

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) **September 6, 2022**

AVNET, INC.

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction
of incorporation)

1-4224
(Commission
File Number)

11-1890605
(IRS Employer
Identification No.)

2211 South 47th Street, Phoenix, Arizona
(Address of principal executive offices)

85034
(Zip Code)

(480) 643-2000
(Registrant's telephone number, including area code.)

N/A
(Former name or former address, if changed since last report.)

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

Title of each class	Trading Symbol	Name of each exchange on which registered:
Common stock, par value \$1.00 per share	AVT	NASDAQ Global Select Market

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 September 6, 2022, Avnet, Inc. announced that the Avnet Board of Directors appointed Kenneth A. Jacobson to serve as Chief Financial Officer (principal financial officer), effective September 6, 2022. A copy of the press release is attached as Exhibit 99.1.

Mr. Jacobson, age 44, has served as the Company's Controller since 2013 and Principal Accounting Officer since February 2018. From August 2017 to January 2018, he served as the Interim Chief Financial Officer. Prior to joining the Company, Mr. Jacobson served as the Director of External Reporting and Accounting Research for First Solar Inc. from 2011 to 2013, where he led external reporting and provided accounting support for acquisitions and sales of solar power projects.

There are no family relationships between Mr. Jacobson and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer. Additionally, there have been no transactions involving Mr. Jacobson that would require disclosure under Item 404(a) of Regulation S-K.

As part of this appointment, Mr. Jacobson entered into a letter agreement with the Company, effective September 6, 2022. Pursuant to the letter agreement, Mr. Jacobson will receive an initial base salary of \$500,000 for the Company's fiscal year 2023 and his annual cash incentive target will be 100% of his base salary. In addition, he is eligible for awards under the Company's equity incentive plans and benefits under the Company's other benefit plans in which senior executives of the Company participate. The letter agreement contains restrictive covenants relating to non-competition, confidential information, and non-solicitation of employees and customers.

In addition, the letter agreement provides that Mr. Jacobson will receive an annual grant of Company equity, subject to the Company's equity incentive plan, standard grant agreements, and vesting schedule. For fiscal year 2023, Mr. Jacobson's equity grant totals \$1,250,000, with a mix of performance share units and restricted stock units. The restricted stock units will vest in four 25% annual tranches, with the first tranche vesting on January 2, 2023.

The letter agreement also provides that Mr. Jacobson will be covered under the Avnet Executive Severance Plan, dated August 10, 2017 (the "Executive Severance Plan"). Under the Executive Severance Plan, if the Company terminates his employment without "Cause" or if Mr. Jacobson terminates his employment for "Good Reason" (as such terms are defined in the Executive Severance Plan), Mr. Jacobson will be eligible for severance payments and benefits described below, in each case, subject to Mr. Jacobson's (i) general release of claims in favor of the Company, and (ii) continued compliance with post-employment restrictive covenants:

- A lump-sum payment equal to annual base salary at the time of termination;
- A lump-sum pro-rata incentive payment for the year of termination based on actual achievement of the applicable performance goals; and
- Medical, dental and vision coverage under the Company's health care plans for a period of one year after termination.

The foregoing description of the Executive Severance Plan is not complete and is qualified by the Executive Severance Plan itself, which is Exhibit 10.1 hereto and incorporated herein.

The foregoing description of the letter agreement is not complete and is qualified by the letter agreement itself, which is Exhibit 10.2 hereto and incorporated herein.

Mr. Jacobson also entered into the Company's standard change of control agreement (the "COC Agreement"). If Mr. Jacobson is terminated without cause or resigns by reason of a constructive termination within 24 months after a change of control, the Company must pay all accrued base salary and pro-rata incentive payments, plus 2.99 times the sum of (i) his then current annual base salary, and (ii) his target incentive compensation for the year in which such termination occurred. In addition, any unvested equity compensation rights and awards would become fully vested and payable; performance-based awards would vest at their target value. The foregoing description of the COC Agreement is qualified in its entirety by reference to the form of the COC Agreement itself, which is Exhibit 10.3 hereto and incorporated herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
<u>10.1</u>	<u>Avnet Executive Severance Plan (incorporated herein by reference to the Company's Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on October 30, 2017, Exhibit 10.1).</u>
<u>10.2</u>	<u>Letter Agreement dated August 30, 2022 (filed herewith).</u>
<u>10.3</u>	<u>Form of Change of Control Agreement (incorporated herein by reference to the Company's Current Report on Form 8-K dated February 14, 2011, Exhibit 10.3).</u>
<u>99.1</u>	<u>Press Release dated September 6, 2022 (filed herewith).</u>
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in 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.

Date: September 6, 2022

AVNET, INC.

By: /s/ Philip R. Gallagher
Philip R. Gallagher
Chief Executive Officer



August 30, 2022

Kenneth Jacobson
14215 S. 13th Way
Phoenix, AZ 85048

Dear Kenneth:

We are pleased that you have agreed to serve as the Chief Financial Officer of Avnet, Inc. (the "Company"). This letter agreement (this "Letter Agreement") sets forth the terms and conditions of your employment as an officer ("Officer") of the Company.

1. Position and Term. Effective September 6, 2022, you shall serve as Senior Vice President, & Chief Financial Officer of the Company. Except with respect to the restrictive covenants set forth in Annex A attached hereto, this Letter Agreement may be cancelled by either party upon written notice at any time. The period for which you will serve as the Chief Financial Officer is referred to herein as the "Term."
2. Base Salary. During the Term, you will be paid a base salary of at least \$500,000 per year. The base salary will be paid in accordance with the Company's standard payroll procedures.
3. Bonus. For the first quarter of FY23 (July 1 through September 5, 2022), you will receive a prorated quarterly incentive bonus based on an annual target amount of \$179,166. Beginning September 6, 2022, in FY23, you will participate in the annual incentive bonus program for members of the Avnet Executive Leadership Team based on an annual target amount of \$500,000. The actual amount of incentive bonuses will be determined based upon the achievement of specific financial and strategic targets in the sole discretion of the Compensation and Leadership Development Committee of the Board.
4. Equity Grants. Beginning in FY23, you will receive an annual grant of Company equity, typically a mix of performance share units and restricted stock units. For FY23, we anticipate that your equity grant will total \$1,250,000. These awards will be subject to the terms of the Company's equity incentive plan and standard grant agreements and vesting schedule.
6. Employee Benefits. You will be eligible to participate in the Company's employee benefit plans on the same basis as other senior executives, in accordance with the terms of such plans as they may be amended from time-to-time.
7. Severance. If the Company terminates your employment without Cause, you will receive a lump sum payment equal to your base annual salary and your target bonus for the year in which the termination occurs. For purposes hereof, "Cause" includes, but is not limited to, your gross misconduct, breach of any material term of this Letter Agreement, habitual neglect or wanton disregard of your duties, or conviction of any criminal act.

Avnet, Inc. 2211 S. 47th Street, Phoenix, AZ 85034

8. Restrictive Covenants. You agree to the restrictive covenants set forth in Annex A, which is attached hereto and incorporated herein by reference.
9. Tax Withholding. All amounts payable to you by the Company are subject to all applicable tax withholdings. In addition, you acknowledge that this Letter Agreement shall be interpreted consistent with the intent to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, such that there are no adverse tax consequences, interest, or penalties as a result of any amount paid or payable pursuant to this Letter Agreement.
10. Recoupment. Any incentive or bonus payment made to you shall be subject to the terms and conditions of the Company's recoupment or clawback policy, as in effect and amended from time to time, including disgorgement or repayment to the extent required by such policy.
11. Entire Agreement/Governing Law. This Letter Agreement supersedes any prior agreements (whether written, oral, implied or otherwise) and constitutes the complete agreement between you and the Company regarding your position as Senior Vice President, Chief Financial Officer. This Letter Agreement is governed by Arizona law, without giving effect to principles regarding conflict of laws, and the parties agree to the exclusive jurisdiction of the state and federal courts in Maricopa County, Arizona, with regard to any disputes arising hereunder.
12. Counterparts. This Letter Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

We are very excited to have you in an executive leadership role during this exciting time for the Company. Please confirm your agreement to the terms specified in this Letter Agreement by signing below.

Sincerely,

By 

Philip Gallagher
Chief Executive Officer

AGREED AND ACKNOWLEDGED:



Kenneth Jacobson

Annex A
Restrictive Covenants

The Officer acknowledges and recognizes (i) his possession of Confidential Information (as defined in Section (b), below), (ii) the highly competitive nature of the business of the Company and its affiliates and subsidiaries, which is worldwide in scope, and (iii) that reasonable restrictions on the Officer's future business endeavors and the Officer's ability to disclose Confidential Information are necessary to protect valuable client and customer relationships of the Company. Accordingly, in consideration of the premises contained herein, the Officer agrees to the restrictions set forth in this Annex A.

a. Non-Competition. The Officer agrees that during the Term and for one (1) year thereafter, he shall not, either individually or as an officer, director, stockholder, member, partner, agent, employee, consultant, principal, or committee-member of another business firm or sole proprietorship, (i) engage in, or be connected in any manner with, any business operating anywhere in the world that is in direct or indirect competition with any active business of the Company or any of its affiliates or subsidiaries, or any planned business of the Company or any of its affiliates or subsidiaries of which the Officer is aware (each a "**Competitive Business**"); (ii) be employed by an entity or person that controls a Competitive Business; or (iii) directly or indirectly solicit any customer or client of the Company or any of its affiliates or subsidiaries; provided, however, that the restrictions set forth in this Section (a) shall not prohibit the Officer from being a passive shareholder of a public company if the Officer owns less than one percent (1%) of such company.

b. Confidential Information. The Officer agrees that he shall not, at any time during the Term or thereafter, disclose to another, or use for any purpose other than performing his duties and responsibilities under this Letter Agreement, any Confidential Information. For purposes of this Letter Agreement, Confidential Information includes all trade secrets and confidential information of the Company and its affiliates and subsidiaries including, but not limited to, the Company's unique business methods, processes, operating techniques and "know-how" (all of which have been developed by the Company or its affiliates and subsidiaries through substantial effort and investment), profit and loss results, market and supplier strategies, customer identity and needs, information pertaining to employee effectiveness and compensation, inventory strategy, product costs, gross margins, and other information relating to the affairs of the Company and its affiliates and subsidiaries that the Officer shall have acquired during his employment with the Company.

c. Non-Solicitation of Employees. The Officer agrees that he shall not, at any time while employed by the Company and for three (3) years thereafter, directly or indirectly solicit or induce any of the employees of the Company or any of its affiliates or subsidiaries to terminate employment with their employer.



**Avnet BOD Officially Appoints Ken A. Jacobson
as Chief Financial Officer**

PHOENIX – Sept. 6, 2022 – The Avnet (Nasdaq: [AVT](#)) Board of Directors (BOD) voted to officially appoint Ken A. Jacobson as the Company’s Chief Financial Officer (CFO) reporting to Avnet’s Chief Executive Officer Phil Gallagher.

Jacobson, age 44, joined Avnet in 2013 as Vice President and Corporate Controller and served as Avnet’s interim CFO in 2017-2018. As corporate controller, Jacobson had global leadership responsibility for the finance organizations within each of Avnet’s business units, as well as management oversight of Avnet’s global supply chain engagements.

“Ken is the ideal person to lead Avnet’s finance team into our next century of doing business,” said Avnet CEO Phil Gallagher. “He is experienced in developing strong, collaborative cross-functional relationships and balancing business objectives with financial outcomes.”

Jacobson came to Avnet with 12 years of public accounting and industry experience working with a variety of public, private and international companies across various industries including technology, manufacturing and distribution. He holds a bachelor’s degree in accounting from the University of Washington.

About Avnet

As a leading global technology distributor and solutions provider, Avnet has served customers’ evolving needs for an entire century. We support customers at each stage of a product’s lifecycle, from idea to design and from prototype to production. Our unique position at the center of the technology value chain enables us to accelerate the design and supply stages of product development so customers can realize revenue faster. Decade after decade, Avnet helps its customers and suppliers around the world realize the transformative possibilities of technology. Learn more about Avnet at www.avnet.com. (AVT_IR)

Investor Relations Contacts

Joe Burke, 480-643-7431
Joseph.Burke@avnet.com

Media Relations Contact

Jeanne Forbis, 480-643-7499
Jeanne.Forbis@Avnet.com
