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): March 5, 2026

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	Trading Symbol(s)	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.

Underwriting Agreement

On March 5, 2026, Ingram Micro Holding Company (the "Company") entered into an underwriting agreement (the "Underwriting Agreement") with Ingram Holdco, LLC (the "Selling Stockholder"), Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC (collectively, the "Underwriting Representatives") on their own behalf and as representatives of the other underwriters listed on Schedule I thereto (collectively, the "Underwriters"), pursuant to which the Selling Stockholder agreed to sell to the Underwriters, and the Underwriters agreed to purchase from the Selling Stockholder, subject to and upon the terms and conditions set forth therein, an aggregate of 8,988,764 shares (the "Shares") of common stock, par value $0.01 per share of the Company ("Common Stock" and such sale and purchase, the "Offering"). Under the terms of the Underwriting Agreement, the Company granted the Underwriters a 30-day option to purchase up to an additional 1,348,314 shares of Common Stock from the Selling Stockholder.

The Selling Stockholder received all of the net proceeds from the Offering, and the Company bore the costs associated with the sale of the Shares other than underwriting discounts and commissions.

The Offering was made pursuant to a prospectus supplement, dated March 5, 2026, to the prospectus dated November 12, 2025, which was included in the Company's shelf registration statement on Form S-3 (File No. 333-291469), filed with the Securities and Exchange Commission on November 12, 2025, and declared effective on December 3, 2025.

The Underwriting Agreement contains the terms and conditions for the sale by the Selling Stockholder of the Company's Shares to the Underwriters, customary representations, warranties and covenants by the Company and the Selling Stockholder, indemnification and contribution obligations by each of the parties to the Underwriting Agreement, and other terms and conditions customary in agreements of this type.

The foregoing summary of the material terms of the Underwriting Agreement is qualified in its entirety by the Underwriting Agreement, which is attached as Exhibit 1.1 to this Current Report on Form 8-K and incorporated herein by reference.

Share Repurchase Agreement

On March 5, 2026, the Company entered into a share repurchase agreement (the "Share Repurchase Agreement") with the Selling Stockholder pursuant to which the Company agreed to separately repurchase directly from the Selling Stockholder an aggregate number of Shares equal to $75 million at the same net price paid to the Selling Stockholder by the Underwriters (the "Share Repurchase"). The Company funded the Share Repurchase with cash on hand. The Share Repurchase was consummated concurrently with the closing of the Offering. Although the Share Repurchase was conditioned upon, among other things, the closing of the Offering, the closing of the Offering was not conditioned upon the closing of the Share Repurchase.

The foregoing summary of the material terms of the Share Repurchase Agreement is qualified in its entirety by the Share Repurchase Agreement, which is attached as Exhibit 1.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01. Other Events.

On March 5, 2026, the Company issued a press release announcing the launch of the Offering and concurrent Share Repurchase, which is filed herewith as Exhibit 99.1 and incorporated by reference herein.

On March 5, 2026, the Company issued a press release announcing the pricing of the Offering and concurrent Share Repurchase, which is filed herewith as Exhibit 99.2 and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are being filed with this Current Report on Form 8-K:

Exhibit Number	Description
1.1	Underwriting Agreement, dated as of March 5, 2026, 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.
1.2	Share Repurchase Agreement, dated as of March 5, 2026, by and between the Company and the Selling Stockholder.
5.1	Opinion of Willkie Farr & Gallagher, LLP.
5.2	Consent of Willkie Farr & Gallagher LLP (included as part of Exhibit 5.1).
99.1	Press Release of the Company, dated March 5, 2026 announcing the commencement of the secondary offering.
99.2	Press Release of the Company, dated March 5, 2026 announcing the pricing of the secondary offering.
104	Cover Page Interactive Data File - the cover page iXBRL tags are embedded within the Inline XBRL document

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: March 9, 2026

Exhibit 1.1
Execution Version

8,988,764 SHARES

INGRAM MICRO HOLDING CORPORATION

COMMON STOCK, PAR VALUE $0.01 PER SHARE

UNDERWRITING AGREEMENT

March 5, 2026

March 5, 2026

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
270 Park Avenue
New York, New York 10017

as Representatives of the several Underwriters referred to below

Ladies and Gentlemen:

The stockholder named in Schedule II hereto (the "**Selling Stockholder**") of Ingram Micro Holding Corporation, a Delaware corporation (the "**Company**"), proposes to 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**"), an aggregate of 8,988,764 shares of the common stock (the "**Common Stock**"), par value $0.01 per share of the Company (the "**Firm Shares**").

The Selling Stockholder also proposes to sell to the several Underwriters not more than an additional 1,348,314 shares of Common Stock (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-3 (File No. 333-291469), 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**") and the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under 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), including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 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 430B under the Securities Act that was used after such effectiveness and prior to the execution and delivery of this Agreement, in each case, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act, "**Time of Sale Prospectus**" means the preliminary prospectus contained in the Registration Statement at the time of its effectiveness (including any documents incorporated therein by reference) together with the documents and pricing information set forth in Schedule III 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 or filings, if any, incorporated by reference therein as of the date hereof.

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). The documents incorporated or deemed to be incorporated by reference in the Registration Statement and the Prospectus, when they became effective or at the time they were or hereafter are filed with the Commission, as the case may be, (i) complied and will comply in all material respects with the requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Exchange Act**"), and (ii) when read together with the other information in the Registration Statement, the Time of Sale Prospectus or the Prospectus, as the case may be, did not and will not include an 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, in light of the circumstances under which they were made, not misleading.

(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 III 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, and on the Closing Date and the Option Closing Date (as defined in Section 3) will be, 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 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 VI 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 VI to this Agreement includes all of the 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) have been duly authorized and are validly issued, fully paid and non-assessable.

(j) [Reserved].

(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 (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.

(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, will not 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 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; and (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. "**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 director or officer thereof, any of its subsidiaries, nor, to the knowledge of the Company or any of its subsidiaries, any 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, 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). 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 or incorporated by reference 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 or incorporated by reference 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 or incorporated by reference 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 statistical and market-related data included or incorporated by reference 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, each included or incorporated by reference 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, the Exchange 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 each of its subsidiaries, taken as a whole, maintain effective internal control over financial reporting (as defined in Rule 13a-15(e) and 15d-15 of the Exchange Act) and a system of internal accounting controls 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; (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; and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto. 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 established and maintains an effective system of disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15 of the Exchange Act); such disclosure controls and procedures are designed to ensure that material information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and is accumulated and communicated to the Company's management, including its principal executive officer or officers and principal financial officer or officers, as appropriate, to allow timely decisions regarding disclosure, and such disclosure controls and procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such control systems.

(gg) The Company and its subsidiaries and their respective officers and directors (in their capacities as such) are in compliance with the applicable provisions of the Sarbanes Oxley Act of 2002 (which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder), including, without limitation, Section 404 thereof, Section 402 related to loans and Sections 302 and 906 related to certifications.

(hh) 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.

(ii) 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.

(jj) 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.

(kk) 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.

(ll) 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 IV 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.

(mm) 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.

(nn) None of the Company or any of its subsidiaries is a 'covered foreign person' as that term is used in the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, or any similar law or regulation; as of the date of this Agreement, and as codified at 31 C.F.R. § 850.101 et seq. (the "**Outbound Investment Rules**").

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 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, 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) Except with respect to the security interests held by the lenders under the Margin Loan Agreement dated as of August 27, 2025, by and among Ingram Holdco, LLC as borrower, the lenders from time to time party thereto and the administrative agent and calculation agent party thereto (as may be amended, supplemented or modified from time to time) (the "**Margin Loan Agreement**"), all of which will be released (x) with respect to the Firm Shares, as of the Closing Date and (y) with respect to the Additional Shares, as of the Option Closing Date, as applicable, and on the Closing Date and the Option Closing Date, the Selling Stockholder 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 to sell, transfer and deliver the Shares to be sold by the Selling Stockholder or a security entitlement in respect of such Shares.

(d) [Reserved].

(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 no 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) [reserved], (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 executed lock-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 "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 "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 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 has conducted its businesses in compliance with the FCPA, the UK Bribery Act or any other applicable anti-bribery or anti-corruption laws; and (C) the Selling Stockholder will not, 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 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.

(l) The Selling Stockholder is not a 'covered foreign person' as that term is used in the Outbound Investment Rules.

3. *Agreements to Sell and Purchase*. The Selling Stockholder 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 the Selling Stockholder at $21.36 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 the Selling Stockholder 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, and the Underwriters shall have the right to purchase, severally and not jointly, up to 1,348,314 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 two business days 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 (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 $22.25 a share (the "**Public Offering Price**").

5. *Payment and Delivery*. Payment for the Firm Shares to be sold by the Selling Stockholder shall be made to the Selling Stockholder 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 March 9, 2026, or at such other time on the same or such other date, not later than March 16, 2026, 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 April 23, 2026, 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 Selling Stockholder 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 B hereto.

(d) The Underwriters shall have received on the Closing Date an opinion of Willkie Farr & Gallagher LLP, counsel for the Selling Stockholder, in form and substance set forth on Exhibit C 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 D 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 V hereto, and all such Lock-Up Agreements shall be in full force and effect on the Closing Date.

(i) [Reserved].

(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 hereunder are subject to the delivery to the Representatives on the applicable Option Closing Date of the following:

(i) a certificate, dated the applicable 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 applicable 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, counsel for the Selling Stockholder, dated the applicable 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 applicable 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 applicable 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 applicable 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 applicable 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 or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) 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, including any documents incorporated by reference therein, 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) The Company, during the period when a Prospectus relating to the Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the Securities Act, will file all documents required to be filed

with the Commission pursuant to the Exchange Act within the time periods required by the Exchange Act.

(k) [Reserved].

(l) The Company 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.

(m) The Company, 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 the Company undertakes to provide such additional supporting documentation as each Underwriter may reasonably request in connection with the verification of the foregoing Certification.

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 commencing on the date hereof and ending immediately after the close of the Trading Day on the 60th day after the date of the final prospectus (the 60th day), or if the 60th day is not a Trading Day, immediately after the close of the last Trading Day immediately preceding the 60th day (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. For purposes of this agreement, a "**Trading Day**" is a day on which the New York Stock Exchange is open for the buying and selling of securities.

The restrictions contained in the preceding paragraph of this Section 7(m) 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) bona fide sales of the Common Stock by the Selling Stockholder to the Company solely as described in the Registration Statement, Time of Sale Prospectus and Prospectus.

8. *Covenants of the Selling Stockholder*. The Selling Stockholder covenants with each Underwriter as follows:

(a) The Selling Stockholder will deliver to each Underwriter (or its agent), prior to or at the Closing Date, a properly completed and executed IRS Form W-9 or an IRS Form W-8, as appropriate, together with all required attachments to such form.

(b) The Selling Stockholder, 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 the Selling Stockholder 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) [reserved], (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", 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 Company and the Selling Stockholder 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 road show 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 second paragraph under the heading "Underwriting–Price Stabilization and Short Positions", the information in the third sentence in the third paragraph under the heading "Underwriting–Price Stabilization and Short Positions" 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 in Section 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 Company and the Selling Stockholder 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 either the Company or the Selling Stockholder 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 Company and the Selling Stockholder 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 Company and the Selling Stockholder 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 Company, the Selling Stockholder 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]*.

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 of one-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 Company or the Selling Stockholder, as applicable, 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 the Company or the Selling Stockholder to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company or the Selling Stockholder 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 Company and the Selling Stockholder 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 State.

(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, 270 Park Avenue, New York, New York 10017 (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

INGRAM HOLDCO, LLC

By: /s/ Ty Renbarger
Name: Ty Renbarger
Title: President and Treasurer

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/ Mitzi Madrid Diaz
Name: Mitzi Madrid Diaz
Title: Executive Director, Equity Capital Markets

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/ Daniel Parisi
Name: Daniel Parisi
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
Name: Olivia Sem
Title: Vice President

SCHEDULE I

Underwriter	Number of Firm Shares To Be Purchased	Number of Additional Shares To Be Purchased
Morgan Stanley & Co. LLC	1,932,584	289,888
Goldman Sachs & Co. LLC	1,932,584	289,888
J.P. Morgan Securities LLC	1,932,584	289,888
BofA Securities, Inc.	584,270	87,640
Deutsche Bank Securities Inc.	359,551	53,932
Evercore Group L.L.C. .	359,551	53,932
Jefferies LLC	359,551	53,932
RBC Capital Markets, LLC	215,729	32,360
BNP Paribas Securities Corp.	209,738	31,461
Guggenheim Securities, LLC.	209,738	31,461
Raymond James & Associates, Inc.	209,738	31,461
Rothschild & Co US Inc.	209,738	31,461
Stifel, Nicolaus & Company, Incorporated	209,738	31,461
William Blair & Company, L.L.C.	209,738	31,461
Fifth Third Securities, Inc.	26,966	4,044
Loop Capital Markets LLC	26,966	4,044
Total:	8,988,764	1,348,314

SCHEDULE II

Selling Stockholder

Selling Stockholder	Notice Information
Ingram Holdco, LLC	360 North Crescent Drive, South Building, Beverly Hills, CA 90210 Attention: Legal Department

SCHEDULE III

Time of Sale Prospectus

1. Preliminary Prospectus issued March 5, 2026

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 $22.25.

   The number of Firm Shares purchased by the Underwriters is 8,988,764.

   The number of Additional Shares to be sold by the Selling Stockholder at the option of the Underwriters is 1,348,314.

SCHEDULE IV

Written Testing-the-Waters Communications

None.

SCHEDULE V

Lock-up Parties

SCHEDULE VI

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]

[l], 20[l]

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
270 Park Avenue
New York, New York 10017

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 immediately after the close of the Trading Day on the 60th day after the date of the final prospectus (the 60th day), or if the 60th day is not a Trading Day, immediately after the close of the last Trading Day immediately preceding the 60th day (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 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 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;

(h) bona fide sales of the Common Stock by the Selling Stockholder to the Company solely as described in the Registration Statement, Time of Sale Prospectus and Prospectus; and

(i) the pledge of Common Stock of the Company made by the Selling Stockholder pursuant to the Margin Loan Agreement dated as of August 27, 2025, by and among Ingram Holdco, LLC as borrower, the lenders from time to time party thereto and the administrative agent and calculation agent party thereto (as may be amended, supplemented or modified from time to time) (the "**Margin Loan Agreement**"); *provided* that (1) any filing required to be made during the Restricted Period pursuant to Section 16(a) or 13 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 (i), and (2) no other public announcement or filing shall be voluntarily made during the Restricted Period.

For purposes of this agreement, (i) a "**Trading Day**" is a day on which the New York Stock Exchange is open for the buying and selling of securities, (ii) "**immediate family**" means any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin and (iii) "**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.

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 April 15, 2026.

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 OPINION AND NEGATIVE ASSURANCE

OF

WILLKIE FARR & GALLAGHER LLP, counsel to the Company

EXHIBIT C

FORM OF OPINION

OF

WILLKIE FARR & GALLAGHER LLP, counsel to the Selling Stockholder

EXHIBIT D

FORM OF OPINION

OF

THE GENERAL COUNSEL OF THE COMPANY

SHARE REPURCHASE AGREEMENT

THIS SHARE REPURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of March 5, 2026, by and between **INGRAM MICRO HOLDING CORPORATION**, a Delaware corporation (the "**Company**"), and **INGRAM HOLDCO, LLC,** a Delaware limited liability company (the "**Selling Stockholder**"), which is selling Shares (as defined below) in the Secondary Offering (as defined below).

RECITALS

WHEREAS, the Selling Stockholder owns 191,326,531 shares (the "**Shares**") of the Company's Common Stock, par value $0.01 per share, of the Company (the "**Common Stock**");

WHEREAS, the Selling Stockholder proposes to sell through an underwritten public offering registered with the Securities and Exchange Commission (the "**Secondary Offering**") 8,988,764 of the Shares (the "**Secondary Shares**"); and

WHEREAS, a special committee consisting of independent and disinterested members of the Board of Directors of the Company (the "**Committee**") has approved a transaction (the "**Repurchase Transaction**") whereby the Selling Stockholder shall sell to the Company and the Company shall purchase from the Selling Stockholder 3,511,235 shares of Common Stock (the "**Repurchase Shares**") for $75,000,000 (the "**Share Repurchase Price**").

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

ARTICLE I
REPURCHASE

Section 1.01 Repurchase of Shares. The Selling Stockholder shall sell to the Company, and the Company shall purchase from the Selling Stockholder, the Repurchase Shares, under the terms and subject to the conditions hereof and in reliance upon the representations, warranties and agreements contained herein, at the Closing (as defined below), at the Share Repurchase Price.

ARTICLE II
CLOSING

Section 2.01 Closing. The closing of the Repurchase Transaction (the "**Closing**") shall take place via the electronic exchange of documents and signature pages immediately subsequent to the satisfaction or waiver of the conditions set forth in Article V herein (with the date upon which such satisfaction or waiver occurs being referred to here as the "**Closing Date**") or at such other time, date or place as the Selling Stockholder and the Company may agree in writing.

Section 2.02 Closing Deliverables. At the Closing, the Selling Stockholder shall deliver to the Company's transfer agent, Computershare Trust Company, N.A., any documents

reasonably requested by the transfer agent, instructing the transfer agent to deliver the Repurchased Shares to the Company or as may otherwise be instructed by the Company, and the Company agrees to deliver to the Selling Stockholder a dollar amount equal to the Share Repurchase Price by wire transfer of immediately available funds.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLING STOCKHOLDER

The Selling Stockholder represents and warrants to the Company as follows:

Section 3.01 Title to Repurchase Shares. The Selling Stockholder has good and valid title to the Repurchase Shares to be sold at the Closing Date by the Selling Stockholder, free and clear of all liens, encumbrances, equities or adverse claims. The Selling Stockholder will have, immediately prior to the Closing, good and valid title to the Repurchase Shares to be sold at the Closing Date by the Selling Stockholder, free and clear of all liens, encumbrances, equities or adverse claims.

Section 3.02 Required Consents; Authority. Except as would not impair in any material respect the ability of the Selling Stockholder to consummate its obligations hereunder, all consents, approvals, authorizations, orders and qualifications necessary for the execution, delivery and performance by the Selling Stockholder of this Agreement, and for the sale and delivery of the Repurchase Shares to be sold by the Selling Stockholder hereunder, have been obtained; and the Selling Stockholder has full right, power and authority to enter into, execute and deliver this Agreement and to sell, assign, transfer and deliver the Repurchase Shares to be sold by the Selling Stockholder hereunder; this Agreement has been duly authorized, executed and delivered by or on behalf of the Selling Stockholder.

Section 3.03 Receipt of Information. The Selling Stockholder has received all the information it considers necessary or appropriate for deciding whether to consummate the Repurchase Transaction on the terms provided by this Agreement. The Selling Stockholder has had an opportunity to ask questions of and to receive answers from, the Company concerning the Company, the Repurchase Shares and the transactions described in this Agreement. The Selling Stockholder has had the opportunity to discuss with its tax advisors the consequences of the transactions described in this Agreement. The Selling Stockholder has not received, nor is it relying on, any representations or warranties from the Company other than as provided herein, and the Company hereby disclaims any other express or implied representations or warranties with respect to itself.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Selling Stockholder as follows:

Section 4.01 Authority Relative to this Agreement. The Company has full corporate power and authority to enter into, execute and deliver this Agreement and to perform its

obligations hereunder; and this Agreement and the consummation by it of the transactions contemplated hereby has been duly authorized, executed and delivered by the Company.

Section 4.02 Approvals. Except as would not impair in any material respect the ability of the Company to consummate its obligations hereunder, all consents, approvals, authorizations, orders and qualifications necessary for the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated by this Agreement have been obtained.

ARTICLE V
CONDITIONS TO CLOSING

Section 5.01 Completion of Sale of Shares to the Underwriter. The obligations of the Company to purchase the Repurchase Shares at the Closing are subject to the fulfillment on or prior to the Closing of the condition that the sale of shares of Common Stock to the underwriter pursuant to the Secondary Offering shall have been consummated in accordance with the terms and conditions of any underwriting or purchase agreement entered into in connection therewith.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Termination. This Agreement may be terminated at any time by the mutual written consent of each of the parties hereto. Furthermore, unless such date is extended by the mutual written consent of each of the parties hereto, this Agreement shall automatically terminate and be of no further force and effect in the event that the conditions in Section 5.01 of this Agreement have not been satisfied within ten (10) Business Days after the date hereof.

Section 6.02 Savings Clause. No provision of this Agreement shall be construed to require any party or its affiliates to take any action that would violate any applicable law (whether statutory or common), rule or regulation.

Section 6.03 Amendment and Waiver. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Any party may waive in whole or in part any benefit or right provided to it under this Agreement, such waiver being effective only if set forth in a writing executed by such party. Notwithstanding anything to the contrary herein, any amendment or waiver of any provision of this Agreement by or on behalf of the Company shall require the prior approval of the Committee. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

Section 6.04 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

Section 6.05 Entire Agreement. Except as otherwise expressly set forth herein, this Agreement, together with the agreements and other documents and instruments referred to herein or therein or annexed hereto and executed contemporaneously herewith, embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

Section 6.06 Successors and Assigns. Neither this Agreement nor any of the rights or obligations of any party under this Agreement shall be assigned, in whole or in part by any party without the prior written consent of the other parties.

Section 6.07 No Third-Party Beneficiaries. No person other than the parties hereto shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to, or will, confer on any person other than the parties hereto any rights, benefits or remedies.

Section 6.08 No Broker. Except as previously disclosed to each other party in writing, no party has engaged any third party as broker or finder or incurred or become obligated to pay any broker's commission or finder's fee in connection with the Repurchase Transaction.

Section 6.09 Counterparts. This Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 6.10 Notices. All notices and other communications to any party hereunder shall be in writing (including facsimile transmission and E-mail transmission, so long as a receipt of such E-mail is requested and received) and shall be given,

If to the Selling Stockholder:
Ingram Holdco, LLC
c/o Platinum Equity, LLC
360 N. Crescent Drive, South Building
Beverly Hills, California 90210
E-mail: legalnotices@platinumequity.com
Attention: Legal Department

If to the Company:
Ingram Micro Holding Corporation
3351 Michelson Drive, Suite 100
Irvine, CA 92612-0697
E-mail: augusto.aragone@ingrammicro.com
Attention: Augusto Aragone, Executive Vice President, Secretary and General Counsel

Section 6.11 Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed in such state.

Section 6.12 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article and Section references are to this Agreement unless otherwise specified. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." "Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in New York, New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY

INGRAM MICRO HOLDING CORPORATION

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

SELLING STOCKHOLDER

INGRAM HOLDCO, LLC

By: /s/ Ty Renbarger
Name: Ty Renbarger
Title: President and Treasurer

Exhibit 5.1

WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
New York, NY 10019-6099
Tel: 212 728 8000
Fax: 212 728 8111

March 9, 2026

Ingram Micro Holding Corporation
3351 Michelson Drive
Suite 100
Irvine, CA 92612

Ladies and Gentlemen:

We have acted as counsel to Ingram Micro Holding Corporation, a Delaware corporation (the "*Company*"), in connection with the offer and sale by Ingram Holdco, LLC (the "*Selling Stockholder*") of 8,988,764 shares (the "*Shares*") of the Company's common stock, par value $0.01 per share (the "*Common Stock*"). The Shares were offered pursuant to the Company's Registration Statement on Form S-3 (File No. 333-291469) filed by the Company with the Securities and Exchange Commission (the "*Commission*") under the Securities Act of 1933, as amended (the "*Securities Act*") on November 12, 2025, which became effective under the Securities Act on December 3, 2025, allowing for delayed offerings pursuant to Rule 415 of the General Rules and Regulations under the Securities Act (the "*Rules and Regulations*"), including the documents incorporated by reference therein (the "*Registration Statement*").

We have examined copies of the (a) second amended and restated certificate of incorporation of the Company, (b) the amended and restated bylaws of the Company, (c) the Registration Statement, (d) the prospectus filed by the Company as part of the Registration Statement that became effective on December 3, 2025 (the "*Base Prospectus*"), (e) the preliminary prospectus supplement, dated March 5, 2026, relating to the Common Stock, in the form filed by the Company with the Commission on March 5, 2026 pursuant to Rule 424(b) of the Rules and Regulations, including the documents incorporated by reference therein (together with the Base Prospectus, the "Preliminary Prospectus" and, together with the documents and pricing information set forth in Schedule III of the Underwriting Agreement, the "Time of Sale Prospectus"), (f) the prospectus supplement, dated March 5, 2026, relating to the Common Stock, in the form filed by the Company with the Commission on March 6, 2026 pursuant to Rule 424(b) of the Rules and Regulations, including the documents incorporated by reference therein (together with the Base Prospectus, the "*Prospectus*"), (g) an executed copy of the Underwriting Agreement, (h) a certificate of the Secretary of the Company, dated March 9, 2026, including the exhibits thereto, (i) a certificate of an officer of the Company, dated March 9, 2026, (j) a certificate, dated February 18, 2026, and a facsimile bringdown thereof, dated March 9, 2026 from the Office of the Secretary of the State of Delaware as to the existence and good standing in the State of Delaware of the Company, and (k) all relevant and such other records and documents that we have deemed necessary for the purpose of this opinion. We have also examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of such other documents, corporate records, papers, statutes and authorities as we have deemed necessary to form a basis for the opinion hereinafter expressed.

We have also examined, have relied as to matters of fact upon and have assumed the accuracy of originals or copies certified, or otherwise identified to our satisfaction, of such records, agreements, documents and other instruments that we have deemed appropriate and such representations, statements and certificates or comparable documents of or from public officials and officers and representatives of the Company and of representations of such persons whom we have deemed appropriate, and have made such other investigations, as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth. In such examination, and in connection with our review of all such documents, including the documents referred to in clauses (a) through (k) of the preceding

paragraph, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies and the authenticity of the originals of such latter documents.

Based on the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that the shares of Common Stock to be sold are validly issued, fully paid and non-assessable.

This opinion expressed herein is limited to the General Corporation Law of the State of Delaware and to the specific legal matters expressly addressed herein, and no opinion is expressed or implied with respect to the laws of any other jurisdiction or any legal matter not expressly addressed herein.

This opinion letter is rendered as of the date hereof based upon the facts and law in existence on the date hereof. We assume no obligation to update or supplement this opinion letter to reflect any circumstances that may come to our attention after the date hereof with respect to the opinion and statements set forth above, including any changes in applicable law that may occur after the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Company's Form 8-K, which is incorporated by reference into the Registration Statement, and to the reference to us under the heading "Legal Matters" in the Prospectus. In giving such consent, we do not thereby concede that we come within the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Willkie Farr & Gallagher LLP

Exhibit 99.1

Ingram Micro Holding Corporation Announces Launch of Secondary Offering of $200 Million of Common Stock by its Principal Stockholder and a Concurrent Stock Repurchase

Irvine, California – March 5, 2026 – Ingram Micro Holding Corporation (the "Company") today announced that Ingram Holdco, LLC, an affiliate of Platinum Equity, LLC (the "Selling Stockholder"), has commenced a secondary offering of $200 million of its common stock ("Common Stock," and such offering, the "Offering"), pursuant to a shelf registration statement filed with the Securities and Exchange Commission (the "SEC").

In addition, the Selling Stockholder expects to grant the underwriters a 30-day option to purchase approximately $37.5 million of Common Stock at the public offering price, less underwriting discounts and commissions.

The Selling Stockholder will receive all of the net proceeds from the Offering (including from the exercise of the underwriter option as described above). The Company is not offering any shares of its Common Stock in the Offering and will not receive any of the proceeds from the sale of the shares offered by the Selling Stockholder.

Further, the Company announced that it intends to enter into a share repurchase agreement with the Selling Stockholder as part of the secondary public offering, pursuant to which the Company intends to separately repurchase an aggregate number of the Company's Common Stock equal to at least $50 million directly from the Selling Stockholder at the same net price paid to the Selling Stockholder by the underwriters (the "Share Repurchase"). The Share Repurchase is part of the Company's existing $100 million share repurchase program. The Company expects to fund the Share Repurchase with cash on hand. The Share Repurchase is expected to be consummated concurrently with the closing of the Offering. Although the Share Repurchase will be conditioned upon, among other things, the closing of the Offering, the closing of the Offering will not be conditioned upon the closing of the Share Repurchase.

Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC (collectively, the "Underwriter Representatives") are acting as the representatives to the several underwriters and joint bookrunning managers for the Offering.

A shelf registration statement on Form S-3 (including a prospectus) relating to these securities has been filed with and was declared effective by the SEC. The Offering is being made solely by means of a prospectus supplement and the accompanying prospectus. You may obtain these documents for free by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, copies of the prospectus supplement and the accompanying prospectus relating to the Offering may also be obtained by contacting: 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 is for informational purposes only and shall not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of any securities 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 the Company
The Company (NYSE: INGM) is a leading technology company for the global information technology ecosystem. With the ability to reach more than 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 offer what we believe to be the industry's first comprehensive business-to-consumer-like experience, integrating hardware and cloud subscriptions, personalized recommendations, instant pricing, order tracking, and billing automation. We also provide various technology services, including financing, specialized marketing, lifecycle management, and technical pre- and post-sales professional support.

Forward-Looking Statements
This press release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements may 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, but such words are not the exclusive means of identifying forward-looking statements in this press release. These forward-looking statements 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: speak only as of the date they are made; 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. Forward-looking statements should, therefore, be considered in light of various factors, including those set forth above and those included in the Company's Annual Report on Form 10-K filed on March 3, 2026, including in the section entitled "Risk Factors". We undertake 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

Exhibit 99.2

Ingram Micro Holding Corporation Announces Pricing of Secondary Offering of Common Stock by its Principal Stockholder.

Irvine, California – March 5, 2026 – Ingram Micro Holding Corporation (the "Company") announced today the pricing of the previously announced secondary public offering of 8,988,764 shares of the Company's common stock ("Common Stock," and such offering, the "Offering"), at a price to the public of $22.25 per share, pursuant to a shelf registration statement filed with the Securities and Exchange Commission (the "SEC") by Ingram Holdco, LLC, an affiliate of Platinum Equity, LLC (the "Selling Stockholder").

In addition, the Selling Stockholder has granted the underwriters a 30-day option to purchase up to an additional 1,348,314 shares of Common Stock at the public offering price, less underwriting discounts and commissions. The Selling Stockholder will receive all of the net proceeds from the Offering (including from the exercise of the option as described above). The Company is not offering any shares of its Common Stock in the Offering and will not receive any of the proceeds from the sale of the shares offered by the Selling Stockholder.

The Company's previously announced share repurchase agreement with the Selling Stockholder (the "Share Repurchase Agreement") is also expected to settle and close on or about March 9, 2026. Under the Share Repurchase Agreement, the Company agreed to separately repurchase an aggregate number of shares of the Company's Common Stock equal to $75 million directly from the Selling Stockholder at the same net price paid to the Selling Stockholder by the underwriters (the "Share Repurchase"). The Company expects to fund the Share Repurchase with cash on hand. Although the Share Repurchase is conditioned upon, among other things, the closing of the Offering, the closing of the Offering is not conditioned upon the closing of the Share Repurchase.

Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC (collectively, the "Underwriter Representatives") are acting as the representatives to the several underwriters and joint bookrunning managers for the Offering. BofA Securities, Deutsche Bank Securities Inc., 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.

Subject to customary closing conditions, the Offering is expected to settle and close on or about March 9, 2026.

A shelf registration statement on Form S-3 (including a prospectus) relating to these securities has been filed with and was declared effective by the SEC. The Offering is being made solely by means of a prospectus supplement and the accompanying prospectus. You may obtain these documents for free by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, copies of the prospectus supplement and the accompanying prospectus relating to the Offering may also be obtained by contacting: 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 is for informational purposes only and shall not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of any securities 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 the Company
The Company (NYSE: INGM) is a leading technology company for the global information technology ecosystem. With the ability to reach more than 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 offer what we believe to be the industry's first comprehensive business-to-consumer-like experience, integrating hardware and cloud subscriptions, personalized recommendations, instant pricing, order tracking, and billing automation. We also provide various technology services, including financing, specialized marketing, lifecycle management, and technical pre- and post-sales professional support.

Forward-Looking Statements
This press release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements may 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, but

such words are not the exclusive means of identifying forward-looking statements in this press release. These forward-looking statements 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: speak only as of the date they are made; 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. Forward-looking statements should, therefore, be considered in light of various factors, including those set forth above and those included in the Company's Annual Report on Form 10-K filed on March 3, 2026, including in the section entitled "Risk Factors". We undertake 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