluntarily made during the Restricted Period;

(c) distributions, transfers or dispositions of shares of Common Stock or Other Securities (i) to limited partners, general partners, members, stockholders or holders of similar equity interests of the undersigned, or (ii) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control or common investment management with the undersigned or affiliates of the undersigned; *provided that* in the case of any distribution, transfer or disposition pursuant to this clause (c), (A) each donee or transferee shall sign and deliver a lock-up agreement substantially in the form of this agreement for the balance of the Restricted Period and (B) (1) if any filing under Section 16(a) of the Exchange Act, or other public filing or disclosure, is legally required, such filing or disclosure shall clearly indicate in the footnotes thereto that the filing relates to circumstances described in this clause (c), and (2) no other public announcement or filing shall be voluntarily made during the Restricted Period;

(d) establishing of a trading plan on behalf of a shareholder, officer or director of the Company pursuant to Rule10b5-1 under the Exchange Act for the transfer of shares of Common Stock; *provided that* (i) such plan does not provide for the transfer of Common Stock during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Stock may be made under such plan during the Restricted Period;

(e) transfers or sales to the Company from an employee in connection with the repurchase of shares of Common Stock or Other Securities in connection with the termination of the undersigned's employment with the Company pursuant to contractual agreements with the

Company that provides the Company with a right to purchase such shares; provided that (1) any filing required to be made during the Restricted Period pursuant to Section 16(a) of the Exchange Act or Item 703 of Regulation S-K shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (e), and (2) no other public announcement or filing shall be voluntarily made during the Restricted Period;

(f) (i) the receipt by the undersigned from the Company of shares of Common Stock or Other Securities upon the exercise, vesting or settlement of options, restricted stock units or other equity awards granted under a stock incentive plan or other equity award plan, which plan is established prior to the date hereof and is described in the Time of Sale Prospectus and the Prospectus, or warrants to purchase shares of Common Stock, insofar as such options, restricted stock units or warrants are outstanding as of the date of the Prospectus and are disclosed in the Prospectus or (ii) the transfer of shares of Common Stock or Other Securities to the Company upon a vesting or settlement event of the Company's restricted stock units or Other Securities or upon the exercise of options to purchase the Company's securities on a "cashless" or "net exercise" basis to the extent permitted by the instruments representing such options (and any transfer to the Company necessary in respect of such amount needed for the payment of taxes, including estimated taxes and withholding tax and remittance obligations, due as a result of such vesting, settlement or exercise whether by means of a "net settlement" or otherwise) so long as such vesting, settlement, "cashless" exercise or "net exercise" is effected solely by the surrender of outstanding options (or the Common Stock issuable upon the exercise thereof) or shares of Common Stock to the Company and the Company's cancellation of all or a portion thereof to pay the exercise price and/or withholding tax and remittance obligations in connection with the vesting, settlement or exercise of the restricted stock unit, option or other equity award; *provided that* (A) the shares of Common Stock or Other Securities that are so received upon such vesting, settlement or exercise of the restricted stock unit, option, warrants, or other equity award will be subject to the terms of this agreement for the duration of the Restricted Period and (B) to the extent any filing by, or on behalf of, any party (donor, donee, transferor or transferee) shall be required to be made with respect to such receipt or such transfer pursuant to Section 16(a) of the Exchange Act, such filing shall clearly indicate in the footnotes thereto that such receipt or transfer is being made pursuant to the circumstances described in this clause (f);

(g) transfers of shares of Common Stock or Other Securities pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction involving a change of control (as defined below) of the Company that is open to all holders of the Company's capital stock and has been approved by the board of directors of the Company (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of the undersigned's securities in connection with any such transaction, or vote securities in favor of any such transaction); *provided that* in the event that such third party tender offer, merger, consolidation or other such similar transaction is not completed, the Common Stock and any Other Securities owned by the undersigned shall remain subject to the restrictions contained in this agreement for the duration of the Restricted Period; and

(h) transfers of shares of Common Stock or Other Securities in connection with the Offering Reorganization Transactions (as defined in the Underwriting Agreement) as described in the Registration Statement, Time of Sale Prospectus and the Prospectus; *provided that* (A) such shares of Common Stock received in the Offering Reorganization Transactions shall be subject to the terms of this agreement for the duration of the Restricted Period and (B) (1) to the extent any filing by, or on behalf of, any party (donor, donee, transferor or transferee) shall be required to be made with respect to such receipt or such transfer pursuant to Section 16(a) of the Exchange Act,

such filing shall clearly indicate in the footnotes thereto that such receipt or transfer is being made pursuant to the circumstances described in this clause (h), and (2) no other public announcement or filing shall be required or shall be voluntarily made with respect to such receipt or such transfer during the Restricted Period.

For purposes of this agreement, (i) "**immediate family**" means any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin and (ii) "**change of control**" means the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (as defined in Section 13(d)(3) of the Exchange Act) (other than an Underwriter pursuant to the Public Offering), of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity).

In addition, the undersigned agrees that, without the prior written consent of at least two of the Representatives on behalf of the Underwriters, it will not, during the Restricted Period, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any Other Securities. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by the undersigned or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Common Stock or Other Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Common Stock, Other Securities, in cash or otherwise.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing restrictions shall be equally applicable to any issuer-directed Shares the undersigned may purchase in the offering.

If the undersigned is an officer or director of the Company, (i) the Representatives on behalf of the Underwriters agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, at least two of the Representatives will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by at least two of the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration or to an immediate family member as defined in FINRA Rule 5130(i)(5) and (b) the transferee has agreed in writing to be bound by the same terms described in this agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the Shares and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Underwriters may provide certain Regulation Best Interest and Form CRS disclosures or other related documentation to you in connection with the Public Offering, the Underwriters are not making a recommendation to you to participate in the Public Offering or sell any Shares at the price determined in the Public Offering, and nothing set forth in such disclosures or documentation is intended to suggest that any Underwriter is making such a recommendation.

The undersigned further acknowledges and agrees that none of the Underwriters has made any recommendation or provided any investment or other advice to the undersigned with respect to this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted its own legal, accounting, financial, regulatory, tax and other advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate.

Notwithstanding anything to the contrary contained herein, this agreement will automatically terminate and the undersigned will be released from all of his, her or its obligations hereunder upon the earliest to occur, if any, of (i) the date that the Company, on the one hand, or the Representatives, on the other hand, advises in writing to the other parties to the Underwriting Agreement, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering, (ii) the date of the termination of the Underwriting Agreement (other than the provisions thereof which survive termination) prior to payment for and delivery of the Shares to be sold thereunder, (iii) the date the Company withdraws the registration statement, and (iv) the Underwriting Agreement has not been executed prior to November 30, 2024.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

This agreement may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., ww.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Very truly yours,

_____

(Name)

_____

(Address)

EXHIBIT B

FORM OF WAIVER OF LOCK-UP

[•], 20[•]

[Name and Address of
Officer or Director
Requesting Waiver]

Dear Mr./Ms. [Name]:

This letter is being delivered to Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, each acting as representatives (in such capacities, the "**Representatives**") in connection with the offering by Ingram Micro Holding Corporation (the "**Company**") of [•] shares of common stock, $0.01 par value (the "**Common Stock**"), of the Company and the lock-up agreement dated [•], 20[•] (the "**Lock-up Agreement**"), executed by you in connection with such offering, and your request for a [waiver] [release] dated [•], 20[•], with respect to [•] shares of Common Stock (the "**Shares**").

[Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC] agree to [waive] [release] the transfer restrictions set forth in the Lock-up Agreement, but only with respect to the Shares, effective [•], 20[•]; provided, however, that such [waiver] [release] is conditioned on the Company announcing the impending [waiver] [release] by press release through a major news service at least two business days before effectiveness of such [waiver] [release]. This letter will serve as notice to the Company of the impending [waiver] [release].

Except as expressly [waived] [released] hereby, the Lock-up Agreement shall remain in full force and effect.

Very truly yours,

Morgan Stanley & Co. LLC

By: _____
Name:
Title:

Goldman Sachs & Co. LLC

By: _____
Name:
Title:

J. P. Morgan Securities LLC

By: _____
Name:
Title:

Acting severally on behalf of themselves and the several Underwriters named in Schedule I hereto

cc: Company

FORM OF PRESS RELEASE

Ingram Micro Holding Corporation
[•], 2024

Ingram Micro Holding Corporation (the "**Company**") announced today that [Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC], the lead book-running managers in the Company's recent public sale of [•] shares of its common stock, are [waiving][releasing] a lock-up restriction with respect to [•] shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver][release] will take effect on [•], 20[•], and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

EXHIBIT C

FORM OF OPINION AND NEGATIVE ASSURANCE

OF

WILLKIE FARR & GALLAGHER LLP, counsel to the Company

EXHIBIT D

FORM OF OPINION

OF

RICHARDS LAYTON & FINGER, P.A., counsel to the Selling Stockholder
and WILLKIE FARR & GALLAGHER LLP, counsel to the Selling Stockholder

EXHIBIT E

FORM OF OPINION

OF

THE GENERAL COUNSEL OF THE COMPANY

Exhibit 3.1

SECOND AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

INGRAM MICRO HOLDING CORPORATION

Ingram Micro Holding Corporation (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware ("DGCL"), does hereby certify as follows:

1. The present name of the Corporation is Ingram Micro Holding Corporation. The Corporation was originally incorporated under the name Imola Holding Corporation by the filing of its original Certificate of Incorporation with the Delaware Secretary of State on September 28, 2020.

2. The Second Amended and Restated Certificate of Incorporation of the Corporation, which amends, restates and integrates the provisions of the original Certificate of Incorporation, was duly adopted by the Corporation in accordance with Sections 242 and 245 of the DGCL and by the Corporation's stockholders in accordance with Sections 228 and 242 of the DGCL.

3. The Second Amended and Restated Certificate of Incorporation of the Corporation is to be read in its entirety as set forth in Exhibit A annexed hereto and is hereby incorporated herein by this reference.

* * * * *

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Certificate of Incorporation to be executed by the undersigned duly authorized officer of the Corporation this 23rd day of October, 2024.

INGRAM MICRO HOLDING CORPORATION

By: /s/ Paul Bay
Name: Paul Bay
Title: Chief Executive Officer

Exhibit A

SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
INGRAM MICRO HOLDING CORPORATION

ARTICLE ONE

NAME

The name of the corporation is Ingram Micro Holding Corporation (the "Corporation").

ARTICLE TWO

REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE THREE

PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL").

ARTICLE FOUR

CAPITAL STOCK

Section 1. Authorized Shares. The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 2,100,000,000 shares, consisting of two classes as follows:

(a) 100,000,000 shares of Preferred Stock, par value $0.01 per share (the "Preferred Stock"); and

(b) 2,000,000,000 shares of Common Stock, par value $0.01 per share (the "Common Stock").

The Preferred Stock and the Common Stock shall have the designations, rights, powers and preferences and the qualifications, restrictions and limitations thereof, if any, set forth below.

Section 2. Conversion of Pre-IPO Stock of the Corporation. Upon the filing of this Second Amended and Restated Certificate of Incorporation (as it may be amended, this "Restated Certificate") with the Secretary of State of the State of Delaware (the "Effective Time"), each share of Class A voting common stock (the "Class A Common Stock"), Class B non-voting common stock (the "Class B Common Stock" and, together with the Class A Common Stock, the "Pre-IPO Stock") of the Corporation heretofore authorized and issued shall automatically, without any action on the part of the holder thereof, be reclassified as and converted into one share of Common Stock. Each certificate previously representing shares of Pre-IPO Stock, as applicable, outstanding immediately prior to the Effective Time shall represent as of the Effective Time the number of shares of Common Stock equal to the number of shares of such Pre-IPO Stock, as applicable, shown on the face of such certificate, and such shares of Common Stock shall have the rights specified herein.

Section 3. Stock Split. Immediately following the Effective Time, every one share of Common Stock that is issued and outstanding or held by the Corporation as treasury stock at the Effective Time shall be subdivided into an aggregate of 8,367.19365 fully paid, non-assessable shares of Common Stock (the "Stock Split"). The authorized number of shares, and par value per share, of the Common Stock shall not be affected by the Stock Split.

Section 4. Fractional Shares. No fractional shares of Common Stock will be issued in connection with the Stock Split. If, upon aggregating all of the shares of Common Stock held by a record holder of Common Stock immediately following the Stock Split, such holder would be entitled to hold a fractional share of any class or series of Common Stock, such holder shall be entitled to receive a cash payment (without interest) in lieu of such fractional share equal to the fraction of a share of Common Stock to which such holder would otherwise be entitled, multiplied by the closing price per share of the Common Stock as reported by the New York Stock Exchange on the date of the Stock Split or, if the Common Stock is not listed or quoted on the date of the Stock Split, the fair value per share of the Common Stock immediately prior to the Effective Time as determined by the Board of Directors of the Corporation.

Section 5. Preferred Stock. The Board of Directors of the Corporation (the "Board of Directors") is authorized, subject to limitations prescribed by law, to provide, by resolution or resolutions for the issuance of shares of Preferred Stock in one or more series, and with respect to each series, to establish the number of shares to be included in each such series, and to fix the voting powers (if any), designations, powers, preferences, and relative, participating, optional or other special rights, if any, of the shares of each such series, and any qualifications, limitations or restrictions thereof. The powers (including, without limitation, voting powers), preferences, and relative, participating, optional and other special rights of each series of Preferred Stock and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then-outstanding) without the separate vote of the holders of the Preferred Stock as a class, irrespective of the provisions of Section 242(b)(2) of the DGCL. For the avoidance of doubt, but subject to the rights of the holders of any outstanding Preferred Stock, Section 242(d) of the DGCL shall apply to amendments to this Restated Certificate.

Section 6. Common Stock.

(a) Except as otherwise provided by the DGCL or this Restated Certificate and subject to the rights of holders of any series of Preferred Stock then-outstanding, all of the voting power of the stockholders of the Corporation shall be vested in the holders of the Common Stock. Each share of Common Stock shall entitle the holder thereof to one vote for each share held by such holder on all matters voted upon by the stockholders of the Corporation; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Restated Certificate (including, without limitation, any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Restated Certificate (including, without limitation, any certificate of designation relating to any series of Preferred Stock) or pursuant to the DGCL. Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then-outstanding), without the separate vote of the holders of the Common Stock as a class, irrespective of the provisions of Section 242(b)(2) of the DGCL. For the avoidance of doubt, but subject to the rights of the holders of any outstanding Preferred Stock, Section 242(d) of the DGCL shall apply to amendments to this Restated Certificate.

(b) Subject to the rights of the holders of any series of Preferred Stock then-outstanding and to the other provisions of applicable law and this Restated Certificate, holders of Common Stock shall be entitled to receive such dividends and other distributions in cash, securities or other property of the Corporation if, as and when declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor.

(c) In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the Corporation's debts and any other payments required by law and amounts payable upon shares of Preferred Stock ranking senior to the shares of Common Stock upon such dissolution, liquidation or winding up, if any, the remaining net assets of the Corporation shall be distributed to the holders of shares of Common Stock and the holders of shares of any other class or series ranking equally with the shares of Common Stock upon such dissolution, liquidation or winding up. Subject to the rights of the holders of any series of Preferred Stock then-outstanding and to the other provisions of this Restated Certificate, a merger or consolidation of the Corporation with or into any other corporation or other entity, or a sale or conveyance of all or any part of the assets of the Corporation (which shall not in fact result in the liquidation of the Corporation and the distribution of assets to its stockholders) shall not be deemed to be a voluntary or involuntary liquidation or dissolution or winding up of the Corporation within the meaning of this Section 6(c) of ARTICLE FOUR.

ARTICLE FIVE

BOARD OF DIRECTORS

Section 1. General Powers of the Board of Directors. Except as otherwise provided in this Restated Certificate or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. Notwithstanding the foregoing, for so long as Imola JV Holdings, L.P., a Delaware limited partnership (together with its successors and assigns, "Holdings") retains the right to nominate (each such person nominated by Holdings, a "Holdings Director") a person to the Board of Directors pursuant to Section 4(a) of this ARTICLE FIVE or Section 4.1 of that certain Investor Rights Agreement, dated on or about October 23, 2024, as amended, restated or supplemented in accordance with its terms, by and among the Corporation and the investors named therein (the "Investor Rights Agreement"), (a) Holdings shall have the right to designate a Holdings Director as the Chairperson of the Board of Directors, (b) unless otherwise agreed by Holdings, each committee of the Board of Directors shall include at least one of the Holdings Directors, except to the extent such membership would violate applicable securities laws or stock exchange or stock market rules or where the sole purpose of such committee is to address actual or potential conflicts of interest between Holdings, Platinum Equity, LLC, a Delaware limited liability company (together with its successors and assigns, the "Sponsor") and the Sponsor's Affiliated Companies (as defined herein), on the one hand, and the Corporation, on the other hand, and (c) upon Holding's request, the Corporation shall vote its shares in any subsidiary of the Corporation so as to elect a number of persons designated by Holdings to the board of directors or other similar governing body (or any committee thereof) of any subsidiary of the Corporation in proportion to Holdings' representation on the Board of Directors. Additionally, at all meetings of the Board of Directors prior to the date when the Sponsor and its Affiliated Companies cease to beneficially own 30% or more of the voting power of the then-outstanding shares of capital stock of the Corporation then entitled to vote generally in the election of directors, a quorum for the transaction of business shall include, without limitation, at least one director nominated by the Sponsor or any of its Affiliated Companies.

Section 2. Number of Directors. Subject to any rights of the holders of any class or series of Preferred Stock to elect additional directors under specified circumstances or otherwise, the number of directors which shall constitute the Board of Directors shall be fixed from time to time exclusively by resolution of the Board of Directors; provided that, in the event that the total number of Holdings Directors serving on the Board of Directors is less than the total number of directors that Holdings is entitled to nominate under Section 4(a) of this ARTICLE FIVE or Section 4.1 of the Investor Rights Agreement and there are no vacancies on the Board of Directors, then, upon the Corporation's receipt of a written request of Holdings, the size of the Board of Directors shall be increased automatically by the number of directors necessary such that Holdings shall have the right, at any time, to nominate any such additional Holdings Directors under Section 5 of this ARTICLE FIVE.

Section 3. Classes of Directors. The directors of the Corporation, other than those who may be elected by the holders of any series of Preferred Stock, shall be divided into three classes, as nearly equal in number as possible, designated Class I, Class II and Class III.

Section 4. Nomination, Election and Term of Office.

(a) Holdings shall have the right to nominate for election to the Board of Directors that number of Holdings Directors such that, if elected, will result in Holdings having nominated pursuant to this Section 4(a) of ARTICLE FIVE the following number of directors serving on the Board of Directors:

(i) no fewer than that number of directors that would constitute a majority of the number of directors that the Corporation would have if there were no vacancies on the Board of Directors, so long as Holdings, the Sponsor and the Sponsor's Affiliated Companies (as defined herein) collectively beneficially own at least fifty percent of the then-outstanding shares of capital stock of the Corporation;

(ii) no fewer than that number of directors that would constitute forty percent of the number of directors that the Corporation would have if there were no vacancies on the Board of Directors, so long as Holdings, the Sponsor and the Sponsor's Affiliated Companies collectively beneficially own at least forty percent of the then-outstanding shares of capital stock of the Corporation but less than fifty percent of the then-outstanding shares of capital stock of the Corporation;

(iii) no fewer than that number of directors that would constitute thirty percent of the number of directors that the Corporation would have if there were no vacancies on the Board of Directors, so long as Holdings, the Sponsor and the Sponsor's Affiliated Companies collectively beneficially own at least thirty percent of the then-outstanding shares of capital stock of the Corporation but less than forty percent of the then-outstanding shares of capital stock of the Corporation;

(iv) no fewer than that number of directors that would constitute twenty percent of the number of directors that the Corporation would have if there were no vacancies on the Board of Directors, so long as Holdings, the Sponsor and the Sponsor's Affiliated Companies collectively beneficially own at least twenty percent of the then-outstanding shares of capital stock of the Corporation but less than thirty percent of the then-outstanding shares of capital stock of the Corporation; and

(v) no fewer than that number of directors that would constitute ten percent of the number of directors that the Corporation would have if there were no vacancies on the Board of Directors, so long as Holdings, the Sponsor and the Sponsor's Affiliated Companies collectively beneficially own at least five percent of the then-outstanding shares of capital stock of the Corporation but less than twenty percent of the then-outstanding shares of capital stock of the Corporation;

provided that, for purposes of calculating the number of such directors, any fractional amounts shall be rounded up to the nearest whole number, e.g., one and one quarter directors shall equate to two directors and beneficial ownership shall be determined pursuant to Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); provided further that such Holdings Directors shall be apportioned among any classes of directors as nearly equal in number as possible.

(b) At each annual meeting of the stockholders of the Corporation (and in connection with any election by written consent or special meeting for the election of directors) for which a Holdings Director is nominated for election to the Board of Directors by Holdings, the Corporation shall (A) include each such Holdings Director as a nominee for election as a director, (B) use all reasonable best efforts to cause the election as a director of each such Holdings Director, including, without limitation, to the fullest extent permitted by applicable law, soliciting proxies in favor of the election of such Holdings Director, and (C) take all action within its power to cause each Holdings Director to be included as a nominee recommended by the Board of Directors to the Corporation's stockholders for election as a director, unless the Board of Directors determines that making such recommendation would be inconsistent with the directors' fiduciary duties under applicable law.

(c) Subject to the rights of the holders of any series of Preferred Stock then-outstanding, directors shall be elected by a plurality of the votes cast. The term of office of the initial Class I directors shall expire at the first annual meeting of stockholders following the date the Common Stock is first publicly traded (the "IPO Date"), the term of office of the initial Class II directors shall expire at the second succeeding annual meeting of stockholders after the IPO Date and the term of office of the initial Class III directors shall expire at the third succeeding annual meeting of the stockholders after the IPO Date. For the purposes hereof, the Board of Directors may assign directors already in office to Class I, Class II and Class III. At each annual meeting of stockholders after the IPO Date, directors elected to replace those of a class whose terms expire at such annual meeting shall be elected to hold office until the third succeeding annual meeting after their election and until their respective successors shall have been duly elected and qualified. Each director shall hold office until the annual meeting of stockholders for the year in which such director's term expires and a successor is duly elected and qualified or until his or her earlier death, resignation or removal. Notwithstanding any other provision of this Restated Certificate, no decrease in the authorized number of directors shall shorten the term of any incumbent director, including, without limitation, any Holdings Director. Nothing in this Restated Certificate shall preclude a director from serving consecutive terms. Elections of directors need not be by written ballot unless the Bylaws of the Corporation (as amended or restated, the "Bylaws") shall so provide.

Section 5. Newly Created Directorships and Vacancies. Subject to the right of Holdings to nominate Holdings Directors to the Board of Directors pursuant to Section 4(a) of this ARTICLE FIVE or Section 4.1 of the Investor Rights Agreement and the rights of the holders of any series of Preferred Stock then-outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, removal or any other cause may be filled only by resolution of a majority of the directors then in office, although less than a quorum, or by a sole remaining director, and may not be filled in any other manner; provided that, if the number of Holdings Directors serving on the Board of Directors at the time of any such newly created directorships or vacancies is less than the number of Holdings Directors that Holdings is entitled to nominate, then unless otherwise agreed by Holdings, only Holdings, and not the Board of Directors or any other stockholder or person, shall be entitled to fill such number of unfilled directorships and vacancies as is necessary for Holdings Directors to occupy the number of directorships Holdings is then entitled to nominate and each such director shall be deemed a "Holdings Director." A director elected or appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office and until his or her successor is elected and qualified or until his or her earlier death, resignation or removal. A director elected or appointed to fill a position resulting from an increase in the number of directors shall hold office until the next election of the class for which such director shall have been elected or appointed and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal.

Section 6. Removal and Resignation of Directors. Subject to the rights of the holders of any series of Preferred Stock then-outstanding, and notwithstanding any other provision of this Restated Certificate, (i) prior to the first date (the "Trigger Date") on which the Sponsor and its Affiliated Companies (as defined herein) cease to beneficially own in the aggregate (directly or indirectly) fifty percent or more of the voting power of the then-outstanding shares of capital stock of the Corporation then entitled to vote generally in the election of directors ("Voting Stock"), where beneficial ownership is determined pursuant to Rule 13d-3 under the Exchange Act, any director may be removed with or without cause upon the affirmative vote of stockholders representing at least a majority of the voting power of the then-outstanding shares of Voting Stock, voting together as a single class, and (ii) on and after the Trigger Date, any director may only be removed for cause and only upon the affirmative vote of stockholders representing at least sixty-six and two-thirds percent of the voting power of the then-outstanding shares of Voting Stock, at a meeting of the Corporation's stockholders called for that purpose. Any director may resign at any time upon notice to the Corporation.

Section 7. Rights of Holders of Preferred Stock. During any period when the holders of any series of Preferred Stock, voting separately as a series or together with one or more series, have the right to elect additional directors, then upon commencement and for the duration of the period during which such right continues: (a) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions, and (b) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, resignation, disqualification or removal. Except as otherwise provided by the Board of Directors in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

Section 8. Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

ARTICLE SIX

LIABILITY AND INDEMNIFICATION

Section 1. Director and Officer Liability.

(a) To the fullest extent permitted by the DGCL as it now exists or may hereafter be amended, no director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages arising from a breach of fiduciary duty as a director or officer, as applicable. If the DGCL is amended after approval by the stockholders of this ARTICLE SIX to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended, automatically, and without further action, upon the date of such amendment. All references in this Section 1(a) of ARTICLE SIX to a director shall also be deemed to refer to such other person or persons, if any, who, pursuant to a provision set forth in this Restated Certificate in accordance with Section 141(a) of the DGCL, exercise or perform any of the powers or duties otherwise conferred or imposed upon the Board of Directors by the DGCL.

(b) The Corporation shall indemnify any director or officer of the Corporation who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including, without limitation, attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the fullest extent permitted by the DGCL as it now exists or may hereafter be amended, and the Corporation may adopt bylaws or enter into agreements with any such person for the purpose of providing for such indemnification.

(c) The Corporation may indemnify any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including, without limitation, attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the fullest extent permitted by the DGCL as it now exists or may hereafter be amended, and the Corporation may adopt bylaws or enter into agreements with any such person for the purpose of providing for such indemnification.

(d) Any amendment, repeal or modification of this ARTICLE SIX shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such amendment, repeal or modification with respect to any act, omission or other matter occurring prior to such amendment, repeal or modification.

ARTICLE SEVEN

STOCKHOLDERS

Section 1. Action by Written Consent. Prior to the Trigger Date, any action which is required or permitted to be taken by the Corporation's stockholders may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of the Corporation's stock entitled to vote thereon were present and voted. From and after the Trigger Date, any action required or permitted to be taken by the Corporation's stockholders may be taken only at a duly called annual or special meeting of the Corporation's stockholders and the power of stockholders to act by consent without a meeting is specifically denied; provided, however, that any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, unless expressly prohibited in the resolutions creating such series of Preferred Stock.

Section 2. Special Meetings of Stockholders. Subject to the rights of the holders of any series of Preferred Stock then-outstanding and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only (a) by or at the direction of the Chairperson of the Board of Directors or by the Board of Directors pursuant to a written resolution adopted by the affirmative vote of the majority of the total number of directors that the Corporation would have if there were no vacancies or (b) prior to the Trigger Date, by the Chairperson of the Board of Directors or by the Board of Directors at the written request of the Sponsor in the manner provided for in the Bylaws. Any business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice of the meeting.

ARTICLE EIGHT

CORPORATE OPPORTUNITIES

Section 1. Certain Acknowledgments. In recognition and anticipation that (a) certain of the directors, partners, principals, officers, members, managers or employees of the Sponsor or its Affiliated Companies (as defined below) may serve as directors or officers of the Corporation, (b) the Sponsor and its Affiliated Companies engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, (c) the Corporation and its Affiliated Companies may engage in material business transactions with the Sponsor and its Affiliated Companies, and that the Corporation is expected to benefit therefrom and (d) directors of the Corporation who are not employees of the Corporation ("Non-Employee Directors") and their respective affiliates may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this ARTICLE EIGHT are set forth to regulate and define the conduct of certain affairs of the Corporation as they may involve the Sponsor, its Affiliated Companies, the Non-Employee Directors, their Affiliated Companies or any of their respective directors, partners, principals, officers, members, managers or employees, including, without limitation, any of the foregoing who serve as officers or directors of the Corporation (collectively, the "Exempted Persons"), and the powers, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith. As used in this Restated Certificate, "Affiliated Companies" means (i) in respect of the Sponsor, any entity that controls, is controlled by or under common control with the Sponsor (other than the Corporation and any company that is controlled by the Corporation) and any investment entities managed by the Sponsor or any of its Affiliated Companies (as general partner, sole member or otherwise), (ii) in respect of a Non-Employee Director, any entity controlled by such Non-Employee Director (other than the Corporation and any company that is controlled by the Corporation), and (iii) in respect of the Corporation, any entity controlled by the Corporation.

Section 2. Competition and Corporate Opportunities. To the fullest extent permitted by applicable law, none of the Exempted Persons shall have any fiduciary duty to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as the Corporation or any of its Affiliated Companies, and none of the Exempted Persons shall be liable to the Corporation or its stockholders for breach of any fiduciary or other duty (whether contractual or otherwise) solely by reason of any such activities of any of the Exempted Persons. To the fullest extent permitted by applicable law, the Corporation, on behalf of itself and its Affiliated Companies,

renounces any interest or expectancy of the Corporation and its Affiliated Companies in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to any of the Exempted Persons, even if the opportunity is one that the Corporation or its Affiliated Companies might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and the Exempted Persons shall have no duty to communicate or offer such business opportunity to the Corporation or its Affiliated Companies and, to the fullest extent permitted by applicable law, shall not be liable to the Corporation, any of its Affiliated Companies or its stockholders for breach of any fiduciary or other duty (whether contractual or otherwise), as a director, officer or stockholder of the Corporation solely, by reason of the fact that any such Exempted Person pursues or acquires such business opportunity, sells, assigns, transfers or directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or any of its Affiliated Companies. For the avoidance of doubt, the Exempted Persons shall, to the fullest extent permitted by law, have the right to, and shall have no duty (whether contractual or otherwise) not to, directly or indirectly: (a) engage in the same, similar or competing business activities or lines of business as the Corporation or its Affiliated Companies, (b) do business with any client or customer of the Corporation or its Affiliated Companies, or (c) make investments in competing businesses of the Corporation or its Affiliated Companies, and such acts shall not be deemed wrongful or improper. Notwithstanding anything to the contrary in this Section 2 of ARTICLE EIGHT, the Corporation does not renounce any interest or expectancy it may have in any business opportunity that is expressly offered to any Non-Employee Director solely in his or her capacity as a director or officer of the Corporation.

Section 3. Certain Matters Deemed Not Corporate Opportunities. In addition to and notwithstanding the foregoing provisions of this ARTICLE EIGHT, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity the Corporation is not financially able or contractually permitted or legally able to undertake, or that is, from its nature, not in the line of the Corporation's business or is of no practical advantage to it or that is one in which the Corporation has no interest or reasonable expectancy.

Section 4. Deemed Notice. Any person or entity purchasing or otherwise acquiring or holding any interest in any shares of the Corporation shall be deemed to have notice of and to have consented to the provisions of this ARTICLE EIGHT.

ARTICLE NINE

BUSINESS COMBINATIONS

Section 1. Section 203 of the DGCL. The Corporation expressly elects not to be subject to the provisions of Section 203 of the DGCL.

Section 2. Business Combinations with Interested Stockholders. Notwithstanding any other provision in this Restated Certificate to the contrary, the Corporation shall not engage in any Business Combination (as defined hereinafter), at any point in time at which the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, with any Interested Stockholder (as defined hereinafter) for a period of three years following the time that such stockholder became an Interested Stockholder, unless:

(a) prior to such time, the Board of Directors approved either the Business Combination or the transaction which resulted in such stockholder becoming an Interested Stockholder;

(b) upon consummation of the transaction which resulted in such stockholder becoming an Interested Stockholder, such stockholder owned at least eighty-five percent of the Voting Stock of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the Voting Stock outstanding (but not the outstanding Voting Stock owned by such Interested Stockholder) those shares owned (i) by Persons (as defined hereinafter) who are directors and also officers of the Corporation and (ii) employee stock plans of the Corporation in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

(c) at or subsequent to such time, the Business Combination is approved by the Board of Directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least sixty-six and two-thirds percent of the outstanding Voting Stock which is not owned by such Interested Stockholder.

Section 3. Exceptions to Prohibition on Interested Stockholder Transactions. The restrictions contained in this ARTICLE NINE shall not apply if:

(a) a stockholder becomes an Interested Stockholder inadvertently and (i) as soon as practicable divests itself of ownership of sufficient shares so that the stockholder ceases to be an Interested Stockholder; and (ii) would not, at any time within the three-year period immediately prior to a Business Combination between the Corporation and such stockholder, have been an Interested Stockholder but for the inadvertent acquisition of ownership; or

(b) the Business Combination is proposed prior to the consummation or abandonment of and subsequent to the earlier of the public announcement or the notice required hereunder of a proposed transaction which (i) constitutes one of the transactions described in the second sentence of this Section 3(b) of ARTICLE NINE; (ii) is with or by a Person who either was not an Interested Stockholder during the previous three years or who became an Interested Stockholder with the approval of the Board of Directors; and (iii) is approved or not opposed by a majority of the directors then in office (but not less than one) who were directors prior to any Person becoming an Interested Stockholder during the previous three years or were recommended for election or elected to succeed such directors by a majority of such directors. The proposed transactions referred to in the preceding sentence are limited to (A) a merger or consolidation of the Corporation (except for a merger in respect of which, pursuant to Section 251(f) of the DGCL, no vote of the stockholders of the Corporation is required); (B) a sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation (other than to any direct or indirect wholly owned subsidiary or to the Corporation) having an aggregate market value equal to fifty percent or more of either that aggregate market value of all of the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding Stock (as defined hereinafter) of the Corporation; or (C) a proposed tender or exchange offer for fifty percent or more of the outstanding Voting Stock of the Corporation. The Corporation shall give not less than 20 days' notice to all Interested Stockholders prior to the consummation of any of the transactions described in clause (A) or (B) of the second sentence of this Section 3(b) of ARTICLE NINE.

Section 4. Definitions. As used in this ARTICLE NINE only, and unless otherwise provided by the express terms of this ARTICLE NINE, the following terms shall have the meanings ascribed to them as set forth in this Section 4 of ARTICLE NINE and, to the extent such terms are defined elsewhere in this Restated Certificate, such definitions shall not apply to this Article NINE:

(a) "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another Person;

(b) "Associate," when used to indicate a relationship with any Person, means: (i) any corporation, partnership, unincorporated association or other entity of which such Person is a director, officer or general partner or is, directly or indirectly, the owner of twenty percent or more of any class of Voting Stock; (ii) any trust or other estate in which such Person has at least a twenty percent beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such Person, or any relative of such spouse, who has the same residence as such Person;

(c) "Business Combination" means:

(i) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation with (A) the Interested Stockholder, or (B) any other corporation, partnership, unincorporated association or entity if the merger or consolidation is caused by the Interested Stockholder and as a result of such merger or consolidation Section 2 of this ARTICLE NINE is not applicable to the surviving entity;

(ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the Interested Stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to ten percent or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding Stock of the Corporation;

(iii) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any Stock of the Corporation or of such

subsidiary to the Interested Stockholder, except: (A) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into Stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the Interested Stockholder became such; (B) pursuant to a merger under Section 251(g) of the DGCL; (C) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into Stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of Stock of the Corporation subsequent to the time the Interested Stockholder became such; (D) pursuant to an exchange offer by the Corporation to purchase Stock made on the same terms to all holders of such Stock; or (E) any issuance or transfer of Stock by the Corporation; provided, however, that in no case under items (C)-(E) of this Section 4(c)(iii) of ARTICLE NINE shall there be an increase in the Interested Stockholder's proportionate share of the Stock of any class or series of the Corporation or of the Voting Stock of the Corporation;

(iv) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the Stock of any class or series, or securities convertible into the Stock of any class or series, of the Corporation or of any such subsidiary which is owned by the Interested Stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of Stock not caused, directly or indirectly, by the Interested Stockholder; or

(v) any receipt by the Interested Stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges or other financial benefits (other than those expressly permitted in Sections 4(c)(i)-(iv) of this ARTICLE NINE) provided by or through the Corporation or any direct or indirect majority-owned subsidiary of the Corporation;

(d) "control," including, without limitation, the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of Voting Stock, by contract or otherwise. A Person who is the owner of twenty percent or more of the outstanding Voting Stock of any corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary; notwithstanding the foregoing, a presumption of control shall not apply where such Person holds Voting Stock, in good faith and not for the purpose of circumventing this ARTICLE NINE, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group (as such term is used in Rule 13d-5 under the Exchange Act, as such Rule is in effect as of the date of this Restated Certificate) have control of such entity;

(e) "Interested Stockholder" means any Person (other than the Corporation and any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of fifteen percent or more of the outstanding Voting Stock of the Corporation, or (ii) is an Affiliate or Associate of the Corporation and was the owner of fifteen percent or more of the outstanding Voting Stock of the Corporation at any time within the three-year period immediately prior to the date on which it is sought to be determined whether such Person is an Interested Stockholder, and the Affiliates and Associates of such Person. Notwithstanding anything in this ARTICLE NINE to the contrary, the term "Interested Stockholder" shall not include: (A) the Sponsor or any of its Affiliated Companies, any direct or indirect transferees of the Sponsor or any of its Affiliated Companies, or any other Person with whom any of the foregoing are acting as a group or in concert for the purpose of acquiring, holding, voting or disposing of shares of Stock of the Corporation; (B) any Person who would otherwise be an Interested Stockholder either in connection with or because of a transfer, sale, assignment, conveyance, hypothecation, encumbrance, or other disposition of five percent or more of the outstanding Voting Stock of the Corporation (in one transaction or a series of transactions) by the Sponsor or any of its Affiliates or Associates to such Person; provided, however, that such Person was not an Interested Stockholder prior to such transfer, sale, assignment, conveyance, hypothecation, encumbrance, or other disposition; or (C) any Person whose ownership of shares in excess of the fifteen percent limitation set forth herein is the result of action taken solely by the Corporation, provided that, for purposes of this clause (C) only, such Person shall be an Interested Stockholder if thereafter such Person acquires additional shares of Voting Stock of the Corporation, except as a result of further action by the Corporation not caused, directly or indirectly, by such Person;

(f) "owner," including, without limitation, the term "ownership," when used with respect to any Stock, means a Person that individually or with or through any of its Affiliates or Associates beneficially owns such Stock, directly or

indirectly; or has (i) the right to acquire such Stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a Person shall not be deemed the owner of Stock tendered pursuant to a tender or exchange offer made by such Person or any of such Person's Affiliates or Associates until such tendered Stock is accepted for purchase or exchange; or (ii) the right to vote such Stock pursuant to any agreement, arrangement or understanding; provided, however, that a Person shall not be deemed the owner of any Stock because of such Person's right to vote such Stock if the agreement, arrangement or understanding to vote such Stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to 10 or more Persons; or (iii) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in clause (ii) of this Section 4(f) of ARTICLE NINE), or disposing of such Stock with any other Person that beneficially owns, or whose Affiliates or Associates beneficially own, directly or indirectly, such Stock; provided that, for the purpose of determining whether a Person is an Interested Stockholder, the Voting Stock of the Corporation deemed to be outstanding shall include Stock deemed to be owned by the Person through application of this definition of "owned" but shall not include any other unissued Stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise;

(g) "Person" means any individual, corporation, partnership, unincorporated association or other entity;

(h) "Stock" means, with respect to any corporation, any capital stock of such corporation and, with respect to any other entity, any equity interest of such entity; and

(i) "Voting Stock" means, with respect to any corporation, Stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference to a percentage of Voting Stock shall refer to such percentage of the votes of such Voting Stock.

ARTICLE TEN

AMENDMENTS

Section 1. Amendments to the Bylaws. Subject to the rights of holders of any series of Preferred Stock then-outstanding, in furtherance and not in limitation of the powers conferred by law, (a) prior to the Trigger Date, the Bylaws may be altered, amended or repealed and new bylaws adopted by (i) the Board of Directors or (ii) in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including, without limitation, any certificate of designation relating to any series of Preferred Stock) and any other vote otherwise required by the Bylaws or applicable law, the affirmative vote of the holders of at least a majority of the voting power of the then-outstanding shares of Voting Stock, voting together as a single class, and (b) on and after the Trigger Date, the Bylaws may be altered, amended or repealed and new bylaws made by (i) the Board of Directors or (ii) in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including, without limitation, any certificate of designation relating to any series of Preferred Stock), the Bylaws or applicable law, the affirmative vote of the holders of at least sixty-six and two-thirds percent of the voting power of the then-outstanding shares of Voting Stock, voting together as a single class.

Section 2. Amendments to this Restated Certificate. Subject to the rights of holders of any series of Preferred Stock then-outstanding, notwithstanding any other provision of this Restated Certificate or the Bylaws, and in addition to any affirmative vote of the holders of any particular class or series of the capital stock required by law, this Restated Certificate or otherwise, no provision of ARTICLE FIVE, ARTICLE SIX, ARTICLE SEVEN, ARTICLE EIGHT, ARTICLE NINE, ARTICLE TEN or ARTICLE ELEVEN of this Restated Certificate may be altered, amended or repealed in any respect, nor may any provision of this Restated Certificate or the Bylaws inconsistent therewith be adopted, unless such alteration, amendment, repeal or adoption is approved (a) prior to the Trigger Date, by the affirmative vote of the holders of a majority of the voting power of the then-outstanding shares of Voting Stock, voting together as a single class, and (b) from and after the Trigger Date, by the affirmative vote of holders of at least sixty-six and two-thirds percent of the voting power of all outstanding shares of Voting Stock, voting together as a single class; provided, however, that, any such alteration, amendment, repeal or adoption that would adversely affect the rights of Holdings or the Sponsor, as applicable, hereunder or thereunder shall require the prior written consent of Holdings or the Sponsor, as applicable; provided further that, to the fullest extent permitted by law, neither the alteration, amendment or repeal of ARTICLE EIGHT nor the adoption of any provision of this Restated Certificate inconsistent with ARTICLE EIGHT shall apply to, or have any effect on the liability or alleged liability of, any Exempted Person for or with respect to any activities or opportunities of which such Exempted Person becomes aware prior to such alteration, amendment, repeal or adoption.

ARTICLE ELEVEN

FORUM AND NOTICE

Section 1. Exclusive Forum.

(a) Unless this Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the United States District Court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by, or other wrongdoing by, any director, officer, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, creditors or other constituents, or a claim of aiding and abetting any such breach of fiduciary duty, (iii) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to any provision of the DGCL or this Restated Certificate or the Bylaws of the Corporation (as either may be amended, restated, modified, supplemented or waived from time to time), (iv) any action to interpret, apply, enforce or determine the validity of this Restated Certificate or the Bylaws of the Corporation, (v) any action asserting a claim governed by the internal affairs doctrine or (vi) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL. For the avoidance of doubt, this Section 1(a) of ARTICLE ELEVEN shall not apply to any action or proceeding asserting a claim under the Securities Act of 1933, as amended (the "Securities Act") or the Exchange Act.

(b) Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, against the Corporation or any director, officer, employee or agent of the corporation.

Section 2. Notice. Any Person purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation (including, without limitation, shares of Common Stock) shall be deemed to have notice of and to have consented to the provisions of this ARTICLE ELEVEN.

ARTICLE TWELVE

MISCELLANEOUS

If any provision or provisions of this Restated Certificate shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Restated Certificate (including, without limitation, each portion of any paragraph of this Restated Certificate containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby.

Exhibit 3.2

AMENDED AND RESTATED BYLAWS
OF
INGRAM MICRO HOLDING CORPORATION

A Delaware corporation

(Adopted as of October 23, 2024)

ARTICLE I
OFFICES

Section 1. Offices. Ingram Micro Holding Corporation (the "Corporation") may have an office or offices other than its registered office at such place or places, either within or outside the State of Delaware, as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine or the business of the Corporation may require. The registered office of the Corporation in the State of Delaware shall be as stated in the Corporation's certificate of incorporation as then in effect (the "Certificate of Incorporation").

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. The Board of Directors may designate a place, if any, either within or outside the State of Delaware, as the place of meeting for any annual meeting or for any special meeting of stockholders. The Board of Directors may, in its sole discretion, determine that a meeting of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication.

Section 2. Annual Meeting. An annual meeting of the stockholders shall be held at such date and time as is specified by resolution of the Board of Directors. At the annual meeting, stockholders shall elect directors to succeed those whose terms expire at such annual meeting and transact such other business as properly may be brought before the annual meeting pursuant to Section 11 of this ARTICLE II of these Amended and Restated Bylaws (these "Bylaws"). The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 3. Special Meetings. Special meetings of the stockholders may only be called in the manner provided in the Certificate of Incorporation. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors; provided that prior to the Trigger Date (as defined in the Certificate of Incorporation) any special meeting called at the request of the Sponsor (as defined in the Certificate of Incorporation) may not be postponed, rescheduled or canceled without the consent of the Sponsor.

Section 4. Notice of Meetings. Whenever stockholders are required or permitted to take action at a meeting, notice of the meeting shall be given that shall state the place, if any, date and time of the meeting of the stockholders, the means of remote communications, if any, by which stockholders and proxyholders not physically present may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given, not less than 10 nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the General Corporation Law of the State of Delaware, as the same may be amended from time to time (the "DGCL") or the Certificate of Incorporation.

(a) Form of Notice. Except as otherwise set forth herein, all such notices may be given in any manner permitted by the DGCL. If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the Corporation. If given by courier, such notice shall be deemed given at the earlier of when the notice is received or left at such stockholder's address. Subject to the limitations of Section 4(c) of this ARTICLE II, if given by electronic transmission, such notice shall be deemed to be delivered: (i) if given by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice by facsimile; (ii) if by electronic mail, when directed to such stockholder's electronic mail address; (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (x) such posting and (y) the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the secretary or an assistant secretary of the Corporation, the transfer agent of the Corporation or any other agent of the Corporation that the notice has been given shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

(b) Waiver of Notice. Whenever notice is required to be given under any provisions of the DGCL, the Certificate of Incorporation or these Bylaws, a written waiver thereof, signed by the stockholder entitled to notice, or a waiver by electronic transmission given by the stockholder entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders of the Corporation need be specified in any waiver of notice of such meeting. Attendance of a stockholder of the Corporation at a meeting of such stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened and does not further participate in the meeting.

(c) Notice by Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders of the Corporation pursuant to the DGCL, the Certificate of Incorporation or these Bylaws, any notice to stockholders of the Corporation given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Bylaws shall be effective if given by electronic mail complying with the DGCL or other form of electronic transmission, which other form has been consented to by the stockholder of the Corporation to whom the notice is given. Any such consent is revocable by the stockholder by notice to the Corporation. Notice may not be given by electronic transmission from and after the time: (i) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation; and (ii) such inability becomes known to the secretary or an assistant secretary of the Corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, that the inadvertent failure to discover such inability shall not invalidate any meeting or other action. For purposes of these Bylaws, except as otherwise limited by applicable law, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, including, without limitation, the use of, or participation in, one or more electronic networks or databases (including, without limitation, one or more distributed electronic networks), that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such recipient through an automated process.

Section 5. List of Stockholders. The Corporation shall prepare, no later than the 10th day before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each such stockholder and the number of shares registered in the name of each such stockholder; provided, however, if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the 10th day before the meeting date. Nothing contained in this Section 5 of ARTICLE II shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. In the event the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. Except as otherwise provided by law, the list shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5 of ARTICLE II or to vote in person or by proxy at any meeting of stockholders.

Section 6. Quorum. The holders of a majority in voting power of the outstanding capital stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by law, by the Certificate of Incorporation or these Bylaws. If a quorum is not present, the chairperson of the meeting or the holders of a majority of the voting power present in person or represented by proxy at the meeting and entitled to vote at the meeting may adjourn the meeting to another time or place from time to time until a quorum shall be present in person or represented by proxy. When a specified item of business requires a vote by a class or series (if the Corporation shall then have outstanding shares of more than one class or series) voting as a separate class or series, the holders of a majority in voting power of the outstanding stock of such class or series shall constitute a quorum (as to such class or series) for the transaction of such item of business. A quorum once established at a meeting shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Section 7. Adjourned Meetings. Any meeting of stockholders, annual or special, may be adjourned by the chairperson of the meeting from time to time whether or not there is a quorum to reconvene at the same or some other place. When a meeting is adjourned to another time or place (including, without limitation, an adjournment taken to address a technical failure to convene or continue a meeting using remote communication), notice need not be given of the adjourned meeting if the place, if any, date and time thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are: (i) announced at the meeting at which the adjournment is taken; (ii) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxyholders to participate in the meeting by means of remote communication; or (iii) set forth in the notice of meeting given in accordance with Section 4 of this ARTICLE II. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and, except as otherwise required by law, shall not be more than 60 days nor less than 10 days before the date of such adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 8. Vote Required. Subject to the rights of the holders of any series of preferred stock then-outstanding, when a quorum has been established, all matters other than the election of directors shall be determined by the affirmative vote of the majority of voting power of capital stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter, unless by express provisions of an applicable law, the rules of any stock exchange upon which the Corporation's securities are listed, any regulation applicable to the Corporation or its securities, the Certificate of Incorporation or these Bylaws, a minimum or different vote is required, in which case such minimum or different vote shall be the vote required on such matter. Except as otherwise provided in the Certificate of Incorporation, directors shall be elected by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon.

Section 9. Voting Rights. Subject to the rights of the holders of any series of preferred stock then-outstanding, except as otherwise provided by the DGCL, or the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote in person or by proxy for each share of capital stock held by such stockholder which has voting power upon the matter in question. Voting at meetings of stockholders need not be by written ballot.

Section 10. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

Section 11. Advance Notice of Stockholder Business and Director Nominations.

(a) Annual Meetings of Stockholders. Except as provided in Sections 11(c)(i) and 11(e) of this ARTICLE II, nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of the stockholders only as (A) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors or any duly authorized committee thereof, (B) brought by or at the direction of the Board of Directors or any duly authorized committee thereof, or (C) otherwise properly brought by any stockholder of the Corporation who (1) was a stockholder of record (a) at the time of giving of notice provided for in Section 11(a)(ii) of this ARTICLE II, (b) on the record date for determination of stockholders of the Corporation entitled to vote at the meeting, and (c) at the time of the annual meeting, (2) is entitled to vote at the meeting and (3) complies with the procedures set forth in this Section 11(a) of ARTICLE II. For the avoidance of doubt, the foregoing clause (C) of this Section 11(a) of ARTICLE II shall be the exclusive means for a stockholder to nominate for election or reelection to the Board of Directors any director or propose such business (other than business included in the Corporation's proxy materials pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") or any other applicable federal or state securities law) before an annual meeting of stockholders.

(i) In addition to any other applicable requirements, for any nomination or other business proposal to be properly brought before an annual meeting by a stockholder pursuant to clause (C) of Section 11(a) of this ARTICLE II, the stockholder must have given timely notice thereof in proper form and in writing (and not by electronic transmission) to the Secretary at the principal executive office of the Corporation and any such proposed business must be a proper matter for stockholder action under the DGCL. To be timely, a stockholder's notice for such business must be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the Close of Business (as defined below) on the 120th day prior to the first anniversary of the date of the preceding year's annual meeting of stockholders nor later than the Close of Business on the 90th day prior to the first anniversary of the date of the preceding year's annual meeting of stockholders (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock (as defined in the Certificate of Incorporation) are first publicly traded, be deemed to have occurred on June 12, 2024); provided that if the date of the annual meeting is more than 30 days before or more than 70 days after such anniversary date, or if no annual meeting was held in the preceding year (other than for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock are first publicly traded), such stockholder's notice to be timely must be so delivered not earlier than the Close of Business on the 120th day prior to the date of such annual meeting and not later than the Close of Business on the later of (A) the 10th day following the day the Public Announcement (as defined below) of the date of the annual meeting is first made or (B) the 90th day prior to the date of the annual meeting. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. For the avoidance of doubt, a stockholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these Bylaws. Notwithstanding anything in this Section 11(a)(i) of ARTICLE II to the contrary, if the number of directors to be elected to the Board of Directors at an annual meeting is increased after the time period for which notice of such nominations would otherwise be due under this Section 11 of ARTICLE II and there is no Public Announcement by the Corporation naming the additional nominees for additional directorships at least ten (10) days prior to the last day a stockholder may deliver a notice of nomination pursuant to this Section 11 of ARTICLE II, then a stockholder's notice required by this Section 11 of ARTICLE II shall be considered timely, but only with respect to nominees for the additional directorships, if it is in proper form and received by the Secretary at the principal office of the Corporation not later than the Close of Business on the tenth (10th) day following the day on which Public Announcement of such additional nominees is first made by the Corporation.

(ii) To be in proper form, a stockholder's notice to the Secretary (whether given pursuant to Section 11(a) or Section 11(b) of this ARTICLE II) must:

(A) if the notice relates to any business other than the nomination of a director or directors that the stockholder proposes to bring before the meeting, set forth (1)(a) a brief description of the business desired to be brought before the annual meeting and (b) the text, if any, of the proposal or business (including, without limitation, the text of any resolutions or actions proposed for consideration and if such business includes a proposal to amend these Bylaws, the specific language of the proposed amendment), (2) the reasons for conducting such business at the meeting and any material interest in such business of each Proposing Person (as defined below) and (3) a description of all agreements, arrangements and understandings between each Proposing Person and any other person or persons (including, without limitation, their names) in connection with the proposal of such business by such stockholder;

(B) set forth, as to each Proposing Person: (1) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records), (2)(a) the class or series and number of shares of stock of the Corporation which are directly or indirectly held of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person (provided that for purposes of this Section 11(a)(ii)(B) of ARTICLE II, any such person shall in all events be deemed to beneficially own any shares of the Corporation as to which such person has a right to acquire beneficial ownership at any time in the future); (b) the full notional amount of any securities that, directly or indirectly, underlie any "derivative security" (as such term is defined in Rule 16a-1(c) under the Exchange Act) that constitutes a "call equivalent position" (as such term is defined in Rule 16a-1(b) under the Exchange Act) ("Synthetic Equity Position") and that is, directly or indirectly, held or maintained by such Proposing Person with respect to any shares of any class or series of shares of the Corporation; provided that for purposes of the definition of "Synthetic Equity Position," the term "derivative security" shall also include any security or instrument that would not otherwise constitute a "derivative security" as a result of any feature that would make any conversion, exercise or similar right or privilege of such security or instrument becoming determinable only at some future date or upon the happening of a future occurrence, in which case the determination of the amount of securities into which such security or instrument would be convertible or exercisable shall be made assuming that such security or instrument is immediately convertible or exercisable at the time of such determination; and, provided further that any Proposing Person satisfying the requirements of Rule 13d-1(b)(1) under the Exchange Act (other than a Proposing Person that so satisfies Rule 13d-1(b)(1) under the Exchange Act solely by reason of Rule 13d-1(b)(1)(ii)(E)) shall not be deemed to hold or maintain the notional amount of any securities that underlie a Synthetic Equity Position held by such Proposing Person as a hedge with respect to a bona fide derivatives trade or position of such Proposing Person arising in the ordinary course of such Proposing Person's business as a derivatives dealer; (c) any rights to dividends on any security of the Corporation owned beneficially by such Proposing Person that are separated or separable from the underlying security of the Corporation; (d) any proportionate interest in shares of stock or other securities of the Corporation or Synthetic Equity Position held, directly or indirectly, by a general or limited partnership or limited liability company or other entity in which such Proposing Person is a general partner or directly or indirectly beneficially owns an interest in a general partner, is the manager, managing member or directly or indirectly beneficially owns an interest in the manager or managing member of a limited liability company or other entity; (e) any material pending or threatened action, suit or proceeding (whether civil, criminal, investigative, administrative or otherwise) in which such Proposing Person is a party or a material participant involving the Corporation, or any of its directors or officers, or any Affiliate (as defined below) of the Corporation; (f) any other material relationship between such Proposing Person, on the one hand, and the Corporation or any Affiliate of the Corporation, on the other hand; (g) any direct or indirect material interest of such Proposing Person in any material contract or agreement with the Corporation or any Affiliate of the Corporation; and (h) any other information that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies or consents (even if a solicitation is not involved) in support of the nomination or other business proposed to be brought before the meeting pursuant to Regulation 14A of the Exchange Act and the rules and regulations promulgated thereunder, (3) a representation such Proposing Person intends or is part of a group which intends (a) to deliver a proxy statement or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to elect any nominee or approve or adopt the other business being proposed, or (b) otherwise to solicit proxies or votes from stockholders in support of such nomination or other business, and (4) if the notice relates to the nomination of a director or directors, the information and statement required by Rule 14a-19(b) of the Exchange Act (or any successor provision);

(C) additionally set forth, as to each Proposing Person whom the Noticing Stockholder (as defined below) proposes to nominate for election or reelection to the Board of Directors, if any, (1) a complete and accurate description of all agreements, arrangements and understandings (whether written or oral) between or among any Proposing Person, on the one hand, and such proposed nominee or his or her respective Associates (as defined below), on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Proposing Person were the "registrant" for purposes of such rule and such proposed nominee were a director or executive officer of such registrant, and (2) whether (a) such proposed nominee has notified the board of each publicly listed company at which such person serves as an officer, executive officer or director with respect to such person's proposed nomination for election to the Board of Directors; (b) such proposed nominee, as applicable, has received all necessary consents to serve on the Board of Directors if so nominated and elected or otherwise appointed (or, if any such consents have not been received, how such person intends to address such failure to receive such necessary consents); and (c) such proposed nominee's nomination, election or appointment,

as applicable, would violate or contravene any contract or corporate governance policy, including, without limitation, a conflicts of interest or "overboarding" policy of any publicly listed company at which such person serves as an officer, executive officer or director, and, if so, a description of how such person intends to address such violation or contravention; and

(D) with respect to each nominee for election or reelection to the Board of Directors, include a completed and signed questionnaire, representation and agreement and any and all other information required by Section 11(d) of this ARTICLE II;

provided, however, that the disclosures required by this Section 11(a)(ii) of ARTICLE II shall not include any disclosures with respect to any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner.

(iii) A Noticing Stockholder shall further update and supplement its notice of any nomination or other business proposed to be brought before a meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 11(a) of ARTICLE II shall be true and correct (A) as of the record date for determining the stockholders entitled to vote at the meeting and (B) as of the date that is 10 Business Days (as defined below) prior to the meeting or any adjournment, recess, rescheduling or postponement thereof. Such update and supplement shall be delivered to the Secretary not later than five Business Days after the later of the record date or the date a Public Announcement of the notice of the record date is first made (in the case of the update and supplement required to be made as of the record date for the meeting) and not later than eight Business Days prior to the date of the meeting, if practicable (or, if not practicable, on the first practicable date prior to the meeting), or any adjournment, recess, rescheduling or postponement thereof (in the case of the update and supplement required to be made as of 10 Business Days prior to the meeting or any adjournment, recess, rescheduling or postponement thereof).

(iv) The Corporation may also, as a condition to any such nomination or other business being deemed properly brought before an annual meeting, require any Noticing Stockholder or any proposed nominee to deliver to the Secretary, within five Business Days of any such request, such other information as may reasonably be requested by the Board of Directors to determine (A) whether such nomination or business has been made in compliance with the procedures set forth in this Section 11 of ARTICLE II, (B) whether a proposed nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly disclosed corporate governance guideline or committee charter of the Corporation and (3) the independence, or lack thereof, of a proposed nominee.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the notice of meeting. In the event that a special meeting of stockholders is called for the purpose of electing one or more directors to the Board of Directors, nominations of persons for election to the Board of Directors may be made at such special meeting only (i) by a stockholder who submitted a request for a special meeting in the manner provided for in the Certificate of Incorporation prior to the Trigger Date (if stockholders are permitted to call a special meeting pursuant to the Certificate of Incorporation), (ii) by or at the direction of the Board of Directors or any duly authorized committee thereof, or (iii) by any stockholder (if stockholders are permitted to call a special meeting of stockholders pursuant to the Certificate of Incorporation) other than any stockholder who submitted a request for a special meeting in accordance with the Certificate of Incorporation that included the election of directors in the request who (A) is a stockholder of record (1) at the time of giving of notice provided for in this Bylaw, (2) on the record date for the determination of stockholders of the Corporation entitled to vote at the meeting, and (3) at the time of the special meeting, (B) is entitled to vote at the meeting and (C) complies with the procedures provided for in Section 11(a) of this ARTICLE II, including, without limitation, delivering the stockholder's notice required by Section 11(a) of this ARTICLE II with respect to any nomination (including, without limitation, the completed and signed questionnaire, representation and agreement required by Section 11(a)(ii)(D) of this ARTICLE II) to the Secretary not earlier than the Close of Business on the 120th day prior to such special meeting, nor later than the Close of Business on the later of the 90th day prior to such special meeting or the 10th day following the date on which Public Announcement is first made by the Corporation of the special meeting and of the nominees, if any, proposed by the Board of Directors to be elected at such meeting. In no event shall the Public Announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General.

(i) Only such persons who are nominated in accordance with the procedures set forth in this Section 11 of ARTICLE II shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Bylaw; provided, however, that nothing in these Bylaws shall be deemed to affect the rights of (A) holders of one or more series of preferred stock to elect directors pursuant to the Certificate of Incorporation, (B) any person to nominate directors pursuant to the Certificate of Incorporation or that certain Investor Rights Agreement dated on or about October 23, 2024 (as amended, restated or supplemented in accordance with its terms, the "Investor Rights Agreement"), by and among the Corporation and the investors named therein or (C) the right of the Board of Directors to fill newly created directorships or vacancies on the Board of Directors pursuant to the Certificate of Incorporation, in each case, without being subject to the procedures set forth in this Section 11 of ARTICLE II.

(ii) Except as otherwise provided by law, (A) the Board of Directors (or in the case of a proposal or nomination from the floor of the meeting, the chairperson of the meeting) shall have the power and duty to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Bylaw (including, without limitation, whether the Noticing Stockholder, if any, on whose behalf the nomination or other business proposal is made, provided all information and complied with all requirements under Section 11(a) of ARTICLE II within the time frames specified herein and complied with the requirements of Rule 14a-19 of the Exchange Act) and (B) if any proposed nomination or other business is determined not to have been made or proposed in compliance with this Bylaw, including due to a failure to comply with the requirements of Rule 14a-19 of the Exchange Act, the Corporation may declare that such nomination shall be disregarded or that such proposed business shall not be transacted, notwithstanding that votes and proxies in respect of any such nomination or other business may have been received by the Corporation. The number of nominees a Noticing Stockholder may nominate for election at a meeting of stockholders (or in the case of a Noticing Stockholder giving the notice on behalf of a beneficial owner, the number of nominees a Noticing Stockholder may nominate for election at the annual meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such meeting.

(iii) Notwithstanding the foregoing provisions of this Bylaw, (A) unless otherwise required by law, if the Noticing Stockholder (or a Qualified Representative (as defined below) thereof) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or propose other business, such nomination shall be disregarded and such business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation, and (B) a stockholder must also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Bylaw; provided that any references in this Bylaw to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations or other proposals as to any other business to be considered pursuant to Section 11(a) or Section 11(b) of this ARTICLE II. Nothing in this Bylaw shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or any other applicable federal or state securities law with respect to that stockholder's request to include proposals in the Corporation's proxy statement.

(iv) For purposes of this Section 11 of ARTICLE II, delivery of any notice or materials by a stockholder as required under this Section 11 of ARTICLE II shall be made by hand delivery, overnight courier service, or by certified or registered mail, return receipt requested, in each case to the Secretary at the principal executive offices of the Corporation.

(v) A stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which such color shall be reserved for the exclusive use of the Corporation.

(vi) Definitions. For purposes of these Bylaws, the term:

(A) "Affiliate" shall have the meaning attributed to such term in Rule 12b-2 under the Exchange Act and the rules and regulations promulgated thereunder;

(B) "Associate" shall have the meaning attributed to such term in Rule 12b-2 under the Exchange Act and the rules and regulations promulgated thereunder;

(C) "Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in Irvine, California or New York, New York are authorized or obligated by law or executive order to close;

(D) "Close of Business" shall mean 5:00 p.m. local time at the principal executive offices of the Corporation, and if an applicable deadline falls on the Close of Business on a day that is not a Business Day, then the applicable deadline shall be deemed to be the Close of Business on the immediately preceding Business Day;

(E) "Noticing Stockholder" shall mean the stockholder providing the notice of a nomination or other business proposed to be brought before a meeting;

(F) "Proposing Person" shall mean (i) the Noticing Stockholder, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of a nomination or other business proposed to be brought before a meeting is made, and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation;

(G) "Public Announcement" shall mean disclosure in a press release by the Corporation reported by the Dow Jones News Service, Associated Press, Business Wire or comparable national news service or in any document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder; and

(H) "Qualified Representative" of a Noticing Stockholder shall mean a duly authorized officer, manager or partner of such Noticing Stockholder or authorized by a writing executed by such Noticing Stockholder (or a reliable reproduction or electronic transmission of the writing) delivered to the Corporation prior to the presentation of any matters at any meeting of stockholders stating that such person is authorized to act for such Noticing Stockholder as proxy at such meeting of stockholders.

(d) Submission of Questionnaire, Representation and Agreement. To be qualified to be a nominee for election orre-election as a director of the Corporation, a person must deliver in writing (in accordance with the time periods prescribed for delivery of notice under this Section 11 of ARTICLE II) to the Secretary at the principal executive offices of the Corporation (A) a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (in the form provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request) and (B) a written representation and agreement (in the form provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request) that such person (1) is not and will not become a party to (x) any agreement, arrangement or understanding (whether written or oral) with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (y) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (2) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, (3) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable rules of the exchanges upon which the securities of the Corporation are listed and all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation, (4) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, intends to serve a full term if elected as a director of the Corporation, and (5) such person's written consent to being named in the Corporation's proxy statement as a nominee.

(e) Exemption of Certain Stockholders. Notwithstanding anything to the contrary contained in this Section 11 of ARTICLE II, for so long as the Investor Rights Agreement remains in effect with respect to the Sponsor and its Affiliated Companies (as defined in the Certificate of Incorporation) or the Sponsor and its Affiliated Companies beneficially owns, in the aggregate, at least 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, the Sponsor and its Affiliated Companies shall not be subject to the procedures set forth in this Section 11 of ARTICLE II.

Section 12. Fixing a Record Date for Stockholder Meetings. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 days nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the Close of Business on the next day preceding the day on which notice is first given, or, if notice is waived, at the Close of Business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting in conformity herewith; and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 12 of ARTICLE II at the adjourned meeting.

Section 13. Action by Stockholders Without a Meeting. So long as stockholders of the Corporation have the right to act by written consent pursuant to the Certificate of Incorporation, the following provisions shall apply:

(a) Record Date. For the purpose of determining the stockholders entitled to consent to corporate action without a meeting as may be permitted by the Certificate of Incorporation or the certificate of designation relating to any outstanding class or series of preferred stock, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 10 (or the maximum number permitted by applicable law) days after the date on which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors pursuant to this Section 13(a) of ARTICLE II, the record date for determining stockholders entitled to consent to corporate action without a meeting, when no prior action by the Board of Directors is required pursuant to applicable law, shall be the first date on which a signed consent setting forth the action taken or proposed to be taken is delivered to the Corporation pursuant to Section 13(b) of this ARTICLE II; provided, however, that if prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action without a meeting shall in such an event be at the Close of Business on the day on which the Board of Directors adopts the resolution taking such prior action.

(b) Generally. No consent shall be effective to take the corporate action referred to therein unless written or electronic consents signed by a sufficient number of stockholders to take such action are delivered to the Corporation, in the manner required by this Section 13 of ARTICLE II and applicable law, within 60 (or the maximum number permitted by applicable law) days of the first date on which a consent is delivered to the Corporation in the manner required by applicable law and this Section 13 of ARTICLE II. The validity of any consent executed by a proxy for a stockholder pursuant to an electronic transmission transmitted to such proxy holder by or upon the authorization of the stockholder shall be determined by or at the direction of the Secretary. A written record of the information upon which the person making such determination relied shall be made and kept in the records of the proceedings of the stockholders. Any such consent shall be inserted in the minute book as if it were the minutes of a meeting of stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given by the Corporation (at its expense) to those stockholders who have not consented in writing or by electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the record date for the action by consent. The notice required by this Section 13(b) may be provided by a notice which constitutes a notice of internet availability of proxy materials under rules promulgated under the Securities Exchange Act of 1934, 15 U.S.C. § 78a et seq.

Section 14. Conduct of Meetings.

(a) Generally. Meetings of stockholders shall be presided over by the Chairperson of the Board, if any, or in the Chairperson of the Board's absence or disability, by the Chief Executive Officer, or in the Chief Executive Officer's absence or disability, by the President, if any, or in the President's absence or disability, by a chairperson designated by the Board of Directors. The Secretary shall act as secretary of the meeting, but in the Secretary's absence or disability the chairperson of the meeting may appoint any person to act as secretary of the meeting.

(b) Rules, Regulations and Procedures. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of stockholders of the Corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairperson of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairperson of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted to questions or comments by participants; and (vi) restrictions on the use of mobile phones, audio or video recording devices and similar devices at the meeting. The chairperson of the meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a nomination or matter or other business was not properly brought before the meeting and if such chairperson should so determine, such chairperson shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the chairperson of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The chairperson of the meeting shall announce at the meeting when the polls for each matter to be voted upon at the meeting will be opened and closed. After the polls close, no ballots, proxies or votes or any revocations or changes thereto may be accepted. The chairperson of the meeting shall have the power, right and authority, for any or no reason, to convene, recess or adjourn any meeting of stockholders.

(c) Inspectors of Elections. The Corporation may, and to the extent required by law shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the chairperson of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by law, inspectors may be officers, employees or agents of the Corporation. No person who is a candidate for an office at an election may serve as an inspector at such election. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by law.

ARTICLE III
DIRECTORS

Section 1. General Powers. Except as otherwise provided in the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 2. Regular Meetings and Special Meetings. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors and publicized among all directors. Special meetings of the Board of Directors may be called (i) by the Chairperson of the Board, if any, (ii) by the Secretary upon the written request of a majority of the directors then in office or (iii) if the Board of Directors then includes a director nominated or designated for nomination by the Sponsor or any of its Affiliated Companies, by any director nominated or designated for nomination by the Sponsor or any of its Affiliated Companies, and in each case shall be held at the place, if any, on the date and at the time as he, she or they shall fix. Any and all business may be transacted at a special meeting of the Board of Directors.

Section 3. Notice of Meetings. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by law or these Bylaws. Notice of each special meeting of the Board of Directors, and, if required by law or these Bylaws, of each regular meeting of the Board of Directors, shall be given by the Secretary as hereinafter provided in this Section 3 of ARTICLE III. Such notice shall state the date, time and place, if any, of the meeting. Notice of any special meeting, and of any regular meeting for which notice is required, shall be given to each director at least (a) 24 hours before the meeting if by telephone or by being personally delivered or sent by overnight courier, telecopy, electronic transmission, email or similar means or (b) five days before the meeting if delivered by mail to the director's residence or usual place of business. Such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid, or when transmitted if sent by telex, telecopy, electronic transmission, email or similar means. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4. Waiver of Notice. Any director may waive notice of any meeting of directors by a writing signed by the director or by electronic transmission. Any member of the Board of Directors or any committee thereof who is present at a meeting shall have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened and does not further participate in the meeting.

Section 5. Chairperson of the Board, Quorum, Required Vote and Adjournment. Subject to the terms of the Certificate of Incorporation, the Board of Directors may elect a Chairperson of the Board. The Chairperson of the Board must be a director and may be an officer of the Corporation. Subject to the provisions of these Bylaws and the direction of the Board of Directors, the Chairperson of the Board shall perform all duties and have all powers which are commonly incident to the position of Chairperson of the Board or which are delegated to him or her by the Board of Directors, preside at all meetings of the stockholders and Board of Directors at which he or she is present and have such powers and perform such duties as the Board of Directors may from time to time prescribe. If the Chairperson of the Board is not present at a meeting of the Board of Directors, the Chief Executive Officer (if the Chief Executive Officer is a director and is not also the Chairperson of the Board) shall preside at such meeting, and, if the Chief Executive Officer is not present at such meeting, a majority of the directors present at such meeting shall elect one of the directors present at the meeting to so preside. Except as otherwise provided in the Certificate of Incorporation, at all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business. Unless by express provision of an applicable law, the Certificate of Incorporation or these Bylaws a different vote is required, the vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board of Directors may from time to time determine. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may, to the fullest extent permitted by law, adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Committees.

(a) Subject to the terms of the Certificate of Incorporation, the Board of Directors may designate one or more committees, including, without limitation, an executive committee, consisting of one or more of the directors of the Corporation, and any committees required by the rules and regulations of such exchange as any securities of the Corporation are listed. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Except to the extent restricted by applicable law or the Certificate of Incorporation, each such committee, to the extent provided by the DGCL and in the resolution creating it, shall have and may exercise all the powers and authority of the Board of Directors. Each such committee shall serve at the pleasure of the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors upon request.

(b) Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. All matters shall be determined by a majority vote of the members present at a meeting at which a quorum is present. Unless otherwise provided in such a resolution, in the event that a member and that member's alternate, if alternates are designated by the Board of Directors, of such

committee is or are absent or disqualified, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 7. Action by Written Consent. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by facsimile or any other form of electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 8. Compensation. Subject to the terms of the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation, including, without limitation, fees, reimbursement of expenses and equity compensation, of directors for services to the Corporation in any capacity, including, without limitation, for attendance of meetings of the Board of Directors or participation on any committees. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 9. Reliance on Books and Records. A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall, in the performance of such member's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 10. Telephonic and Other Meetings. Unless restricted by the Certificate of Incorporation, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV
OFFICERS

Section 1. Number and Election. The officers of the Corporation shall include a Chief Executive Officer, Secretary and any other officer required by the DGCL, each of whom shall be elected by the Board of Directors. In addition, and subject to the authority of the Chief Executive Officer to appoint officers as set forth in Section 11 of this ARTICLE IV, the Board of Directors may elect a President, one or more Vice Presidents, a Chief Financial Officer, a Treasurer and such other officers and assistant officers as may be deemed necessary or desirable by the Board of Directors. Any number of offices may be held by the same person. In its discretion, the Board of Directors may choose not to fill any office for any period as it may deem advisable.

Section 2. Term of Office. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal. Any officer or agent of the Corporation may be removed with or without cause by the Board of Directors, a duly authorized committee thereof or by such officers as may be designated by a resolution of the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any officer appointed by the Chief Executive Officer in accordance with Section 11 of this ARTICLE IV may also be removed by the Chief Executive Officer in his or her sole discretion.

Section 4. Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors or the Chief Executive Officer in accordance with Section 11 of this ARTICLE IV.

Section 5. Compensation. Compensation of all executive officers shall be approved by the Board of Directors or a duly authorized committee thereof, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the Corporation.

Section 6. Chief Executive Officer. The Chief Executive Officer shall have the powers and perform the duties incident to that position. The Chief Executive Officer shall, in the absence or disability of the Chairperson of the Board, preside at each meeting of (a) the Board of Directors if the Chief Executive Officer is a director and (b) the stockholders. Subject to the powers of the Board of Directors and the Chairperson of the Board, the Chief Executive Officer shall be in general and active charge of the entire business and affairs of the Corporation and shall be its chief policy-making officer. The Chief Executive Officer shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or provided in these Bylaws. The Chief Executive Officer is authorized to execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. The Chief Executive Officer shall, in the absence or disability of the President, perform all the duties and responsibilities and exercise all the powers of the President.

Section 7. The President. The President shall, subject to the powers of the Board of Directors, the Chairperson of the Board and the Chief Executive Officer, have general charge of the business, affairs and property of the Corporation, and control over its officers, agents and employees. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President is authorized to execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. The President shall, in the absence or disability of the Chief Executive Officer, act with all of the powers and be subject to all of the restrictions of the Chief Executive Officer. The President, if any, shall have such other powers and perform such other duties as may be prescribed by the Chairperson of the Board, the Chief Executive Officer, the Board of Directors or as may be provided in these Bylaws.

Section 8. Vice Presidents. The Vice President, if any, or if there shall be more than one, the Vice Presidents, in the order determined by the Board of Directors or the Chairperson of the Board, shall perform such duties and have such powers as the Board of Directors, the Chairperson of the Board, the Chief Executive Officer, the President, if any, or as these Bylaws may, from time to time, prescribe. The Vice Presidents may also be designated as Executive Vice Presidents or Senior Vice Presidents.

Section 9. The Secretary and Assistant Secretaries. The Secretary shall attend all meetings of the Board of Directors (other than executive sessions thereof) and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose or shall ensure that his or her designee attends each such meeting to act in such capacity. Under the Board of Directors' supervision, the Secretary shall give, or cause to be given, all notices required to be given by these Bylaws or by law; shall have such powers and perform such duties as the Board of Directors, the Chairperson of the Board, the Chief Executive Officer, the President, if any, or these Bylaws may, from time to time, prescribe; and shall have custody of the corporate seal of the Corporation. The Secretary, or an Assistant Secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Assistant Secretary, if any, or if there be more than one, any of the assistant secretaries, shall in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors, the Chairperson of the Board, the Chief Executive Officer, the President, if any, or Secretary may, from time to time, prescribe.

Section 10. The Chief Financial Officer and the Treasurer. The Chief Financial Officer, if any, shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation as shall be necessary or desirable in accordance with applicable law or generally accepted accounting principles; shall deposit all monies and other valuable effects in the name and to the credit of the Corporation as may be ordered by the Chairperson of the Board or the Board of Directors; shall receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever; shall cause the funds of the

Corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; and shall render to the Board of Directors, at its regular meeting or when the Board of Directors so requires, an account of the financial condition and operations of the Corporation; shall have such powers and perform such duties as the Board of Directors, the Chairperson of the Board, the Chief Executive Officer, the President, if any, or these Bylaws may, from time to time, prescribe. The Treasurer, if any, shall in the absence or disability of the Chief Financial Officer, perform the duties and exercise the powers of the Chief Financial Officer, subject to the power of the Board of Directors. The Treasurer, if any, shall perform such other duties and have such other powers as the Board of Directors may, from time to time, prescribe.

Section 11. Appointed Officers. In addition to officers designated by the Board of Directors in accordance with this ARTICLE IV, the Chief Executive Officer shall have the authority to appoint other officers below the level of Board of Directors-appointed Vice President as the Chief Executive Officer may from time to time deem expedient and may designate for such officers titles that appropriately reflect their positions and responsibilities, including but not limited to the titles of Executive Vice President, Senior Vice President and Vice President. Such appointed officers shall have such powers and shall perform such duties as may be assigned to them by the Chief Executive Officer or the senior officer to whom they report, consistent with corporate policies. An appointed officer shall serve until the earlier of such officer's resignation or such officer's removal by the Chief Executive Officer or the Board of Directors at any time, either with or without cause.

Section 12. Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors.

Section 13. Officers' Bonds or Other Security. If required by the Board of Directors, any officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety as the Board of Directors may require.

Section 14. Delegation of Authority. The Board of Directors may by resolution delegate the powers and duties of any officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V
CERTIFICATES OF STOCK

Section 1. Form. The shares of stock of the Corporation shall be uncertificated,provided that the Board of Directors may provide by resolution that some or all of any or all classes or series of its stock shall be represented by certificates. If shares are represented by certificates, the certificates shall be in such form as required by applicable law and the Certificate of Incorporation and as determined by the Board of Directors. Each certificate shall certify the number of shares owned by such holder in the Corporation and shall be signed by, or in the name of the Corporation by, two authorized officers of the Corporation, including, but not limited to, the Chairperson of the Board (if an officer), the Chief Executive Officer, the President, if any, a Vice President, if any, the Treasurer, if any, the Secretary and an Assistant Secretary, if any, of the Corporation. Any or all signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer, transfer agent or registrar of the Corporation whether because of death, resignation or otherwise before such certificate or certificates have been issued by the Corporation, such certificate or certificates may nevertheless be issued as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer, transfer agent or registrar of the Corporation at the date of issue. When shares are not represented by certificates, shares of stock of the Corporation shall only be transferred on the books of the Corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, with such evidence of the authenticity of such transfer, authorization and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps, and within a reasonable time after the issuance or transfer of such shares, the Corporation shall, if required by applicable law, send the holder to whom such shares have been issued or transferred a written statement of the information required by applicable law. Unless otherwise provided by applicable law, the Certificate of Incorporation, Bylaws or any other instrument, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

Section 2. Lost Certificates. The Corporation may issue or direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates previously issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the owner of the lost, stolen or destroyed certificate. When authorizing such issue of a new certificate or certificates or uncertificated shares, the Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his or her legal representative, to give the Corporation a bond in such sum as it may direct, sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 3. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of stock to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner, except as otherwise required by applicable law. The Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares of stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by applicable law.

Section 4. Fixing a Record Date for Purposes Other Than Stockholder Meetings or Actions by Written Consent. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action (other than stockholder meetings and stockholder written consents which are expressly governed by Sections 12 and 13 of ARTICLE II hereof), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the Close of Business on the day on which the Board of Directors adopts the resolution relating thereto.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Dividends. Subject to and in accordance with applicable law, the Certificate of Incorporation and any certificate of designation relating to any series of preferred stock, dividends upon the shares of capital stock of the Corporation may be declared and paid by the Board of Directors, in accordance with applicable law. Dividends may be paid in cash, in property or in shares of the Corporation's capital stock, subject to the provisions of applicable law and the Certificate of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends a reserve or reserves for any proper purpose. The Board of Directors may modify or abolish any such reserves in the manner in which they were created.

Section 2. Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

Section 3. Contracts. In addition to the powers otherwise granted to officers pursuant to ARTICLE IV hereof, the Board of Directors may authorize any officer or officers, or any agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. Notwithstanding the foregoing, no seal shall be required by virtue of this Section 5 of ARTICLE VI.

Section 6. Voting Securities Owned By the Corporation. Voting securities in any other corporation or entity held by the Corporation shall be voted by the Chairperson of the Board, Chief Executive Officer, the President, if any, or the Chief Financial Officer, if any, unless the Board of Directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 7. Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws and subject to applicable law, facsimile and any other forms of electronic signatures of any officer or officers of the Corporation may be used.

Section 8. Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 9. Inconsistent Provisions. In the event that any provision (or part thereof) of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the DGCL, any other applicable law, the relevant provision (or part thereof) of these Bylaws shall to the maximum extent permitted by law be construed to be consistent with such other provision or provisions, and to the extent such Bylaw provision may not be so construed, such Bylaw provision shall be deemed amended to read consistently with such other provision and as so amended shall be given full force and effect.

ARTICLE VII
INDEMNIFICATION

Section 1. Right to Indemnification and Advancement. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, manager, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees and related disbursements, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA") and any other penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in this Section 1 of ARTICLE VII with respect to proceedings to enforce rights to indemnification and advance of expenses (as defined below), the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized in the specific case by the Board of Directors of the Corporation. The rights to indemnification and advancement of expenses conferred in this Section 1 of ARTICLE VII shall be contract rights. In addition to the right to indemnification conferred herein, an indemnitee shall also have the right, to the fullest extent not prohibited by law, to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (an "advance of expenses"); provided, however, that if and to the extent that the DGCL requires, an advance of expenses shall be made only upon delivery to the Corporation of an undertaking (an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (a "final

adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 1 of ARTICLE VII or otherwise. The Corporation may also, by action of its Board of Directors, provide indemnification and advancement to employees and agents of the Corporation. Any reference to an officer of the Corporation in this ARTICLE VII shall be deemed to refer exclusively to the Chairperson of the Board, Chief Executive Officer, President, if any, Secretary and Treasurer, if any, of the Corporation appointed pursuant to ARTICLE IV, and to any Vice President, Assistant Secretary, Assistant Treasurer or other officer of the Corporation appointed by the Board of Directors pursuant to ARTICLE IV of these Bylaws, and any reference to an officer of any other enterprise shall be deemed to refer exclusively to an officer appointed by the Board of Directors or equivalent governing body of such other entity pursuant to the certificate of incorporation and bylaws or equivalent organizational documents of such other enterprise. The fact that any person who is or was an employee of the Corporation or an employee of any other enterprise has been given or has used the title of "Vice President" or any other title that could be construed to suggest or imply that such person is or may be an officer of the Corporation or of such other enterprise, including, without limitation, any title granted to such person by the Chief Executive Officer pursuant to Section 11 of ARTICLE IV, shall not result in such person being constituted as, or being deemed to be, an officer of the Corporation or of such other enterprise for purposes of this ARTICLE VII unless such person's appointment to such office was approved by the Board of Directors pursuant to ARTICLE IV.

Section 2. Procedure for Indemnification. Any claim for indemnification or advance of expenses by an indemnitee under this Section 2 of ARTICLE VII shall be made promptly, and in any event within 45 days (or, in the case of an advance of expenses, 20 days, provided that the director or officer has delivered the undertaking contemplated by Section 1 of this ARTICLE VII if required), upon the written request of the indemnitee. If the Corporation denies a written request for indemnification or advance of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 45 days (or, in the case of an advance of expenses, 20 days, provided that the indemnitee has delivered the undertaking contemplated by Section 1 of this ARTICLE VII if required), the right to indemnification or advances as granted by this ARTICLE VII shall be enforceable by the indemnitee in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation to the fullest extent permitted by applicable law. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of expenses where the undertaking required pursuant to Section 1 of this ARTICLE VII, if any, has been tendered to the Corporation) that the claimant has not met the applicable standard of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proof shall be on the Corporation to the fullest extent permitted by law. Neither the failure of the Corporation (including, without limitation, its Board of Directors, a committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including, without limitation, its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. Insurance. Subject to the terms of the Certificate of Incorporation, the Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was or has agreed to become a director, manager, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, manager, officer, partner, member, trustee, administrator, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise against any expense, liability or loss asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such expenses, liability or loss under the DGCL.

Section 4. Service for Subsidiaries. Any person serving as a director, manager, officer, partner, member, trustee, administrator, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, at least 50% of whose equity interests are owned by the Corporation (a "subsidiary" for purposes of this ARTICLE VII) shall be conclusively presumed to be serving in such capacity at the request of the Corporation.

Section 5. Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the Corporation or who, while a director or officer of the Corporation, become or remain a director, manager, officer, employee or agent of a subsidiary, shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this ARTICLE VII in entering into or continuing such service. To the fullest extent permitted by applicable law, the rights to indemnification and to the advance of expenses conferred in this ARTICLE VII shall apply to claims made against an indemnitee arising out of acts or omissions which occurred or occur both prior and subsequent to the adoption hereof. Any amendment, alteration or repeal of this ARTICLE VII that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 6. Non-Exclusivity of Rights; Continuation of Rights of Indemnification. The rights to indemnification and to the advance of expenses conferred in this ARTICLE VII shall not be exclusive of any other right which any person may have or hereafter acquire under the Certificate of Incorporation or under any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise. All rights to indemnification under this ARTICLE VII shall be deemed to be a contract between the Corporation and each director or officer of the Corporation who serves or served in such capacity at any time while this ARTICLE VII is in effect. Any repeal or modification of this ARTICLE VII or repeal or modification of relevant provisions of the DGCL or any other applicable laws shall not in any way diminish any rights to indemnification and advancement of expenses of such director or officer or the obligations of the Corporation arising hereunder with respect to any proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such repeal or modification.

Section 7. Merger or Consolidation. For purposes of this ARTICLE VII, references to the "Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including, without limitation, any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, manager, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, manager, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this ARTICLE VII with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

Section 8. Savings Clause. To the fullest extent permitted by law, if this ARTICLE VII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and advance expenses to each person entitled to indemnification under Section 1 of this ARTICLE VII as to all expense, liability and loss (including, without limitation, attorneys' fees and related disbursements, judgments, fines, ERISA excise taxes and penalties and any other penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person and for which indemnification and advancement of expenses is available to such person pursuant to this ARTICLE VII to the fullest extent permitted by any applicable portion of this ARTICLE VII that shall not have been invalidated.

Section 9. Indemnitor of First Resort. Notwithstanding that a director or officer of the Corporation (collectively, the "Covered Persons") may have certain rights to indemnification, advancement of expenses or insurance provided by other persons (collectively, the "Other Indemnitors"), with respect to the rights to indemnification, advancement of expenses or insurance set forth herein, the Corporation: (a) shall be the indemnitor of first resort (i.e., its obligations to Covered Persons are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Covered Persons are secondary); and (b) shall be required to advance the full amount of expenses incurred by Covered Persons and shall be liable for the full amount of all liabilities, without regard to any rights Covered Persons may have against any of the Other Indemnitors. No advancement or payment by the Other Indemnitors on behalf of Covered Persons with respect to any claim for which Covered Persons have sought indemnification from the Corporation shall affect the immediately preceding sentence, and the Other Indemnitors shall have a right of contribution or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Covered Persons against the Corporation. Notwithstanding anything to the contrary herein, the obligations of the Corporation under this Section 9 of ARTICLE VII shall only apply to Covered Persons in their capacity as Covered Persons.

ARTICLE VIII
AMENDMENTS

These Bylaws may be altered, amended or repealed or new Bylaws adopted only in accordance with the Certificate of Incorporation.

* * * * *

Exhibit 4.1

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (this "Agreement") is entered into as of October 23, 2024, by and between Ingram Micro Holding Corporation, a Delaware corporation (the "Company"), and Imola JV Holdings, L.P., a Delaware limited partnership ("Holdings").

W I T N E S S E T H:

WHEREAS, contemporaneously with the execution of this Agreement, the Company is initiating its Initial Public Offering; and

WHEREAS, as an inducement for Holdings to consent to the Initial Public Offering, the parties hereto wish to agree to certain rights with respect to the registration under the Securities Act of 1933, as amended (the "Securities Act"), of the Company's securities held by Holdings and certain other matters relating to Holdings' ownership of such securities in light of, among other things, the Initial Public Offering and the benefits conferred on the Company in connection with the Initial Public Offering, including, without limitation, the proceeds to be received by the Company for its securities in the Initial Public Offering and continued access to the public equity markets thereafter.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

For purposes hereof, the following terms when used herein shall have the respective meanings set forth below:

"Affiliate" shall have the meaning given to it in Rule 405 promulgated under the Securities Act.

"Board" means the board of directors of the Company.

"Commission" means the United States Securities and Exchange Commission.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Initial Public Offering" means the Company's initial public offering of Shares.

"Person" means any natural person or any corporation, limited liability company, partnership, trust or other entity.

"Platinum" means the Sponsor, Platinum Equity Partners V, L.P., Platinum Imola Principals, LLC, Platinum Imola Principals II, LLC, Platinum Equity Capital Partners V, L.P., PECP V Co-Investment, L.P., Platinum Equity Imola Co-Investors Holdings, L.P. and their respective Affiliates.

"Platinum Group" means Platinum and any partners (general or limited), members or stockholders of any of the foregoing.

"Qualified Transferee" means (i) any Affiliate of Holdings, (ii) any Person who acquires Registrable Securities pursuant to any distribution of Shares by Holdings to the holders of partnership interests of Holdings, (iii) any member of the Platinum Group, or (iv) any Person who otherwise acquires at least 5% of the Registrable Securities held by Holdings; provided that, in each case, a Qualified Transferee shall agree to be bound by and subject to the terms and conditions of this Agreement.

"Registrable Securities" means all Shares held by Holdings or a Qualified Transferee at any time, including, without limitation, any Shares of the Company acquired (or that may be acquired upon the exercise or conversion of securities for or into Shares of the Company) by Holdings or a Qualified Transferee pursuant to any preemptive right, right of first offer or otherwise, and any other Shares issued in respect of any of such securities (as a result of stock splits, stock dividends, stock combinations, reclassifications, recapitalizations or other similar events); provided, however, that such securities shall cease to be Registrable Securities upon any sale thereof pursuant to an effective registration statement under the Securities Act or pursuant to Rule 144 (or any similar provision) under the Securities Act.

"Shares" means the shares of common stock, par value $0.01 per share, in the Company outstanding from time to time.

"Sponsor" means Platinum Equity, LLC, a Delaware limited liability company.

ARTICLE II

REGISTRATION RIGHTS

Section 2.1 Demand Registration Rights.

(a) At any time and from time to time after the expiration or waiver of the underwriterlock-up period applicable to the Initial Public Offering, Holdings shall have the right to request that the Company file a registration statement under the Securities Act for a firm commitment underwritten public offering of Registrable Securities, so long as the anticipated gross proceeds of such underwritten offering are not less than $50,000,000 or such lesser amount if Holdings is proposing to sell all of the remaining Registrable Securities. Upon receipt of any request for registration pursuant to this Section 2.1, the Company shall use its reasonable best efforts to file a registration statement and cause such registration statement to be promptly declared effective under the Securities Act with respect to such Registrable Securities.

(b) Holdings may withdraw its Registrable Securities from a demand registration at any time prior to the effectiveness of the applicable registration statement. Upon delivery of a notice by Holdings to such effect, the Company shall cease all efforts to secure effectiveness of the applicable registration statement.

(c) If the Company is advised in writing in good faith by any managing underwriter of the securities being offered pursuant to any registration statement under this Section 2.1 that, in its opinion, because of marketing considerations, the number of shares to be sold is greater than the number of such shares that can be offered without adversely affecting the offering, then the equity securities proposed to be included in such registration shall be reduced to a number deemed satisfactory by such managing underwriter in accordance with the following priorities: (i) all shares properly sought to be registered by any Person under Section 2.1(a) of this Agreement shall be registered first pro rata on the basis of the relative number of Registrable Securities then held by such Persons (provided that any securities thereby allocated to any such Person that exceed such Person's request will be reallocated among the remaining requesting Persons in like manner) and (ii) all shares properly sought to be registered by any Person under Section 2.2(a) of this Agreement shall be registered second pro rata on the basis of the relative number of Registrable Securities then held by such Persons (provided that any securities thereby allocated to any such Person that exceed such Person's request will be reallocated among the remaining requesting Persons in like manner).

(d) It is a condition precedent to the obligations of the Company to take any action pursuant to this Section 2.1 that Holdings furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of such securities as shall be reasonably and customarily required to effect the registration of its Registrable Securities.

Section 2.2 Piggyback Registration Rights.

(a) Whenever the Company proposes to register any equity securities for its own or others' account under the Securities Act (other than a registration (i) relating to employee benefit plans, or (ii) solely relating to shares to be sold under Rule 145 or a similar provision under the Securities Act), the Company shall give Holdings prompt written notice of its intent to do so. Upon the written request of Holdings given within 10 business days after receipt of such notice, the Company shall include in such registration all Registrable Securities that Holdings shall request; provided that the Company shall have the right to postpone, delay, cancel, withdraw or terminate any registration made under this Section 2.2, whether or not Holdings has elected to include such securities in such registration.

(b) If the Company is advised in writing in good faith by any managing underwriter of the securities being offered pursuant to any registration statement under this Section 2.2 that, in its opinion, because of marketing considerations, the number of shares to be sold is greater than the number of such shares that can be offered without adversely affecting the offering, then the equity securities proposed to be included in such registration shall be reduced to a number deemed satisfactory by such managing underwriter in accordance with the following priorities: (i) all shares sought to be registered by the Company shall be registered first, and (ii) all shares properly sought to be registered by any Person under Section 2.2(a) of this Agreement shall be registered second pro rata on the basis of the relative number of Registrable Securities then held by such Persons (provided that any securities thereby allocated to any such Person that exceed such Person's request will be reallocated among the remaining requesting Persons in like manner).

(c) No registration of Registrable Securities effected pursuant to a request under this Section 2.2 shall relieve the Company of its obligations under Section 2.1 or Section 2.3 of this Agreement.

Section 2.3 Form S-3 Registration Rights.

(a) Following the Company's Initial Public Offering, the Company shall use its reasonable best efforts (i) to qualify for registration on Form S-3 for secondary sales and (ii) to qualify as and remain a well-known seasoned issuer (as defined in Rule 405 under the Securities Act). After the Company has qualified for the use of Form S-3, Holdings shall have the right to request an unlimited number of registrations on Form S-3 (such requests shall be in writing and shall state the number of shares of Registrable Securities to be disposed of and the intended method of disposition of shares by Holdings), so long as the anticipated gross proceeds of such underwritten offering is not less than $25,000,000 or such lesser amount if Holdings is proposing to sell all of the remaining Registrable Securities. Upon receipt of any request for registration pursuant to this Section 2.3, the Company shall file a Form S-3 with the Commission and, as soon as practicable, use reasonable best efforts to effect such registration and all related qualifications and compliances as may be requested and as would permit or facilitate the sale and distribution of all Registrable Securities as are specified in such request.

(b) If the Company qualifies to do so, it shall file an automatic registration statement on Form S-3 in response to any request for registration pursuant to this Section 2.3.

(c) In the case of an underwritten offering under this Section 2.3, the price, underwriting discount and other financial terms for the Registrable Securities shall be determined by Holdings, and the priority shall be as set forth in Section 2.1(c) of this Agreement.

Section 2.4 Selection of Underwriter. The underwriter(s) of any offering shall be selected by the Company, subject in the case of an underwritten offering effected under Section 2.1 or Section 2.3 of this Agreement to approval by Holdings, which approval will not be unreasonably withheld.

Section 2.5 Registration Procedures. If and whenever the Company is required by the provisions of this Agreement to use its reasonable best efforts to effect the registration of any of the Registrable Securities under the Securities Act, the Company shall effect such registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of disposition thereof, and pursuant thereto the Company shall cooperate in the sale of the securities and shall, as expeditiously as possible:

(a) prepare and file with the Commission a registration statement (and, in the case of a registration under Section 2.1 or Section 2.3 of this Agreement, within 60 days of any request thereunder), in form and substance required by the Securities Act, with respect to such Registrable Securities and use its reasonable best efforts to cause that registration statement to become effective and remain effective as provided herein;

(b) prepare and file with the Commission any amendments and supplements to the registration statement and the prospectus included in the registration statement as may be necessary to keep the registration statement effective, in the case of a firm commitment underwritten public offering, until completion of the distribution of all securities described therein and, in the case of any other offering, until the earlier of (i) the sale of all Registrable Securities covered thereby, or (ii) in the case of a shelf registration, three years, and in the case of a registration statement not related to a shelf registration, 90 days after the effective date thereof (but in any event not before the expiration of any longer period required under the Securities Act or, if such registration statement relates to a firm commitment underwritten public offering, such longer period as in the opinion of counsel for the underwriters is required by law);

(c) furnish to Holdings such reasonable numbers of copies of the prospectus, including, without limitation, a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as Holdings may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by it;

(d) register or qualify the Registrable Securities covered by the registration statement under the securities or “blue sky” laws of such states as Holdings shall reasonably request, and do any and all other acts and things that may be necessary or desirable to enable Holdings to consummate the public sale or other disposition in such states of the Registrable Securities owned by Holdings; provided, however, that the Company shall not be required in connection with this paragraph (d) to qualify as a foreign corporation or execute a general consent to service of process in any jurisdiction;

(e) in connection with each registration covering an underwritten public offering, enter (and Holdings agrees to enter) into a written agreement with the managing underwriter in such form and containing such provisions (including, without limitation, if the underwriter(s) so requests, customary contribution provisions on the part of the Company) as are customary in the securities business for such an arrangement between such underwriter(s) and companies of the Company’s size and investment stature;

(f) in the case of a registration under Section 2.1 of this Agreement, cause the appropriate executives of the Company to participate, at the Company's expense, in customary investor presentations and "road shows" (to be scheduled in a collaborative manner so as not to unreasonably interfere with the conduct of the business of the Company);

(g) at the reasonable request of Holdings in the case of a registration pursuant to Section 2.1 of this Agreement, on the date on which such Registrable Securities are sold to the underwriter(s), provide (i) a legal opinion of the Company's outside counsel, (ii) a legal opinion of the Company's general counsel, and (iii) a letter from the Company's independent certified public accountants, each in customary form and substance and addressed to such underwriter(s) and Holdings;

(h) procure the cooperation of the Company's transfer agent in settling any offering or sale of Registrable Securities, including, without limitation, with respect to the transfer of physical stock certificates into book-entry form and the removal of any restrictive legends, in each case in accordance with any procedures reasonably requested by Holdings or the underwriters;

(i) whenever the Company is registering any securities under the Securities Act and Holdings is selling securities under such registration, (i) keep Holdings advised of the initiation, progress and completion of such registration, (ii) furnish or otherwise make available to Holdings and Holdings' counsel copies of all such documents proposed to be filed, and such other documents reasonably requested by counsel, including, without limitation, any comment letter from the Commission, and (iii) allow Holdings and Holdings' counsel to review and comment on the registration statement and to participate in the preparation of such registration statement before the filing thereof;

(j) make available for inspection by Holdings, any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by Holdings or any such underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by Holdings or any such underwriter, attorney, accountant or agent in connection with such registration statement;

(k) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission and any other applicable regulatory body applicable to such registration, and make available to its security holders, as soon as reasonably practicable, an earning statement covering the period of at least 12 months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earning statement shall satisfy the provisions of section 11(a) of the Securities Act and Rule 158 thereunder;

(l) in the event of the issuance of any stop order suspending the effectiveness of a registration statement, or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Registrable Securities included in such registration statement for sale in any jurisdiction, the Company will use its reasonable best efforts promptly to obtain the withdrawal of such order; and

(m) as of the effective date of any registration statement relating thereto, cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed, and, if not so listed, to be listed on the New York Stock Exchange or the Nasdaq Global Select Market.

Section 2.6 Certain Conditions. It will be a condition of Holdings' rights hereunder to have Registrable Securities owned by it registered that: (a) Holdings will reasonably cooperate with the Company by supplying information and executing documents relating to Holdings or the securities of the Company owned by Holdings in connection with such registration; (b) Holdings will enter into such undertakings and take such other actions relating to the conduct of the proposed offering which the Company or the underwriters may request as being necessary to ensure compliance with federal and state securities laws and the securities laws of any applicable jurisdiction and the rules or other requirements of the applicable exchange or otherwise to effectuate the offering; and (c) Holdings shall not use any free writing prospectus (as defined in Rule 405 under the Securities Act) in connection with the sale of Registrable Securities without the prior written consent of the Company.

Section 2.7 Waiver of Registration Rights. Notwithstanding anything to the contrary in this Agreement, if (a) a majority of the holders of Registrable Securities waive their rights under this Section 2.7 to include any Registrable Securities in a particular registration statement and (b) the applicable registration statement does not include any Registrable Securities held by such holders or their Affiliates (other than the Company), then no holder of Registrable Securities shall be entitled to exercise its respective rights under this Agreement with respect to such registration statement; provided that such waiver shall equally apply to any party with registration rights.

Section 2.8 Expenses. The Company will pay all expenses incurred in complying with the registration rights set forth in this Agreement, including, without limitation, (a) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the Commission, FINRA and any other relevant regulatory bodies, (b) all fees and expenses incurred in connection with listing the Registrable Securities on any securities exchange, (c) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses, (d) transfer taxes, (e) fees and expenses of counsel for the Company and the fees and expenses of one counsel selected by Holdings to represent Holdings, (f) all fees and expenses in connection with compliance with any securities or "blue sky" laws (including, without limitation, fees and disbursements of counsel for the underwriters in connection with "blue sky" qualifications of the Registrable Securities), (g) the expense of any special audits incident to or required by any such registration, but excluding underwriting discounts and selling commissions relating to the sale of the Registrable Securities, (h) any reasonable fees and disbursements of underwriters, selling brokers, dealer managers or similar securities industry professionals customarily paid by issuers or sellers of securities, (i) all fees and expenses of any special experts or other Persons retained by the Company in connection with any registration, (j) all of the Company's internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), and (k) any other fees and disbursements customarily paid by the issuers of securities. The obligation of the Company to bear expenses described in this Section 2.8 shall apply irrespective of whether a registration is filed or becomes effective, is withdrawn or suspended, is converted to another form of registration and irrespective of when any of the foregoing shall occur. For the avoidance of doubt, all underwriting discounts and commissions of underwriters, selling brokers, dealer managers or similar securities industry professionals relating to the distribution of the Registrable Securities incurred in connection with each registration pursuant to this Agreement will be borne by the holders of the Registrable Securities so registered pro rata based on the number of securities so registered.

Section 2.9 Suspension of Sales. The Company shall promptly notify Holdings of any event that results in the prospectus included in such registration statement or such registration statement, as then in effect, containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. In such event Holdings shall forthwith discontinue disposition of Registrable Securities until Holdings has received copies of a supplemented or amended prospectus or prospectus supplement, or until Holdings is advised in writing by the Company that the use of the prospectus and, if applicable, the prospectus supplement may be resumed, and, if so directed by the Company, Holdings shall deliver to the Company (at the Company's expense) all hard copies, other than permanent file copies then in Holdings' possession, of the prospectus and, if applicable, prospectus supplement covering such

Registrable Securities current at the time of receipt of such notice. At the request of Holdings, the Company will as soon as possible prepare and furnish to Holdings a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in light of the circumstances under which they were made. The total number of days that any one or more such suspensions may be in effect in any 12-month period shall not exceed 40 business days.

Section 2.10 Indemnification and Contribution.

(a) Indemnification by the Company. The Company shall indemnify and hold harmless, to the fullest extent permitted by law, Holdings, its officers, directors, managers, stockholders, partners, members, Affiliates, agents and representatives, each underwriter of the Registrable Securities, and each controlling Person of any of the foregoing, against any and all claims, losses, penalties, judgments, suits, costs, damages, expenses and liabilities, joint or several (including, without limitation, any investigation, legal or other expenses incurred in connection with, and any amounts paid in settlement of, any action, suit or proceeding or any claim asserted) (each, a "Loss"), as the same are incurred, arising out of or based on (i) any untrue statement (or alleged untrue statement) of a material fact contained in any prospectus, offering circular, or other document delivered or made available to investors relating to such Registrable Securities (or in any related registration statement or any amendment or supplement thereto), (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) any violation or alleged violation by the Company of the Securities Act or the Exchange Act, (iv) any violation or alleged violation by the Company of any other applicable federal, state or common law, rule or regulation, applicable to the Company or any of its subsidiaries and relating to action or inaction required of the Company in connection with any registration, qualification or compliance contemplated by this Agreement, (v) any failure to register or qualify Registrable Securities in any state where the Company or its agents have affirmatively undertaken or agreed in writing that the Company (the undertaking of any underwriter being attributed to the Company) will undertake such registration or qualification on behalf of the holders of such Registrable Securities (provided that in such instance the Company shall not be so liable if it has undertaken its reasonable best efforts to so register or qualify such Registrable Securities), or (vi) any actions or inactions or proceedings in respect of the foregoing whether or not such indemnified party is a party thereto and will reimburse Holdings, each of its officers, directors, managers, members, partners and Affiliates, and each such underwriter and controlling Person for any legal or other expenses reasonably incurred in connection with investigating or defending any such Loss, whether or not resulting in liability; provided, however, that the Company will not be liable in any such case to the extent that any such Loss arises out of or is based on any untrue statement or omission or alleged untrue statement or omission made in any such registration statement or other document in reliance upon and in conformity with written information furnished to the Company by Holdings or such underwriter and stated to be specifically for use therein; provided further that the indemnity contained in this Section 2.10(a) will not apply to amounts paid in settlement of any such Loss if such settlement is effected without the consent of the Company (which consent will not be unreasonably withheld).

(b) Indemnification by the Holders of Registrable Securities. Holdings shall indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors and each of its officers who has signed the registration statement, each underwriter of the Registrable Securities, and each controlling Person of any of the foregoing, against any and all losses (or actions in respect thereof) arising out of or based on (i) any untrue statement (or alleged untrue statement) of a material fact contained in any prospectus, offering circular, or other document delivered or made available to investors relating to such Registrable Securities (or in any related registration statement or any amendment or supplement thereto), or (ii) any omission (or alleged omission) to state therein a material fact required to

be stated therein or necessary to make the statements therein not misleading and will reimburse the Company, each of its directors and such officers, and each such underwriting and controlling Person referred to above for any legal or other expenses reasonably incurred in connection with investigating or defending any such Loss, whether or not resulting in liability; provided, however, that Holdings will not be liable in any such case except to the extent that any such Loss arises out of any untrue statement (or alleged untrue statement) or omission (or alleged omission) made in any such registration statement or other document in reliance upon and in conformity with written information furnished to the Company by Holdings and stated to be specifically for use therein; provided further that the indemnity contained in this Section 2.10(b) will not apply to amounts paid in settlement of any Loss, if such settlement is effected without the consent of Holdings (which consent will not be unreasonably withheld).

(c) Procedures for Indemnification. Each party entitled to indemnification under Section 2.10(a) or Section 2.10(b) of this Agreement (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom; provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld or delayed); and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement unless the Indemnifying Party is materially prejudiced thereby. The Indemnified Party may participate in such defense at such party's expense; provided, however, that the Indemnifying Party shall pay such expenses if the Indemnified Party shall believe in good faith that representation of such Indemnified Party by the counsel retained by the Indemnifying Party would be inappropriate due to actual or potential differing interests between the Indemnified Party and any other party represented by such counsel in such proceeding. No Indemnifying Party, in the defense of any such claim or litigation shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect of such claim or litigation, and no Indemnified Party shall consent to entry of any judgment or settle such claim or litigation without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed.

(d) Contribution. If the indemnification provided for in Section 2.10(a) or Section 2.10(b) of this Agreement is unavailable to any Indemnified Party thereunder in respect of any losses referred to in such subsections, then each Person that would have been an Indemnifying Party thereunder shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and such Indemnified Party on the other. The relative fault shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Party or such Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission, or whether such losses, claims, damages or liabilities (or actions in respect thereof) arose out of the action or failure to act of one or more of such parties. Notwithstanding the foregoing, (i) Holdings will not be required to contribute any amount in excess of the net proceeds paid to Holdings of all Registrable Securities sold by Holdings pursuant to such registration statement except in the case of fraud by Holdings, and (ii) no Person guilty of fraudulent misrepresentation, within the meaning of section 11(f) of the Securities Act, shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) No Exclusivity. The remedies provided for in this Section 2.10 are not exclusive and shall not limit any rights or remedies that may be available to any Indemnified Party at law or in equity or pursuant to any other agreement.

Section 2.11 Registration Rights of Others. The Company will not, without the prior written consent of Holdings, grant to any Person (other than in connection with an assignment made in accordance with this Agreement) the right to (a) require the Company to initiate the registration of any securities, or (b) require the Company to include securities owned by such Person in any registration by the Company, unless under the terms of such arrangement Holdings may include securities in such registration and then only to the extent that the inclusion of securities owned by such Person does not limit the number of Registrable Securities included therein or adversely affect the offering price thereof. The Company represents and warrants that it has not granted any Person other than Holdings the right to require the Company to initiate the registration of any securities or include in any registration any securities owned by any Person.

Section 2.12 Adjustments Affecting Registrable Securities. Except as otherwise provided herein, the Company will not effect a stock split, reorganization, recapitalization, reclassification, dividend or a combination of shares or take any similar action, or permit any similar change to occur, with respect to its Shares that would materially and adversely affect the ability of Holdings to include Registrable Securities in a registration undertaken pursuant to this Agreement or that would adversely affect the marketability of such Registrable Securities in any such registration (including, without limitation, effecting a stock split or a combination of shares) in any material respect. In the event that any capital stock or other securities are issued in respect to, in exchange for, or in substitution of any Shares by reason of any stock split, reorganization, recapitalization, reclassification, dividend or a combination of shares or other change in capital structure of the Company, appropriate adjustments shall be made, if necessary, with respect to the relevant provisions of this Agreement so as to fairly and equitably preserve, as far as practicable, the original rights and obligations of Holdings hereto under this Agreement.

Section 2.13 Lock-Up Agreement. In connection with any underwritten offering of Registrable Securities hereunder, any Qualified Transferee shall, if requested by Holdings, execute a lock-up agreement in such form provided by the managing underwriter in such offering.

ARTICLE III

INFORMATION

Section 3.1 Rule 144. With a view to making available to Holdings the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the Commission that may at any time permit Holdings to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to use its reasonable best efforts to satisfy the requirements of all such rules and regulations (including, without limitation, the requirements for public information, registration under the Exchange Act and timely reporting to the Commission) at the earliest possible date (but in any event not later than 90 days) after the effective date of the registration statement for its first registered public offering. The Company will furnish to Holdings, within five business days, whenever requested, a written statement as to its compliance with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, a copy of its most recent annual or quarterly report, and such other reports and information filed by the Company as Holdings may reasonably request in writing in connection with the lawful sale of Registrable Securities without registration.

Section 3.2 Books and Records. The Company shall, and shall cause its subsidiaries to, keep proper books, records and accounts, in which full and correct entries shall be made of all financial transactions and the assets, liabilities and business of the Company and each of its subsidiaries in accordance with generally accepted accounting principles.

Section 3.3 Financial Statements. So long as Holdings retains the right to nominate a director for election to the Board pursuant to Section 4.1 of this Agreement or ARTICLE FIVE, Section 4(a) of the Charter (as defined below), (a) concurrently with the distribution of the Company's annual financial statements to the audit committee of the Board for review, the Company shall deliver to Holdings an audited balance sheet of the Company as of the end of such fiscal year and the related audited consolidated statements of income, stockholders equity and cash flows for such fiscal year and any related notes thereto, and (b) concurrently with the distribution of the Company's quarterly financial statements to the audit committee of the Board for review, the Company shall deliver to Holdings an unaudited balance sheet of the Company as of the end of such fiscal quarter and the related unaudited consolidated statements of income stockholders equity and cash flows for such fiscal quarter and for the fiscal year-to-date period then ended and any related notes thereto; provided, however, that the Company shall not be required to disclose any privileged information of the Company to Holdings so long as the Company has used its best efforts to provide such information to Holdings without the loss of such privilege and has notified Holdings that such information has not been provided.

Section 3.4 Access. So long as Holdings retains the right to nominate a director for election to the Board pursuant to Section 4.1 of this Agreement or ARTICLE FIVE, Section 4(a) of the Charter, in addition to other information that may be reasonably requested from time to time, the Company shall, and shall cause its subsidiaries to, provide Holdings and such Persons as it may designate, (a) direct access to any of the properties of the Company and its subsidiaries, (b) access to the Company's and any of its subsidiaries' books and records and permission to take copies and extracts therefrom, (c) access as may be requested by Holdings to discuss the affairs, finances and accounts of the Company and its subsidiaries with the Company's and any of its subsidiaries' directors, officers, employees and public accountants (and the Company, on behalf of itself and each of its subsidiaries, hereby authorizes such accountants to discuss with Holdings and such designees such affairs, finances and accounts) at reasonable times and upon reasonable notice, (d) advance information with respect to any significant corporate actions, including, without limitation, extraordinary dividends, mergers, acquisitions or dispositions of assets, issuances of significant amounts of debt or equity and material amendments to the organizational documents of the Company or any of its subsidiaries, (e) copies of all materials provided to any board, any board committee or any similar governing body of the Company or any of its subsidiaries, at the same time as provided to such party, and (f) to the extent otherwise prepared by the Company, operating and capital expenditure budgets and periodic information packages relating to the operations and cash flows of the Company and its subsidiaries; provided, however, that the Company shall not be required to disclose any privileged information of the Company to Holdings so long as the Company has used its best efforts to provide such information to Holdings without the loss of such privilege and has notified Holdings that such information has not been provided.

Section 3.5 Confidentiality. Holdings agrees that it will keep confidential and will not disclose, divulge or use for any purpose, other than to monitor its investment in the Company and its subsidiaries, any confidential information obtained from the Company pursuant to this Article III and Section 4.7 of this Agreement, unless such confidential information (a) is or becomes generally available to the public other than as a result of a breach of any confidentiality obligation by Holdings or its Affiliates, (b) is or becomes available to Holdings on a nonconfidential basis from a source other than an Affiliate of Holdings; provided that such source is not known by Holdings to be bound by an obligation of confidentiality to the Company, or (c) is or has been independently developed or conceived by Holdings or its Affiliates without use of or reliance on the Company's confidential information; provided that each of Holdings and its Affiliates may disclose confidential information (i) to its attorneys, accountants, consultants, insurers, financing sources and other professional advisors to the extent

necessary to obtain their services in connection with its investment in the Company, (ii) to any prospective purchaser of any Shares from Holdings as long as such prospective purchaser agrees in writing to maintain the confidentiality of such confidential information, (iii) to any Affiliate, partner, member, stockholder, limited partner, prospective partner or related investment fund of Holdings and their respective directors, officers, employees, consultants, agents and representatives, in each case in the ordinary course of business (provided that such persons are subject to customary confidentiality and nondisclosure obligations, and provided further that Holdings will remain liable to the Company for any breaches of such confidentiality and nondisclosure obligations by such persons), (iv) as the Company may consent in writing, and (v) as may otherwise be required by law or legal, judicial or regulatory process. Notwithstanding the foregoing, nothing in this Agreement restricts or prohibits Holdings from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including without limitation the Commission, or making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. For the avoidance of doubt, Holdings does not need the prior authorization of the Company to engage in conduct protected by the preceding sentence, and Holdings does not need to notify the Company that it has engaged in such conduct.

ARTICLE IV

BOARD REPRESENTATION

Section 4.1 Nomination of Directors. From and after the date hereof, Holdings shall have the right to nominate for election to the Board (any such nominee, a "Holdings Director") that number of directors set forth in ARTICLE FIVE, Section 4(a) of the Second Amended and Restated Certificate of Incorporation of the Company to be filed and effective in connection with the consummation of the Initial Public Offering (the "Charter").

Section 4.2 Election and Appointment of Directors. The Company shall take the actions set forth in ARTICLE FIVE, Section 4(b) of the Charter with respect to the Holdings Directors. Further, in the event that the total number of Holdings Directors serving on the Board is less than the total number of directors that Holdings is entitled to nominate pursuant to Section 4.1 of this Agreement or ARTICLE FIVE, Section 4(a) of the Charter, Holdings shall have the rights set forth in Section 4.1 of this Agreement and ARTICLE FIVE, Section 2, Section 4(a), Section 4(b) and Section 5 of the Charter.

Section 4.3 Term. The term of the Holdings Directors as directors shall be as set forth in ARTICLE FIVE, Section 4(c) of the Charter.

Section 4.4 Replacement of Directors. Holdings shall have the director replacement rights set forth in ARTICLE FIVE, Section 5 and Section 6 of the Charter.

Section 4.5 Chairperson and Committees. Holdings shall have the designation rights with respect to the Chairperson of the Board set forth in ARTICLE FIVE, Section 1(a) of the Charter and the rights with respect to the composition of committees of the Board set forth in ARTICLE FIVE, Section 1(b) of the Charter.

Section 4.6 Subsidiaries. Upon Holdings' request, the Company agrees to vote its shares in its subsidiaries so that Holdings shall have the rights to representation on the board of directors or other similar governing body (or any committee thereof) of any subsidiary of the Company set forth in ARTICLE FIVE, Section 1(c) of the Charter.

Section 4.7 Permitted Disclosure. Each Holdings Director is permitted to disclose to Holdings information about the Company and its subsidiaries that he or she receives in such capacity, subject to his or her fiduciary duties under law, and the Company agrees to vote its shares in its subsidiaries so that any person elected to the board of directors or similar governing body of a subsidiary at the request of Holdings pursuant to Section 4.6 of this Agreement or ARTICLE FIVE, Section 1(c) of the Charter is permitted to disclose to Holdings information about the Company and its subsidiaries that he or she receives in such capacity, subject to his or her fiduciary duties under law.

Section 4.8 Director Expenses; Insurance. The Company shall pay the reasonable, documented out-of-pocket expenses incurred by each member of the Board, and upon Holdings' request, shall vote its shares so as to cause the governing documents of any subsidiary of the Company to require such subsidiary to pay the reasonable, documented, out-of-pocket expenses incurred by each member of the board of directors or similar governing body of such subsidiary, in connection with such person's services provided to or on behalf of the Company or such subsidiary, including, without limitation, attending meetings (including, without limitation, committee meetings) or events attended on behalf of the Company or such subsidiary at the Company's or such subsidiary's request. The Company shall (a) purchase and maintain directors and officers liability insurance in an amount and pursuant to terms determined by the Board to be reasonable and customary, and (b) take all actions reasonably necessary to extend such directors and officers liability insurance coverage for a period of not less than six years from the latter of (i) the date the last remaining member of the Board or the board of directors or similar governing body of any subsidiary of the Company nominated by Holdings pursuant to this Agreement or the Charter stops serving in such role, and (ii) the date Holdings no longer retains the right to nominate a Holdings Nominee pursuant to this Agreement or the Charter, in each case, in respect of any act or omission occurring at or prior to such date.

Section 4.9 No Limitation. The provisions of this Article IV are intended to provide Holdings with the minimum Board representation rights set forth herein. Nothing in this Agreement shall prevent the Company from having a greater number of nominees or designees of Holdings on the Board or any committee thereof than otherwise provided herein or Holdings from nominating additional directors to the Board through any and all means not in violation of the organizational documents of the Company and to solicit stockholders outside of the Company's proxy statement.

Section 4.10 Laws and Regulations. Nothing in this Article IV shall be deemed to require that any party hereto, or any Affiliate thereof, act or be in violation of any applicable provision of law, regulation, legal duty or requirement or stock exchange or stock market rule.

ARTICLE V

CORPORATE ADVISORY SERVICES

Section 5.1 Appointment and Term. Following the date hereof, the Company may retain Platinum Equity Advisors, LLC, a Delaware limited liability company and an entity affiliated with the Sponsor (" Platinum Advisors"), to provide (a) advice regarding the structuring and negotiating of material transactions for the Company, including, without limitation, any material acquisitions, dispositions, debt financings, recapitalizations, capital markets or similar transactions (each, a "Major Transaction"), (b) advice regarding identifying, structuring, negotiating, obtaining bank, institutional and other sources of financing for the Company with respect to a Major Transaction and (c) such other services (such services, together with the services in clauses (a) and (b), the "Services") as the Company may request from time to time.

Section 5.2 Quality of Services. Platinum Advisors shall render the Services in a professional, timely and workmanlike manner. The Services will be of the same quality and performed in the same manner of performance as such Services are performed by Platinum Advisors for its Affiliates.

Section 5.3 Compensation. Platinum Advisors shall not charge the Company any fees or other remuneration (collectively, "Fees") in connection with the Services. Although the Company will not be charged Fees for the Services, the Company acknowledges that the Services are of substantial value. The Company shall reimburse, or cause its subsidiaries to reimburse, Platinum Advisors for all third party costs (including attorneys' fees and out of pocket costs) incurred by Platinum Advisors in rendering the Services.

Section 5.4 Indemnification; Limitation of Liability. The Company shall indemnify to the fullest extent permitted by law, Platinum Advisors, and its officers, directors, managers, employees, Affiliates, agents and other representatives against all liabilities, costs and expenses incurred in connection with the Services, other than if and to the extent such liabilities, costs and expenses arise as a result of the gross negligence, bad faith, fraud or willful misconduct of Platinum Advisors. Notwithstanding anything herein to the contrary, Platinum Advisors shall have no monetary or other liability to the Company or any other Person (including, without limitation, the Company's officers, directors, employees, agents and other representatives and stockholders) with respect to any and all claims related to or in connection with the breach or alleged breach of this Article V by Platinum Advisors or related to or in connection with the Services provided or to be provided under this Article V.

ARTICLE VI

INDEMNIFICATION

The Company agrees to indemnify and hold harmless Holdings and its officers, directors, managers, stockholders, partners, members, direct and indirect owners, Affiliates and controlling persons (each, a "Holdings Indemnitee") from and against any and all losses incurred by such Holdings Indemnitee before or after the date hereof to the extent arising out of, resulting from, or relating to (a) such Holdings Indemnitee's purchase or ownership of any securities in the Company, or (b) any litigation to which any Holdings Indemnitee is made a party in its capacity as a stockholder or owner of securities (or as an officer, director, manager, stockholder, partner, member, direct and indirect owner, Affiliate or controlling person of Holdings, as the case may be) of the Company; provided, however, that the foregoing indemnification rights in this Article VI shall not be available to the extent that (i) any such losses are incurred as a result of such Holdings Indemnitee's willful misconduct or gross negligence, (ii) any such losses are incurred as a result of noncompliance by such Holdings Indemnitee with any laws or regulations applicable to it, or (iii) subject to the rights of contribution provided for below, to the extent indemnification for any losses would violate any applicable law or public policy. For purposes of this Article VI, none of the circumstances described in the limitations contained in the proviso in the immediately preceding sentence shall be deemed to apply absent a final non-appealable judgment of a court of competent jurisdiction to such effect, in which case to the extent any such limitation is so determined to apply to any Holdings Indemnitee as to any previously advanced indemnity payments made by the Company under this Article VI, then such payments shall be promptly repaid by such Holdings Indemnitee to the Company. The rights of any Holdings Indemnitee to indemnification hereunder will be in addition to any other rights any such party may have under any other agreement or instrument to which such Holdings Indemnitee is or becomes a party or is or otherwise becomes a beneficiary or under law or regulation. In the event of any payment of indemnification pursuant to this Article VI, to the extent that any Holdings Indemnitee is indemnified for losses, the Company will be subrogated to the extent of such payment to all of the related rights of recovery of the Holdings Indemnitee to which such payment is made against all other Persons. Such Holdings Indemnitee shall execute all papers reasonably required to

evidence such rights. The Company will be entitled at its election to participate in the defense of any third-party claim upon which indemnification is due pursuant to this Article VI or to assume the defense thereof, with counsel reasonably satisfactory to such Holdings Indemnitee unless, in the reasonable judgment of the Holdings Indemnitee, a conflict of interest between the Company and such Holdings Indemnitee may exist, in which case such Holdings Indemnitee shall have the right to assume its own defense and the Company shall be liable for all reasonable expenses therefor. Except as set forth above, should the Company assume such defense all further defense costs of the Holdings Indemnitee in respect of such third-party claim shall be for the sole account of such party and not subject to indemnification hereunder. The Company will not without the prior written consent of the Holdings Indemnitee (which consent shall not be unreasonably withheld) effect any settlement of any threatened or pending third-party claim in which such Holdings Indemnitee is or could have been a party and be entitled to indemnification hereunder unless such settlement solely involves the payment of money and includes an unconditional release of such Holdings Indemnitee from all liability and claims that are the subject matter of such claim. If the indemnification provided for above is unavailable in respect of any losses, then the Company, in lieu of indemnifying a Holdings Indemnitee, shall, if and to the extent permitted by law, contribute to the amount paid or payable by such Holdings Indemnitee in such proportion as is appropriate to reflect the relative fault of the Company and such Holdings Indemnitee in connection with the actions that resulted in such losses, as well as any other equitable considerations. The Company agrees to pay or reimburse Holdings for all reasonable, out-of-pocket costs and expenses of Holdings (including, without limitation, reasonable attorneys' fees, charges, disbursement and expenses) incurred in connection with the enforcement or exercise by Holdings of any right granted to it or provided for hereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Specific Performance; Third-Party Beneficiaries. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that the parties hereto shall have the right to injunctive relief or specific performance, in addition to all of their rights and remedies at law or in equity, to enforce the provisions of this Agreement. Nothing contained in this Agreement shall be construed to confer upon any person who is not a party hereto any rights or benefits as a third-party beneficiary or otherwise; provided that Platinum Advisors shall have the right to enforce its rights under Article V and Section 7.4 of this Agreement.

Section 7.2 Notices. All notices, demands, requests or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, or by U.S. mail, certified or registered with return receipt requested, or by nationally recognized overnight courier service, to the addresses of the respective parties set forth on the signature pages hereto (or, if the address of a holder of Registrable Securities is not included therein, at the address of such holder on the Company's books and records).

Section 7.3 Assignment; Successors and Assigns; Spins.

(a) The Company may not assign this Agreement or any of its rights hereunder, or delegate the performance of any of its obligations hereunder, except with the consent of Holdings. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, any Qualified Transferee (such that any Person that acquires Registrable Securities from a party hereto shall be bound by (and have the benefit of) the provisions of this Agreement to the same extent as the transferor of such securities); provided that the rights and obligations set forth in this Section 7.3(a) and Article III, Article IV, Article V, Article VI and Section 7.7 of this Agreement must be expressly assigned.

(b) Additionally, in the event that the Company effects the separation of any portion of its business into one or more entities (each, a "NewCo"), whether existing or newly formed, including, without limitation, by way of spin-off, split-off, carve-out, demerger, recapitalization, reorganization or similar transaction, and Holdings (as a result of its ownership of Shares) will receive equity interests in any such NewCo as part of such separation, the Company shall cause any such NewCo to enter into an investor rights agreement with Holdings that provides it with rights vis-à-vis such NewCo that are substantially identical to those set forth in this Agreement.

Section 7.4 Survival. With respect to Article II of this Agreement, the obligations of Holdings (or any Qualified Transferee) and of the Company with respect to Holdings (or such Qualified Transferee) shall terminate as soon as either (a) Holdings (or such Qualified Transferee) no longer holds Registrable Securities, or (b) Holdings (or such Qualified Transferee) is permitted to sell Registrable Securities under Rule 144 (or any similar provision) under the Securities Act without limitation on the amount of securities sold or other restrictions including, without limitation, as to the manner or timing of sale; provided that Section 2.8 and Section 2.10 of this Agreement shall survive the termination of Article II of this Agreement with respect to any registration statement in which any Registrable Securities were included until six years after the completion of any offering thereunder. With respect to Article III and Article IV of this Agreement, other than Section 4.8 of this Agreement, the rights and obligations of Holdings and of the Company shall terminate as soon as Holdings does not have the right to nominate at least one nominee to the Board pursuant this Agreement or the Charter. With respect to Section 4.8(a) of this Agreement, the rights and obligations of Holdings and the Company shall continue so long as Holdings has nominated, or has the right to nominate, pursuant this Agreement or the Charter, at least one member of the Board or the board of directors or similar governing body of any subsidiary of the Company. With respect to Section 5.1, Section 5.2 and Section 5.3 of this Agreement, the obligations of Platinum Advisors and the Company shall continue until terminated by Platinum Advisors with or without cause. This Article VII and Article I , Section 4.8(b), Section 5.4 and Article VI of this Agreement shall survive the termination of this Agreement.

Section 7.5 Severability; Governing Law; Venue. If any term, provision, covenant or restriction of this Agreement is rendered void, invalid or unenforceable by a court of competent jurisdiction or other authority for any reason, such invalidity or unenforceability shall not void or render invalid or unenforceable any other term, provision, covenant or restriction of this Agreement and the parties hereto shall take all actions reasonably necessary, including, without limitation, signing such further documents, causing such meetings to be held, adopting resolutions, and exercising votes, so as to effect the original intent of the parties (as set forth in this Agreement) to the fullest extent permitted by law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Delaware, without regard to its choice of law principles. Any legal action or proceeding with respect to this Agreement will be brought exclusively in the courts of the State of Delaware or of the United States of America for the District of Delaware, and any appellate court from any thereof, and, by execution and delivery of this Agreement, each of the parties hereto hereby (a) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and (b) consents that any such action or proceeding may be brought exclusively in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same. Each of the parties hereto irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to such party at its notice address specified in Section 7.2 of this Agreement, such service to become effective 30 days after such mailing.

Section 7.6 Attorney's Fees. In any action or proceeding brought to enforce any provision of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees and expenses in addition to any other available remedy.

Section 7.7 Amendments; Waivers; Further Assurances. This Agreement shall be amended, modified or waived only with the written consent of (a) the Company, and (b) Holdings; provided that Holdings may waive in writing the benefit of any provision of this Agreement with respect to itself for any purpose. No failure to exercise or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. To the fullest extent permitted by law, the parties hereto will sign such further documents, cause such meetings to be held and such resolutions passed, exercise their votes and do and perform and cause to be done such further acts and things necessary, proper or advisable in order to give full effect to this Agreement and every provision hereof. To the fullest extent permitted by law, the Company shall not directly or indirectly take any action that is intended to, or would reasonably be expected to result in, Holdings being deprived of the rights contemplated by this Agreement.

Section 7.8 Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, and may be delivered by means of facsimile or electronic transmission, each of which shall be an original, but all of which together shall constitute one and the same agreement.

Section 7.9 No Strict Construction; Entire Agreement; Interpretation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other documents and agreements contemplated herein. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties with respect to its subject matter. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other document or agreement contemplated herein, this Agreement and such other documents and agreements shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement or any other documents or agreements contemplated herein. The headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not affect the meaning or interpretation of this Agreement. The words "this Agreement", "herein", "hereunder", "hereof", "hereby", or other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision hereof unless otherwise indicated. Unless the context requires otherwise, pronouns shall be construed to include all genders and words in the singular form shall be construed to include the plural and vice versa. The terms "day" and "days" shall refer to calendar days, and the term "business days" shall refer to any day other than a Saturday, Sunday or any other day on which banks are generally not open for business in New York, New York.

Section 7.10 Freedom to Pursue Opportunities. The Company acknowledges and understands that Holdings and its Affiliates, including, without limitation, the directors that Holdings is entitled to nominate pursuant to Section 4.1 of this Agreement or ARTICLE FIVE, Section 4(a) of the Charter, from time to time review the business plans and related proprietary information of many enterprises, including, without limitation, enterprises that may have products or services that compete directly or indirectly with those of the Company, and may trade in the securities of such enterprises. Nothing in this Agreement shall preclude or in any way restrict Holdings, any of its Affiliates, including, without limitation, the directors that Holdings is entitled to nominate pursuant to Section 4.1 of this Agreement or ARTICLE FIVE, Section 4(a) of the Charter, from investing or participating in any particular enterprise, or trading in the securities thereof, whether or not such enterprise has products or services that compete with those of the Company, and to the fullest extent permitted by applicable law, the Company hereby waives, in

perpetuity, any and all claims that it now has or may have in the future, and agrees not to initiate any litigation or any other cause of action (whether or not in a court of competent jurisdiction) in respect of any such waived claims, or otherwise on the basis of, or in connection with, the doctrine of corporate opportunity (or any similar doctrine).

[SIGNATURE PAGE FOLLOWS]

The parties hereto have executed and delivered this Agreement as of the date first above written.

COMPANY:

INGRAM MICRO HOLDING CORPORATION

By: /s/ Augusto Aragone
Name: Augusto Aragone
Title: Executive Vice President, Secretary and General Counsel
Address: 3351 Michelson Drive, Suite 100
Irvine, CA 92612
Attention: Augusto Aragone
Email: augusto.aragone@ingrammicro.com

with a copy, which shall not constitute notice, to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Cristopher Greer
Email: cgreer@willkie.com

HOLDINGS:

IMOLA JV HOLDINGS, L.P.

By: Platinum Equity Partners V, L.P.,
its general partner

By: Platinum Equity Partners V, LLC,
its general partner

By: /s/ Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President and Treasurer
Address: c/o Platinum Equity Advisors, LLC
360 North Crescent Drive, South Building
Beverly Hills, CA 90210
Attention: John Holland
jholland@platinumequity.com

with a copy, which shall not constitute notice, to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Cristopher Greer
Email: cgreer@willkie.com

Exhibit 99.1

Ingram Micro Announces Pricing of Its Initial Public Offering

Irvine, California – October 23, 2024 – Ingram Micro Holding Corporation ("Ingram Micro") today announced the pricing of its initial public offering of 18,600,000 shares of its common stock at a public offering price of $22.00 per share (the "Common Stock"). The offering consists of 11,600,000 shares of Common Stock offered by Ingram Micro and 7,000,000 shares of Common Stock to be sold by certain of Ingram Micro's existing stockholders identified in the registration statement. Ingram Micro will not receive any proceeds from the sale of the shares by the selling stockholder. The shares of Ingram Micro's Common Stock are expected to begin trading on the New York Stock Exchange under the ticker symbol "INGM" on October 24, 2024, and the offering is expected to close on October 25, 2024, subject to customary closing conditions. Ingram Micro will receive net proceeds of approximately $233.1 million after deducting underwriting discounts and commissions and estimated offering expenses and intends to use the net proceeds from the offering to repay a portion of the outstanding borrowings under its term loan credit facility.

In addition, the selling stockholder has granted the underwriters a 30-day option to purchase up to an additional 2,790,000 shares (solely to cover over-allotments, if any) of its Common Stock at the initial public offering price, less underwriting discounts and commissions. Ingram Micro will not receive any proceeds from the sale of shares by the selling stockholder if the underwriters exercise their option to purchase additional shares of Common Stock.

Morgan Stanley, Goldman Sachs & Co. LLC and J.P. Morgan are acting as joint book-running managers for the proposed offering and as representatives of the underwriters for the proposed offering. BofA Securities, Deutsche Bank Securities, Evercore ISI, Jefferies and RBC Capital Markets are acting as bookrunners for the proposed offering. BNP PARIBAS, Guggenheim Securities, Raymond James, Rothschild & Co, Stifel, William Blair, Fifth Third Securities and Loop Capital Markets are acting as co-managers for the proposed offering.

A registration statement, including a prospectus, relating to the Common Stock has been filed with, and was declared effective by, the U.S. Securities and Exchange Commission on October 23, 2024. The proposed offering is being made only by means of a prospectus. Copies of the prospectus relating to the offering may be obtained from: Morgan Stanley & Co. LLC, Prospectus Department, 180 Varick Street, New York, New York 10014, or email: prospectus@morganstanley.com; Goldman Sachs & Co. LLC, Attn: Prospectus Department, 200 West Street, New York, NY 10282 (Tel: 866-471-2526) or by e-mail at prospectus-ny@ny.email.gs.com; and J.P. Morgan Securities LLC, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, or email: prospectus-eq_fi@jpmchase.com and postsalemanualrequests@broadridge.com.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy the Common Stock, nor shall there be any sale of the Common Stock in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Ingram Micro

Ingram Micro is a leading technology company for the global information technology ecosystem. With the ability to reach nearly 90% of the global population, we play a vital role in the worldwide IT sales channel, bringing products and services from technology manufacturers and cloud providers to business-to-business technology experts. Through Ingram Micro Xvantage™, our AI-powered digital platform, we deliver a singular business-to-consumer-like experience. We also provide a broad range of technology services, including financing, specialized marketing, and lifecycle management, as well as technical pre- and post-sales professional support.

Forward-Looking Statements

The statements contained in this press release that are not historical facts are forward-looking statements. You can identify forward-looking statements because they contain words such as “believes,” “expects,” “may,” “will,” “should,” “seeks,” “intends,” “plans,” “estimates,” or “anticipates,” or similar expressions which concern our strategy, plans, projections or intentions. These forward-looking statements may be included throughout this press release, and may relate to matters such as our industry, growth strategy, goals and expectations concerning our market position, future operations, margins, profitability, capital expenditures, liquidity and capital resources and other financial and operating information. By their nature, forward-looking statements are not statements of historical fact or guarantees of future performance and are subject to risks, uncertainties, assumptions or changes in circumstances that are difficult to predict or quantify. Our expectations, beliefs and projections are expressed in good faith and we believe there is a reasonable basis for them. However, there can be no assurance that management’s expectations, beliefs and projections will result or be achieved and actual results may vary materially from what is expressed in or indicated by the forward-looking statements. Any forward-looking statement in this press release speaks only as of the date of this release. Ingram Micro undertakes no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by any applicable securities laws.

Contact

Willa McManmon

ir@ingrammicro.com