

**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)

June 30, 2024

GARTNER, INC.

(Exact name of registrant as specified in its charter)

DELAWARE

(State or Other Jurisdiction of
Incorporation)

1-14443

(Commission File Number)

04-3099750

(IRS Employer
Identification No.)

**P.O. Box 10212
56 Top Gallant Road
Stamford, CT 06902-7747**

(Address of Principal Executive Offices, including Zip Code)

(203) 964-0096

(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

- 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 Securities Exchange Act of 1934:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.0005 par value per share	IT	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.

On June 30, 2024, Gartner, Inc. (the “Corporation”) entered into a Second Amendment to Employment Agreement, effective as of July 1, 2024, with Eugene A. Hall, the Chief Executive Officer and Chairman of the Board of the Corporation (the “Amendment”), which amends the Second Amended and Restated Employment Agreement between the Corporation and Mr. Hall, dated February 14, 2019 and as amended on April 29, 2021 (the “Employment Agreement”). The Amendment extends the term of Mr. Hall’s employment agreement through December 31, 2031.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.1	Second Amendment to Employment Agreement between Eugene A. Hall and the Corporation effective as of July 1, 2024.
104	Cover Page Interactive Data File, formatted in Inline XBRL (included as Exhibit 101).

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.

Gartner, Inc.

Date: July 1, 2024

By: /s/ Craig W. Safian

Craig W. Safian
Executive Vice President and Chief Financial Officer

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT (this "Amendment") is made effective as of July 1, 2024 (the "Effective Date") by and between Eugene A. Hall (the "Executive") and Gartner, Inc., a Delaware corporation (the "Company").

WHEREAS, the Company and the Executive are parties to that certain Second Amended and Restated Employment Agreement, entered into effective as of February 14, 2019, and amended as of April 29, 2021, pursuant to which the Executive serves as Chief Executive Officer of the Company (the "Employment Agreement"; any capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Employment Agreement);

WHEREAS, Section 14(d) of the Employment Agreement provides that the parties thereto may amend the Employment Agreement via a written agreement that is signed by the Executive and an authorized officer of the Company, other than the Executive; and

WHEREAS, the Company and the Executive now desire to amend the Employment Agreement to provide for a five-year extension of the Employment Term.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment. Section 3 of the Employment Agreement is hereby amended by replacing "December 31, 2026" with "December 31, 2031" and "January 1, 2027" with "January 1, 2032".

2. Miscellaneous.

(a) *Arbitration; Governing Law*. Any dispute or controversy arising under or in connection with this Amendment will be settled exclusively by arbitration in New York, New York, in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. No party will be entitled to seek or be awarded punitive damages. All attorneys' fees and costs will be allocated or apportioned as agreed by the parties or, in the absence of an agreement, in such manner as the arbitrator or court will determine to be appropriate to reflect the final decision of the deciding body as compared to the initial positions in arbitration of each party. This Amendment will be construed in accordance with and governed by the laws of the State of New York as they apply to contracts entered into and wholly to be performed within such State by residents thereof.

(b) *Severability*. The invalidity or unenforceability of any provision or provisions of this Amendment will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(c) *Counterparts*. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(d) *References to Employment Agreement.* All references in any document or agreement to the Employment Agreement shall refer to the Employment Agreement, as amended hereby.

(e) *Supersession.* To the extent, if any, that a provision of this Amendment conflicts with or differs from any provision of the Employment Agreement, such provision of this Amendment shall prevail and govern for all purposes and in all respects.

(f) *Full Force and Effect.* Except as otherwise specifically amended by this Amendment, the Employment Agreement shall remain in full force and effect.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the Effective Date first written above.

GARTNER, INC.

By: /s/James C. Smith

Name: James C. Smith

Title: Chairman of the Board of Directors

EXECUTIVE

/s/Eugene A. Hall

Eugene A. Hall

[Signature Page to Second Amendment]