

**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): May 28, 2026**

**WESCO International, Inc.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-14989**  
(Commission  
File Number)

**25-1723342**  
(IRS Employer  
Identification No.)

**225 West Station Square Drive  
Suite 700  
Pittsburgh, Pennsylvania**  
(Address of Principal Executive Offices)

**15219**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 412 454-2200**

**Not applicable.**  
(Former Name or Former Address, if Changed Since Last Report)

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<br>Symbol(s) | Name of each exchange<br>on which registered |
|---|----------------------|--|
| Common Stock, Par Value \$.01 per share | WCC                  | 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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

As previously reported in the Current Reports on Form 8-K filed by WESCO International, Inc. (the “Company”) on February 10, 2026 and February 17, 2026, David S. Schulz served as the Company’s Executive Vice President and Chief Financial Officer through February 16, 2026, and continued as Executive Vice President and special advisor to the CEO until his retirement from the Company effective May 31, 2026.

Effective June 1, 2026, the Company and Mr. Schulz entered into a consulting services agreement (the “Consulting Agreement”), pursuant to which Mr. Schulz will provide consulting services as a non-employee consultant to the Company until December 31, 2026, unless extended by mutual agreement of the parties. Under the Consulting Agreement, Mr. Schulz will receive an hourly fee for his consulting services and his outstanding equity awards will continue to vest in accordance with their terms until the term of the Consulting Agreement ends. Mr. Schulz will continue to be subject to customary non-competition, non-solicitation, non-disparagement and confidentiality covenants.

The foregoing description of the terms of the Consulting Agreement is not complete and is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 5.07. Submission of Matters to a Vote of Security Holders.**

On May 28, 2026, the Company held its Annual Meeting of Stockholders. A quorum was present at the meeting. The following proposals were submitted by the Board of Directors to a vote of the stockholders and the voting tabulations for each matter are as follows:

**Proposal 1 – Election of Ten Director Nominees**

| Nominee            | For        | Withheld  | Broker Non-Votes |
|--------------------|------------|-----------|------------------|
| John J. Engel      | 42,008,578 | 1,229,636 | 3,203,117        |
| Glynis A. Bryan    | 41,780,871 | 1,457,343 | 3,203,117        |
| Michael L. Carter  | 43,195,253 | 42,961    | 3,203,117        |
| Anne M. Cooney     | 42,480,663 | 757,551   | 3,203,117        |
| Matthew J. Espe    | 42,926,380 | 311,834   | 3,203,117        |
| Sundaram Nagarajan | 42,609,594 | 628,620   | 3,203,117        |
| James L. Singleton | 41,289,143 | 1,949,071 | 3,203,117        |
| Easwaran Sundaram  | 42,543,748 | 694,466   | 3,203,117        |
| Laura K. Thompson  | 43,035,130 | 203,084   | 3,203,117        |
| David C. Wajsgas   | 43,106,839 | 131,375   | 3,203,117        |

Based on the votes set forth above, each director nominee was duly elected to serve for a one-year term expiring at the Annual Meeting of Stockholders to be held in 2027 or until their successors are otherwise duly elected and qualified.

**Proposal 2 – Advisory Approval of the Compensation of the Company’s Named Executive Officers**

| For        | Against   | Abstain | Broker Non-Votes |
|------------|-----------|---------|------------------|
| 41,680,098 | 1,533,873 | 24,243  | 3,203,117        |

Based on the votes set forth above, with votes “for” representing over 96% of the votes cast, the stockholders approved, on an advisory (non-binding) basis, the compensation of the Company’s named executive officers.

**Proposal 3 – Ratification of the Appointment of PricewaterhouseCoopers LLP as the Company’s independent registered public accounting firm for the year ending December 31, 2026**

| For        | Against   | Abstain |
|------------|-----------|---------|
| 43,770,836 | 2,652,699 | 17,796  |

Based on the votes set forth above, the stockholders ratified the appointment of PricewaterhouseCoopers LLP as the Company’s independent registered public accounting firm for the year ending December 31, 2026. There were no broker non-votes on this proposal.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| 10.1               | <a href="#">Consulting Services Agreement, dated June 1, 2026, between WESCO International, Inc. and David Schulz</a> |
| 104                | Cover Page Interactive Data File (embedded within the Inline XBRL document)   |

**SIGNATURES**

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

WESCO International, Inc.

(Registrant)

June 1, 2026

(Date)

By: **/s/ Indraneel Dev**

Indraneel Dev

Executive Vice President and Chief Financial Officer

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this “Agreement”) is made effective as of June 1, 2026 between WESCO International, Inc. (the “Company”) and David Schulz (“Consultant”).

The Company wishes to retain Consultant to provide consulting services for the Company’s business as set forth in this Agreement.

### Section 1. Consulting Services

The consulting services will include such matters as agreed between Consultant and the Company’s Chief Executive Officer.

### Section 2. Term and Termination

The term of this Agreement shall be for a period of six months, from June 1, 2026 to December 31, 2026. Such term may be extended by mutual written agreement. Either party may terminate this Agreement at any time with 30 days’ advance written notice to the other. Either party may terminate this Agreement immediately upon written notice to the other should the other party breach this Agreement.

### Section 3. Fees and Expenses

Consultant will be paid an hourly fee of \$500.00 per hour, inclusive of applicable taxes, for actual hours spent performing consulting services each month. The number of hours will be determined by Consultant and the Company’s Chief Executive Officer, depending on the consulting services performed, and is expected to be approximately 20 hours per month. Time will be billed in 15-minute increments.

The Company acknowledges that Consultant’s services during the term of this Agreement do not constitute a full-time engagement. The Company further acknowledges that Consultant may have duties and responsibilities to other entities, and Consultant agrees that any such duties and responsibilities will not conflict with his consulting services to the Company and his obligations under this Agreement.

Consultant will bear all costs and expenses incurred in connection with the performance of the consulting services, unless otherwise approved by the Company in advance. Consultant will provide the Company with receipts or other appropriate documentation for any reimbursable expenses, as agreed by the parties. Consultant and a guest will be invited to attend the Company’s June 2026 customer rewards program event, and the Company will pay for travel expenses, but the time related to such event shall be included as part of any fees otherwise payable per this agreement and not separately eligible for hourly fees.

### Section 4. Independent Contractor

Consultant will be an independent contractor and not an employee, servant or agent of the Company. Consultant agrees not to hold himself out as a current employee of the Company in any communication or on social media. Consultant has no authority to bind, obligate, or commit the Company to any contract, agreement, or arrangement, or to incur any liability or obligation on behalf of the Company.

No payroll or employment taxes will be withheld or paid with respect to payments made to Consultant by the Company. All payments will be reported to the appropriate authorities, as required by law. Consultant agrees to pay and is solely responsible for all applicable taxes for performing services under this Agreement, including any applicable income taxes and self-employment (social security) taxes. Consultant will not be eligible for benefits or employee plans provided by the Company to its employees.

**Section 5. Restrictive Covenants**

All provisions, including non-competition, non-solicitation, nondisparagement and confidentiality covenants, set forth on Exhibit B to the letter agreement dated June 22, 2020 between David Schulz and WESCO International, Inc. shall apply during the term of this Agreement and for a period of one year thereafter.

**Section 6. Service**

Consultant's provision of consulting services under this Agreement is the continued provision of services to the Company and its affiliates in a non-employee capacity as contemplated by the definition of Termination of Service in Section 1 of the Company's 2021 Omnibus Incentive Plan, and the end of the term of this Agreement shall be Termination of Service under such provision. During the term of this Agreement, Consultant will continue to comply with the pre-clearance and other provisions of the Company's Insider Trading policy.

**Section 7. Intellectual Property and Work Product**

All work product, deliverables, reports, analyses, inventions, discoveries, improvements, and other materials of any kind created, conceived, developed, or reduced to practice by Consultant, solely or jointly, in connection with the performance of services under this Agreement shall be the sole and exclusive property of the Company.

**IN WITNESS WHEREOF** and intending to be legally bound hereby, the parties have caused this Agreement to be executed by their authorized representatives as of the date first written above.

**WESCO International, Inc.**

/s/ Christine Wolf

\_\_\_\_\_  
Christine Wolf  
EVP and CHRO

**Consultant**

/s/ David Schulz

\_\_\_\_\_  
David Schulz