

---

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 1, 2013

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

(I.R.S. Employer  
Identification No.)

2211 South 47th Street, Phoenix, Arizona

(Address of principal executive offices)

85034

(Zip Code)

Registrant's telephone number, including area code:

480-643-2000

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))
-

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

Kevin Moriarty, Senior Vice President and Chief Financial Officer of Avnet, Inc. (the "Company") entered into an employment agreement with the Company effective as of September 1, 2013. Pursuant to the agreement, Company will pay Mr. Moriarty such compensation (including base salary and incentive compensation) as shall be agreed upon from time to time and Mr. Moriarty will be 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 agreement contains restrictive covenants relating to non-competition, confidential information and non-solicitation of employees and customers. Additionally, the agreement contains provisions relating to voluntary termination, termination upon a change in duties, death, disability, and termination with and without cause. The foregoing description of Mr. Moriarty's employment agreement is qualified in its entirety by reference to the agreement, which is filed as Exhibit 10.1 hereto, and is incorporated herein by reference.

In addition, Mr. Moriarty entered into a change of control agreement (the "COC Agreement") with the Company on September 1, 2013. Pursuant to the COC Agreement, if, within 24 months after a change of control, his employment is terminated without cause or if he resigns by reason of a constructive termination, the Company must pay Mr. Moriarty all accrued base salary and pro-rata incentive payments, plus 2.99 times the sum of (i) the executive's then current annual base salary and (ii) the executive's 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. The foregoing description of the change of control agreement is qualified in its entirety by reference to the form of agreement, which is filed as Exhibit 10.2 hereto, and is incorporated herein by reference.

Additionally, the Corporation revised form agreements to be used by the Company under its 2010 Stock Compensation Plan. The revised form agreements are attached hereto as Exhibit 10.3.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit Number Description

10.1 Employment Agreement by and between Kevin Moriarty and the Company

10.2 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)

10.3 Form of Agreements under the 2010 Stock Compensation Plan

---

**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.

AVNET, INC.

*September 3, 2013*

By: */s/ Kevin Moriarty*

---

*Name: Kevin Moriarty*

*Title: Senior Vice President and Chief Financial Officer*

---

Exhibit Index

| <u>Exhibit No.</u> | <u>Description</u>   |
|--------------------|--|
| 10.1               | Employment Agreement by and between Kevin Moriarty and the Company |
| 10.3               | Form of Agreements under the 2010 Stock Compensation Plan          |

## EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”) is made by and between KEVIN MORIARTY (“**Executive**”), and AVNET, INC., a New York corporation, with its principal executive offices at 2211 South 47<sup>th</sup> Street, Phoenix, AZ 85034 (the “**Company**”), effective as of this 1<sup>st</sup> day of September, 2013 (the “**Effective Date**”).

WHEREAS, Executive is now and has been employed by the Company as Chief Financial Officer pursuant to that certain Letter Agreement dated November 19, 2012, and effective as of January 2, 2013 (the “**Letter Agreement**”); and

WHEREAS, the Company wishes to provide for the continued employment of Executive; and

WHEREAS, Executive wishes to accept such continued responsibilities and employment and to render services to the Company in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

### 1. Employment, Duties and Responsibilities

**a. Employment.** The Company hereby employs Executive, and Executive hereby accepts employment upon the terms and conditions set forth in this Agreement. This Agreement supersedes and replaces the Letter Agreement, except that Executive’s obligation under the Letter Agreement to repay a pro-rata share of his signing bonus if he terminates employment within 12 months after his start date shall remain in effect.

**b. Position.** On and after the Effective Date, for the term of this Agreement, Executive shall serve as Senior Vice President and Chief Financial Officer of the Company. In addition, if requested by the Company’s Chief Executive Officer, Executive shall serve, without additional compensation, as an officer or director of subsidiaries, divisions, or affiliates of the Company.

**c. Performance of Duties.** Executive agrees to devote his full-time attention and best efforts to the business and affairs of the Company. Executive shall perform all duties and responsibilities commensurate with his position(s) and shall follow the reasonable directions of the Company’s Chief Executive Officer. Executive may serve on civic, charitable or corporate boards or committees, fulfill speaking engagements, and manage his personal affairs, so long as the Company reasonably determines that such activities do not interfere, compete with, or otherwise pose a conflict of interest with respect to, the performance of Executive’s duties and responsibilities. Executive shall comply with Company policies and procedures as adopted from time to time, including the Company’s Code of Conduct.

### 2. Term of Agreement

This Agreement shall be effective beginning on the Effective Date, and continue until terminated pursuant to Section 5, below.

### 3. Compensation

For all services to be rendered by Executive and for all covenants undertaken by him, the Company shall pay and Executive shall accept the following compensation:

**a. Base Salary.** Executive shall receive a base salary in an amount as shall be agreed upon from time to time between the Company and Executive. If Executive is elected or reelected as an officer or a director of the Company or any subsidiary, division or affiliate thereof, he shall serve as such without additional compensation.

**b. Incentive Programs and Bonuses.**

**(i) Incentive Programs.** For each fiscal year of the Company during the term of the Agreement, Executive shall be eligible to receive incentive payments for services rendered during the fiscal year pursuant to the Company’s Executive Incentive Plan (the “**Incentive Plan**”). The actual amount, if any, of Executive’s incentive payment for each fiscal year shall be determined by the Compensation Committee (the “**Compensation Committee**”) of the Board of Directors of the Company (the “**Board of Directors**”) based on (and subject to) the Company’s performance against goals established in accordance with the Incentive Plan, and may range from zero to any maximum established pursuant to the Incentive Plan. If Executive is employed for only part of a fiscal year, Executive’s incentive payment (if any) for such fiscal year shall be pro-rated for the number of days during the fiscal year during which he was employed, and shall be paid at the end of the performance period based upon (and subject to) actual achievement of performance goals. In the event of a “change of ownership or control,” within the meaning of Treas. Reg. § 1.162-27(e)(2)(v) (an “**Ownership Change**”), in which the Company has not been the acquiring and/or surviving entity, the Board or Compensation Committee of the surviving entity shall modify the performance objectives for the fiscal year in which the Ownership Change occurs to the extent necessary (if at all) to ensure that Executive’s incentive opportunity for such fiscal year is at least comparable to the incentive opportunity that was expected when the performance objectives for such fiscal year were first established. In the event of a dispute regarding the extent of the modification, such dispute shall be resolved by an independent compensation consultant who is acceptable to both Executive and the Company. Such compensation consultant shall be

engaged and paid by the Company. If the compensation consultant determines that (A) the existing performance objectives are no longer consistent with the intended incentive opportunity and (B) it is not practicable to revise the applicable performance objectives, Executive's incentive payment for the applicable fiscal year shall be no less than the target amount for such fiscal year. For purposes of this paragraph, the fiscal year of the Company shall be determined without regard to any Ownership Change.

**(ii) Bonus Payments.** In addition to any incentive payments under the Incentive Plan, Executive shall be eligible to receive such additional bonuses as may be awarded by the Committee or the Board.

**(iii) Recoupment Policy.** Any incentive or bonus payment made to Executive 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.

**c. Participation in Equity Plans.** Executive shall participate in the Company's various stock option and other equity incentive plans as in effect from time to time, subject to the terms of such plans and, to the extent applicable, Executive's executing and not revoking the restrictive covenant agreement described in Section 3.d(ii), below.

**d. Employee Benefits.** Executive shall be entitled to participate, on terms no less favorable than the terms offered to other senior executives of the Company, in any group and/or executive life, hospitalization or disability insurance plan, health program, profit sharing, deferred compensation plan, employee stock purchase plan, 401(k) plan, pension plan, and similar benefit plans (qualified, non-qualified, and supplemental) and other fringe benefits of the Company in effect from time to time; provided, however, that—

**(i)** Executive shall not be entitled to participate in or receive benefits under any severance or similar plan or program maintained by the Company (other than this Agreement and Executive's COC (as described in Section 5.h, below)); and

**(ii)** Executive's rights to post-termination vesting and benefits under any stock option or other equity incentive plan maintained by the Company shall be contingent on Executive executing and not revoking a mutually acceptable restrictive covenant agreement. It is anticipated that such agreement will include restrictions comparable to the restrictions set forth in Section 4, below (Restrictive Covenants), and will apply for the period during which Executive is receiving equity incentive benefits, and/or continuing to vest in equity incentive or stock option benefits.

**e. Vacation and Other Absences.** Executive shall be entitled to paid vacations each year in accordance with the Company's then-current vacation policy for senior executives. Executive shall be subject to the policies and procedures relating to other absences from regular duties for holidays, sick or disability leave, leave of absence without pay, or leave for other reasons, as those customarily provided to the Company's senior executives.

**f. Expenses.** The Company shall reimburse Executive's travel, entertainment, and other business expenses that are reasonably and necessarily incurred by him in the course of performing his duties and properly documented, all in accordance with the Company's policies as in effect from time to time.

#### **4. Restrictive Covenants**

Executive acknowledges and recognizes (i) his possession of Confidential Information (as defined in Section 4.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 Executive's future business endeavors and Executive'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, Executive agrees to the restrictions set forth in this Section 4.

**a. Non-Competition.** Executive agrees that during the term of this Agreement Executive 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 Executive 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 4.a shall not prohibit Executive from being a passive shareholder of a public company if Executive owns less than one percent (1%) of such company.

**b. Confidential Information.** Executive agrees that he shall not, at any time during the term of this Agreement or thereafter, disclose to another, or use for any purpose other than performing his duties and responsibilities under this Agreement, any Confidential Information. For purposes of this 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 Executive shall have acquired during his employment with the Company.

**c. Non-Solicitation of Employees.** Executive agrees that he shall not, at any time during the term of this Agreement, including all renewals, and for five (5) 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.

## **5. Termination Rights and Responsibilities**

The Company may terminate Executive's employment with or without cause, and Executive may voluntarily terminate his employment, at any time during the term of this Agreement, subject to the provisions of this Section 5.

**a. Executive Voluntary Termination.** Except to the extent otherwise provided in subsection b, below (Executive Termination Upon Change in Office and Duties), if Executive wishes to terminate his employment under this Agreement, he must provide written notice of such intent at least ninety (90) days before his intended termination date. For the period from when he provides such notice through his termination date, Executive shall continue to perform all duties required of him under this Agreement and, in consideration for such continued service, shall continue to be paid his base salary and other compensation required by Section 3, above. Any annual incentive payment for such period shall be paid at the end of the performance period, at the time prescribed by the Incentive Plan, based on (and subject to) actual achievement of the applicable performance goals, and pro-rated if Executive's employment terminates before the end of the performance period. If Executive fails to provide ninety (90) days' advance written notice, and there is not mutual agreement, he shall not be eligible for any bonus or annual incentive payments for any partial fiscal year worked and may also be liable for damages and/or subject to injunctive relief pursuant to Section 6, below; provided, however, that if such failure is due to the Company's request that Executive stop providing services (for a reason other than Cause, as defined in subsection g, below), Executive shall be entitled to the payments and benefits prescribed by subsection f, below ("Company Termination Without Cause," taking into account the Six-Month Delay Rule described in Section 7.c, below, and the Company's right to pay cash in lieu of continued benefits, in accordance with Section 7.f, below), through the ninetieth (90th) day after Executive provided written notice of his intent to terminate employment (but not for any period thereafter).

**b. Executive Termination Upon Change in Office and Duties.** If during the term hereof the Executive suffers an Adverse Action, as such term is defined in the Change of Control Agreement separately entered into between the Company and Executive (the "**COC**"), Executive may terminate his employment under this Agreement, subject to the following procedures

**(i)** Within ninety (90) days after the Adverse Action, Executive shall notify the Company in writing of his desire to terminate employment on account of such Adverse Action;

**(ii)** Following its receipt of such notice, the Company shall have thirty (30) days to remedy the Adverse Action; and

**(iii)** If the Company fails to remedy the Adverse Action by the end of such thirty (30) day period and Executive's termination of employment occurs no later than two (2) years after the Adverse Action, the Adverse Action shall be treated as ninety (90) days written notice of the Company's intent to terminate Executive's employment without Cause and Executive's termination of employment shall be treated as a "Company Termination Without Cause" under subsection f, below. For the avoidance of doubt, the notice period and any right to continued compensation shall run from the date of the Adverse Action, and not from any later date.

**c. Retirement.** Executive's termination of his employment under this Agreement by reason of retirement shall be treated as a voluntary termination by Executive pursuant to, and subject to the requirements of, subsection a, above.

**d. Death of Executive.** This Agreement shall terminate immediately in the event of the death of Executive. Upon such termination, the Company shall pay to Executive's legal representative as soon as practicable all accrued and unpaid base salary and a pro-rated portion of any other compensation otherwise due under Section 3, above. Such amounts shall be paid within ninety (90) days after Executive's death, on a date determined by the Company; provided, however, that any pro-rated incentive payment shall be paid at the end of the performance period, at the time prescribed by the Incentive Plan, based on (and subject to) actual achievement of the applicable performance goals. The Company shall also pay any benefits that are payable pursuant to the terms of the plans and programs described in Section 3.d, above.

**e. Disability of Executive.** If Executive becomes Disabled (as defined below) during the term of this Agreement, Executive shall be entitled to any disability benefits payable under Company-sponsored disability benefit plans made available to Company employees generally, and his employment hereunder shall terminate. Executive shall be entitled to a pro-rated incentive payment for the fiscal year in which his employment terminates; such incentive payment shall be paid at the end of the performance period, at the time prescribed by the Incentive Plan, based on (and subject to) actual achievement of the applicable performance goals. "Disabled" and "Disability" shall mean that Executive has been totally disabled by injury or illness, mental or physical, as a result of which he is prevented from further performance of the duties required by this Agreement, and that such disability is likely to be permanent and continuous during the remainder of Executive's life.

In the event of a dispute over whether Executive has become Disabled, such dispute shall be resolved through arbitration under American Arbitration Association rules, in Phoenix, Arizona.

**f. Company Termination Without Cause.** If the Company wishes to terminate Executive's employment under this Agreement for a reason other than "Cause" (as defined in subsection g, below), or death or Disability (as defined in subsection e, above), the Company shall provide to Executive written notice of such intent at least ninety (90) days before the intended termination date. During the period from such written notice through the first anniversary of the date on which such written notice was provided, Executive shall continue to be paid his base salary and other compensation required by Section 3, above, each at a rate no less than

the rate in effect immediately before the notice date; provided, however, that (i) Executive's right to continued salary and other compensation shall be subject to the Six-Month Delay Rule described in Section 7.c, below, and the provisions of Section 7.g (Cash in Lieu of Benefits), below, and (ii) if Executive's employment terminates before the first anniversary of his start date with the Company, the Company shall make the payments required by this subsection f within ten days after his termination date. Executive shall continue to be eligible for annual incentive payments after the Company has provided notice of its intent to terminate Executive's employment hereunder. Any annual incentive payments due shall be paid at the end of the performance period, at the time prescribed by the Incentive Plan, based on (and subject to) actual achievement of the applicable performance goals and prorated if Executive's employment terminates before the end of the performance period.

**g. Company Termination With Cause.** If the Company terminates Executive's employment hereunder for "Cause" (as defined in this subsection g), the Company shall not be required to provide any advance notice. In the event of a termination for Cause, the Company shall pay to Executive any salary due pursuant to Section 3.a, above, for service through the date of termination, within thirty (30) days thereafter, and Executive shall forfeit any right to receive incentive compensation or a bonus pursuant to Section 3.b, above. For purposes of this Agreement, "Cause" means, but is not limited to, Executive's gross misconduct, breach of any material term of this Agreement, willful breach, habitual neglect or wanton disregard of his duties, or conviction of any criminal act.

**h. Executive Termination Upon Change of Control.** Upon a Change of Control as defined in the COC, the provisions of the COC shall apply. If Executive becomes eligible to receive any payment or payments under the COC, such payments shall be in lieu of any right to payments or benefits under this Section 5 and he shall not be entitled to receive any payments or benefits under this Section 5.

## **6. Specific Performance**

Executive acknowledges that (a) the services to be rendered under this Agreement and the obligations of Executive assumed herein are of a special, unique and extraordinary character; (b) it would be difficult or impossible to replace such services and obligations; (c) the Company, its subsidiaries and affiliates will be irreparably damaged if the provisions hereof are not specifically enforced; and (d) the award of monetary damages will not adequately protect the Company, its subsidiaries and affiliates in the event of a breach hereof by Executive. As a result, Executive agrees and consents that if he violates any of the provisions of this Agreement, the Company shall, without any bond or other security being required and without the necessity of proving monetary damages, be entitled to a temporary and/or permanent injunction to be issued by a court of competent jurisdiction restraining Executive from committing or continuing any violation of this Agreement, or any other appropriate decree of specific performance. Such remedies shall not be exclusive and shall be in addition to any other remedy (including monetary damages) that the Company may have.

## **7. Section 409A and Cash in Lieu of Benefits**

**a. Intent to Comply With Section 409A.** This 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 (the "Code"), such that there are no adverse tax consequences, interest, or penalties as a result of any amount paid or payable under this Agreement. Any ambiguity or inconsistency in the provisions of this Agreement shall be resolved consistent with such intent. In addition, to the extent permitted by law, the parties agree to make a good faith effort to modify this Agreement to the extent that either party determines is necessary to comply with Section 409A.

**b. Separation From Service.** Except as otherwise expressly provided, references in this Agreement to Executive's termination of employment, termination date, and similar terms related to Executive's termination of employment or separation from service shall refer to the date of Executive's "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code, as determined by the Company.

**c. Six-Month Delay Rule.** If, as of his termination date, Executive is a "specified employee" (as determined by the Company in accordance with its guidelines established pursuant to Treas. Reg. § 1.409A-1(i)), any amount payable to Executive upon or by reason of his termination of employment (including expense reimbursements and in-kind benefits that are includible in income) shall be subject to the six (6) month delay required by Section 409A(a)(2)(B)(i) of the Code; provided, however, that such six (6) month delay shall not be required with respect to any payment that the Company determines is not subject to Section 409A by reason of the "short-term deferral" rule described in Treas. Reg. § 1.409A-1(b)(4), the "two-year, two-time" rule described in Treas. Reg. § 1.409A-1(b)(9)(iii), or any other exemption. If payment of any amount is delayed by reason of this six (6) month delay, such amount shall be paid with interest on the Company's first pay date for the seventh (7th) month that starts after Executive's termination date (or, if earlier, within 90 days after Executive's death). Except as otherwise provided in a governing document for an applicable benefit plan, program, or other arrangement, interest shall be calculated using the prime rate of interest in effect at Bank of America, N.A. (or another bank designated by the Company that is one of its principal banks) on Executive's termination date.

**d. Installments Treated as Separate Payments.** For purposes of Section 409A of the Code, except as otherwise expressly provided, each installment of payments and benefits due under this Agreement shall be treated as a separate payment.

**e. Payment Date.** To the extent that any payment under this Agreement may be made during a payment window, the date of payment shall be determined by the Company, in its sole discretion, and not by Executive or any other individual entitled to receive the payment.



**f. Expense Reimbursements and In-Kind Benefits.** To the extent that any expense reimbursement or in-kind benefit is subject to Section 409A (*e.g.*, the expense reimbursement is includible in income and is not required to be paid by the end of the “applicable 2½-month period” described in Treas. Reg. § 1.409A-1(b)(4)(i)(A)), such reimbursement or benefit shall be subject to the conditions set forth in Treas. Reg. § 1.409A-3(i)(1)(iv). Accordingly:

- (i) The amount of such expenses eligible for reimbursement, or in-kind benefits provided, during a taxable year of Executive shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year;
- (ii) The reimbursement of each such expense shall be paid no later than the last day of Executive’s taxable year next following the taxable year in which the expense was incurred; and
- (iii) The right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

**g. Cash in Lieu of Benefits.** Executive’s right to receive (I) tax-qualified retirement and savings and (II) health benefits under this Agreement is subject to the terms of the applicable plans and satisfying all applicable tax-qualification, nondiscrimination, and similar requirements. In lieu of any benefit that the Company determines may not be provided by reason of the immediately preceding sentence, the Company shall pay to Executive cash as follows:

- (i) In lieu of tax-qualified retirement and savings benefits that the Company determines may not be provided, the Company shall pay to Executive an amount equal to the Company-provided contributions or benefit accruals that would have otherwise accumulated under the applicable retirement or savings plan if not for the Company’s determination. Such amount shall not include any payment with respect to any lost opportunity to make pre-tax or after-tax deferrals or contributions. However, the amount of any matching contribution that Executive would otherwise have been entitled to receive shall be calculated based on the assumption that Executive would have deferred or contributed the amount required to be eligible for the maximum matching contribution payable for the applicable period. Subject to the Six-Month Delay Rule described in subsection c, above, such amount shall be paid within thirty (30) days after the end of the period for which such retirement or savings benefits would otherwise have been provided.
- (ii) In lieu of health benefits that the Company determines may not be provided, the Company shall pay to Executive the amount described in this Section 7.g(ii) for each applicable month for which Executive would otherwise be entitled to health benefits. The amount for each month shall be equal to 167 percent of the excess of (A) the COBRA premium for the applicable coverage under the Company’s plan for such month (without regard to whether Executive is eligible for COBRA coverage) over (B) the premium that an active senior executive of the Company would be required to pay for such coverage under the Company’s plan for such month. Subject to the Six-Month Delay Rule described in subsection c, above, such amount shall be paid monthly in arrears.

**h. Limited Indemnity for Company Error.** If (and only if) Executive becomes subject to adverse tax consequences under Section 409A of the Code as a result of (i) the Company’s failure to administer this Agreement in accordance with its terms; (ii) the Company’s failure to administer any “nonqualified deferred compensation plan” (within the meaning of Section 409A of the Code) other than this Agreement in accordance with its terms or the requirements of Section 409A; or (iii) the Company’s failure to satisfy the Section 409A document requirements for any nonqualified deferred compensation plan other than this Agreement, the Company shall pay to Executive an amount such that after all required income and employment tax withholding, the net amount paid to Executive is equal to the tax imposed under Section 409A of the Code as a result of the applicable error. Such amount shall be calculated by a certified public accounting firm selected and paid by the Company (the “**Accounting Firm**”), and shall be paid no later than the last day of Executive’s taxable year next following the taxable year in which Executive remits the applicable taxes to the U.S. Treasury. Any determination by the Accounting Firm shall be binding upon the Company and Executive.

## **8. Governing Law**

This Agreement shall be construed, interpreted and governed by the law of the State of Arizona, without giving effect to Arizona principles regarding conflict of laws. Reference to any provision of the Code or other law shall include all regulations and other guidance of general applicability issued thereunder, and shall be deemed to include any successor provision.

## **9. Miscellaneous Provisions**

**a. Tax Withholding.** All amounts payable under this Agreement are subject to withholding for all federal, state, and local taxes, and all other amounts relating to tax or other payroll deductions, as the Company may reasonably determine should be withheld. Regardless of the amount withheld, Executive shall be solely responsible for paying all required taxes (other than the employer’s share of employment taxes) on all payments and other compensation (including imputed compensation) and benefits provided under this Agreement.

**b. Succession.** This Agreement shall extend to and be binding upon Executive, his legal representatives, heirs, and distributees, and upon the Company, its successors and assigns.

**c. Entire Agreement.** Other than the COC Agreement, this Agreement is the entire agreement of the parties with respect to its subject matter and no waiver, modification, or amendment of any of its provisions shall be valid unless in writing and signed by both parties.

**d. Waiver of Breach.** The waiver of breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any other term or condition of this Agreement.

**e. Severability.** Each substantive provision of this Agreement is a separate agreement, independently supported by good and adequate consideration, and is severable from the other provisions of the Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be reformed to resolve the applicable issue while still achieving the intent of the provision to the maximum extent possible, and no other provision of the agreement shall be affected or impaired in any way. With respect to any restrictive covenant, it is understood and agreed that if a court of competent jurisdiction or a duly constituted arbitration panel refuses to enforce any part of such restrictive covenant because it is unreasonable (whether as to geographic scope, duration, activity, subject, or otherwise), the unenforceable provision shall not be void but rather shall be deemed reduced or limited to the minimum extent necessary to permit enforcement of the covenant. For this purpose, the geographic scope, duration, activity, and subject are divisible.

**f. Forfeiture of Certain Parachute Payments.**

**(i)** Notwithstanding any other provision of this Agreement, if paragraph (ii), below, applies, Executive shall forfeit amounts payable to Executive under this Agreement to the extent that a certified public accounting firm selected and paid by the Company (the “**Accounting Firm**”) determines is necessary to ensure that Executive is not reasonably likely to receive a “parachute payment” within the meaning of Section 280G(b)(2) of the Code. The Accounting Firm’s determination shall be conclusive and binding upon the Company and Executive.

**(ii)** This paragraph (ii) shall apply if (and only if) (A) any payment to be made under this Agreement is reasonably likely to result in Executive receiving a “parachute payment” (as defined in Section 280G(b)(2) of the Code), and (B) Executive’s forfeiture of payments due under this Agreement would result in the aggregate after-tax amount that Executive would receive being greater than the aggregate after-tax amount that Executive would receive if there were no such forfeiture.

**(iii)** Neither the Company nor Executive shall have any discretion to determine which payments are forfeited. The forfeiture shall apply in reverse chronological order—*e.g.*, the last payment in any series of payments shall be forfeited before any part of an earlier payment is forfeited.

**g. Survival.** The provisions of Sections 4 (Restrictive Covenants), 5 (Termination Rights and Responsibilities), 6 (Specific Performance), 7 (Section 409A and Cash in Lieu of Benefits), 8 (Governing Law), and 9 (Miscellaneous Provisions) of this Agreement shall survive the termination of Executive’s employment hereunder.

**h. Headings.** The headings of the sections and subsections are inserted for convenience only and shall not be deemed to constitute a part hereof or to affect the meaning thereof.

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

**AVNET, INC.**

By:  
Erin Lewin  
Title: Sr. Vice President and  
General Counsel

**EXECUTIVE**

Kevin Moriarty

**AVNET, INC.  
 TERM SHEET FOR 2010 STOCK COMPENSATION PLAN  
 INCENTIVE STOCK OPTIONS**

FOR GOOD AND VALUABLE CONSIDERATION, Avnet, Inc. (the “Company”), hereby grants to the Participant named below the incentive stock option (the “Option”) to purchase any part or all of the number of shares of its common stock (the “Stock”) that are covered by this Option, as specified below, at the exercise price per share specified below and upon the terms and subject to the conditions set forth in this Term Sheet, the Avnet, Inc. 2010 Stock Compensation Plan (the “Plan”), and the Standard Terms and Conditions for Incentive Stock Options (the “Standard Terms and Conditions”) attached to this Term Sheet.

Name of Participant: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Grant Date: \_\_\_\_\_  
 Number of Shares of Stock covered by Option: \_\_\_\_\_  
 Exercise Price Per Share: \_\_\_\_\_ \$ \_  
 Expiration Date: \_\_\_\_\_  
 Vesting Schedule: \_\_\_\_\_

This Option is intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended. By accepting this Term Sheet, the Participant acknowledges that he or she has received and read, and agrees that this Option shall be subject to, the terms of this Term Sheet, the Plan, and the Standard Terms and Conditions.

AVNET, INC.  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Participant’s Printed Name  
 Participant Signature  
 Address: (please print)

**AVNET, INC.  
 STANDARD TERMS AND CONDITIONS FOR  
 INCENTIVE STOCK OPTIONS**

These Standard Terms and Conditions for Incentive Stock Options (the “Standard Terms and Conditions”) apply to any Options granted under the Avnet, Inc. 2010 Stock Compensation Plan (the “Plan”) that are identified as incentive stock options and evidenced by a Term Sheet or an action of the Administrator that refers to these Standard Terms and Conditions.

**1. TERMS OF OPTION**

Avnet, Inc. (“Avnet”) has granted to the Participant named in the attached Term Sheet an incentive stock option (the “Option”) to purchase up to the number of shares of Avnet’s common stock (the “Stock”) set forth in the Term Sheet, at the purchase price per share and upon the other terms and subject to the conditions set forth in the Term Sheet, these Standard Terms and Conditions, and the Plan. For purposes of these Standard Terms and Conditions and the Term Sheet, the “Company” refers to Avnet and its Subsidiaries.

The Option is intended to be an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”), except to the extent otherwise provided herein. To the extent required by Section 422(d) of the Code, the Option shall not be treated as an incentive stock option to the extent that the aggregate fair market value of \_\_\_\_\_ shares of Stock with respect to incentive stock options that are exercisable for the first time during any calendar year exceeds \$100,000.

**2. EXERCISE OF OPTION**

The Option shall not be exercisable as of the grant date set forth in the Term Sheet (the “Grant Date”). After the Grant Date, the Option shall be exercisable only to the extent that it becomes vested in accordance with the vesting schedule set forth in the Term Sheet, subject to termination or acceleration as provided in these Standard Terms and Conditions and the Plan. If the Participant’s employment with the Company terminates, the Option shall cease to be exercisable, except to the extent set forth in Section 4, below.

The vesting period and/or exercisability of an Option may be adjusted by the Administrator to reflect the decreased level of employment during any period in which the Participant is on an approved leave of absence or is employed on a less than full time basis, provided that the Administrator may take into consideration any accounting consequences to the Company.

To exercise the Option (or any part thereof), the Participant shall deliver to Avnet a “Notice of Exercise” on a form specified by the Administrator, specifying the number of whole shares of Stock Participant wishes to purchase, and shall pay the Exercise Price for such shares.

The exercise price of the Option (the "Exercise Price") is set forth in the Term Sheet. The Exercise Price and/or any required tax withholding may be paid in cash or by certified or cashiers' check, by "cashless" exercise methods such as direct share withholding, or by such other method (including transfer of Stock previously owned by the Participant, or broker-assisted Regulation T simultaneous exercise and sale), as the Administrator permits in its sole discretion. Fractional shares may not be exercised.

Shares of Stock will be issued as soon as practical after exercise; provided, however, that Avnet shall not be obligated to deliver shares of Stock if (a) the Participant has not satisfied all applicable tax withholding obligations, (b) the Stock is not properly registered or subject to an applicable exemption therefrom, (c) the Stock is not listed on the stock exchanges on which Avnet's Stock is otherwise listed, or (d) Avnet determines that the exercisability of the Option or the delivery of shares hereunder would violate any federal or state securities or other applicable laws. The Option may be rescinded if necessary to ensure compliance with federal, state or other applicable laws. The Participant shall not acquire or have any rights as a shareholder of Avnet until shares of Stock issuable upon exercise of the Option are actually issued and delivered to the Participant in accordance herewith.

### **3. EXPIRATION OF OPTION**

Except as provided in this Section 3, the Option shall expire and cease to be exercisable as of the Expiration Date set forth in the Term Sheet.

- A. If the Participant ceases to be employed by the Company prior to a Change in Control for any reason other than death, disability, or Retirement (as defined below), the Option shall immediately expire and cease to be exercisable.
- B. If the Participant ceases to be employed by the Company by reason of Retirement (as defined below), the Option shall continue to vest as set forth in the Term Sheet and these Standard Terms and Conditions and, subject to the special rules that apply in the event of death (as set forth in Paragraph D, below), shall remain exercisable until the earlier of (i) the fifth anniversary of the Participant's cessation of employment with the Company or (ii) the Expiration Date (unless such Option shall sooner be surrendered for termination or expire). However, to the extent required by Section 422 of the Code, the Option shall cease to be an incentive stock option three months after the Participant ceases to be an employee of the Company and shall thereafter be a nonqualified stock option. For purposes hereof, a cessation of employment will be treated as a "Retirement" if (and only if) (a) the cessation of employment occurs after (I) the Participant has attained at least age 55 and been credited with at least five years of service with the Company and (II) the combination of the Participant's age plus years of service is no less than 65; and (b) the Participant has signed a two-year non-competition agreement in a form acceptable to the Company.
- C. If the Participant's employment with or service to the Company terminates or ceases by reason of disability (as determined by the Administrator in its sole discretion), the Option shall remain exercisable only to the extent vested as of such cessation of employment or service and shall cease to be exercisable upon the earlier of (i) three months after the date of such cessation of employment or (ii) the Expiration Date (unless such Option shall sooner be surrendered for termination or expire). The provisions of this Section 4.C shall apply to a Participant who has not provided services to the Company for twelve consecutive months due to long-term disability leave.
- D. If the Participant dies either while in the employ of the Company or within five years after Retirement from the Company (as defined above), the Option shall be exercisable only to the extent vested as of the date of death and shall cease to be exercisable upon the earliest of (i) the first anniversary of the Participant's death, (ii) the Expiration Date, or (iii) the fifth anniversary of the Participant's termination date, as set forth in Paragraph B, above. If the Participant dies while actively employed, or within three months after the Participant's cessation of employment with the Company, the Option will continue to be treated as an incentive stock option until the earliest of the dates described in the preceding sentence. If the Participant's death occurs more than three (3) months after the Participant's cessation of employment with the Company, the Option will cease to be an incentive stock option and will be treated as a nonqualified stock option.
- E. Notwithstanding any other provision of these Standard Terms and Conditions, in the event of a Change in Control, the Option shall become immediately exercisable in full (unless it shall sooner have been surrendered for termination or have expired).

### **4. RESTRICTIONS ON REALES OF OPTION SHARES**

The Company may impose such restrictions, conditions, and limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any shares of Stock issued as a result of the exercise of the Option, including (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other optionholders, and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

### **5. TAXES**

The Participant acknowledges that the delivery of shares of Stock following exercise of the Option will generally give rise to a withholding tax obligation, and that the issuance of shares of Stock hereunder is conditioned on timely satisfying such withholding obligation. The Participant shall make arrangements satisfactory to the Company for satisfying such withholding obligations. The Administrator, in its sole discretion, may allow the Participant to satisfy all or part of such tax obligation

through withholding of shares of Stock otherwise issuable to the Participant; the Participant transferring to Avnet nonrestricted shares of Stock previously owned by the Participant; and/or allowing the Participant to engage in a broker-assisted Regulation T simultaneous exercise and sale. No provision of the Plan, the Term Sheet, or these Standard Terms and Conditions shall be construed to transfer to the Company or any of its affiliates any responsibility to pay any income, employment, excise, or other taxes attributable to the grant or exercise of the Option or the disposition of the underlying shares.

## **6. NON-TRANSFERABILITY OF OPTION**

To the extent that the Option is intended to be an incentive stock option, and to the extent required by Section 422 of the Code, the Option: (i) shall be exercisable during the Participant's lifetime only by the Participant, and (ii) may not be sold, transferred, pledged, assigned, exchanged, encumbered, or otherwise alienated or hypothecated, except by testamentary disposition by the Participant or the laws of descent and distribution.

If the Option is not an incentive stock option, then except to the extent permitted by this paragraph, the Option shall be exercisable during the Participant's lifetime only by the Participant. The Option may not be sold, transferred, pledged, assigned, exchanged, encumbered, or otherwise alienated or hypothecated, except (i) by testamentary disposition by the Participant or the laws of descent and distribution, or (ii) to the extent otherwise permitted by the Plan, if (and only if) approved by the Administrator in its sole discretion.

## **7. THE PLAN; DEFINED TERMS; ENTIRE AGREEMENT**

In addition to these Standard Terms and Conditions, the Option shall be subject to the terms of the Plan, which are incorporated into these Standard Terms and Conditions by this reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan, and the rules of construction set forth in the Plan shall also apply to these Standard Terms and Conditions.

The Term Sheet, these Standard Terms and Conditions, and the Plan constitute the entire understanding between the Participant and the Company regarding the Option. Any prior agreements, commitments or negotiations concerning the Option are superseded.

## **8. LIMITATION OF INTEREST IN SHARES SUBJECT TO OPTION**

Neither the Participant (individually or as a member of a group) nor any beneficiary or other person claiming under or through the Participant shall have any right, title, interest, or privilege in or to any shares of Stock allocated or reserved for the purpose of the Plan or subject to the Term Sheet or these Standard Terms and Conditions, except as to such shares of Stock, if any, that have been issued to such person upon exercise of the Option or any part of it. Nothing in the Plan, the Term Sheet, these Standard Terms and Conditions, or any other instrument executed pursuant to the Plan shall confer upon the Participant any right to continue in the Company's employ or service or limit in any way the Company's right to terminate the Participant's employment at any time and for any reason.

Neither the Award of this Option nor any shares of Stock issuable pursuant thereto shall be included in compensation for purposes of determining the amount payable to or on behalf of the Participant under any pension, savings, retirement, life insurance, or other employee or director benefits arrangement of the Company, unless otherwise determined by the plan sponsor.

## **9. GENERAL**

If any provision of these Standard Terms and Conditions is declared to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid, and enforceable, or otherwise deleted, and the remainder of these Standard Terms and Conditions shall not be affected except to the extent necessary to reform or delete such illegal, invalid, or unenforceable provision.

The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of these Standard Terms and Conditions, nor shall they affect its meaning, construction, or effect.

These Standard Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, beneficiaries, successors and assigns.

The Participant acknowledges that a copy of the Plan, the Plan prospectus, and Avnet's most recent annual report to its shareholders has been delivered to the Participant.

The Plan, the Term Sheet, and these Standard Terms and Conditions shall be governed, construed, interpreted, and administered solely in accordance with the laws of the state of New York, without regard to principles of conflicts of law.

All questions arising under the Plan, the Term Sheet, and these Standard Terms and Conditions shall be decided by the Administrator in its total and absolute discretion. It is expressly understood that the Administrator is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan, the Term Sheet, and these Standard Terms and Conditions; all such determinations shall be binding upon the Participant.

**AVNET, INC.  
 TERM SHEET FOR 2010 STOCK COMPENSATION PLAN  
 NONQUALIFIED STOCK OPTIONS**

FOR GOOD AND VALUABLE CONSIDERATION, Avnet, Inc. (the “Company”), hereby grants to the Participant named below the nonqualified stock option (the “Option”) to purchase any part or all of the number of shares of its common stock (the “Stock”) that are covered by this Option, as specified below, at the exercise price per share specified below and upon the terms and subject to the conditions set forth in this Term Sheet, the Avnet, Inc. 2010 Stock Compensation Plan (the “Plan”), and the Standard Terms and Conditions for Nonqualified Stock Options (the “Standard Terms and Conditions”) attached to this Term Sheet.

Name of Participant: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Grant Date: \_\_\_\_\_  
 Number of Shares of Stock covered by Option: \_\_\_\_\_  
 Exercise Price Per Share: \_\_\_\_\_ \$  
 Expiration Date: \_\_\_\_\_  
 Vesting Schedule: \_\_\_\_\_

This Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended. By accepting this Term Sheet, the Participant acknowledges that he or she has received and read, and agrees that this Option shall be subject to, the terms of this Term Sheet, the Plan, and the Standard Terms and Conditions.

AVNET, INC. \_\_\_\_\_  
 Participant’s Printed Name  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Participant Signature  
 Address (please print):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**AVNET, INC.  
 STANDARD TERMS AND CONDITIONS FOR  
 NONQUALIFIED STOCK OPTIONS**

These Standard Terms and Conditions for Nonqualified Stock Options (the “Standard Terms and Conditions”) apply to any Options granted under the Avnet, Inc. 2010 Stock Compensation Plan (the “Plan”) that are identified as nonqualified stock options and evidenced by a Term Sheet or an action of the Administrator that refers to these Standard Terms and Conditions.

**1. TERMS OF OPTION**

Avnet, Inc. (“Avnet”) has granted to the Participant named in the attached Term Sheet a nonqualified stock option (the “Option”) to purchase up to the number of shares of Avnet’s common stock (the “Stock”) set forth in the Term Sheet, at the purchase price per share and upon the other terms and subject to the conditions set forth in the Term Sheet, these Standard Terms and Conditions, and the Plan. For purposes of these Standard Terms and Conditions and the Term Sheet, the “Company” refers to Avnet and its Subsidiaries.

**2. NON-QUALIFIED STOCK OPTION**

The Option is not intended to be an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”).

**3. EXERCISE OF OPTION**

The Option shall not be exercisable as of the grant date set forth in the Term Sheet (the “Grant Date”). After the Grant Date, the Option shall be exercisable only to the extent that it becomes vested in accordance with the vesting schedule set forth in the Term Sheet, subject to termination or acceleration as provided in these Standard Terms and Conditions and the Plan. If the Participant’s employment with the Company terminates, the Option shall cease to be exercisable, except to the extent set forth in Section 4, below.

The vesting period and/or exercisability of an Option may be adjusted by the Administrator to reflect the decreased level of employment during any period in which the Participant is on an approved leave of absence or is employed on a less than full time basis, provided that the Administrator may take into consideration any accounting consequences to the Company.

To exercise the Option (or any part thereof), the Participant shall deliver to Avnet a “Notice of Exercise” on a form specified by the Administrator, specifying the number of whole shares of Stock the Participant wishes to purchase, and shall pay the

Exercise Price for such shares.

The exercise price of the Option (the "Exercise Price") is set forth in the Term Sheet. The Exercise Price and/or any required tax withholding may be paid in cash or by certified or cashiers' check, by "cashless" exercise methods such as direct share withholding, or by such other method (including transfer of Stock previously owned by the Participant, or broker-assisted Regulation T simultaneous exercise and sale), as the Administrator permits in its sole discretion. Fractional shares may not be exercised.

Shares of Stock will be issued as soon as practical after exercise; provided, however, that Avnet shall not be obligated to deliver shares of Stock if (a) the Participant has not satisfied all applicable tax withholding obligations, (b) the Stock is not properly registered or subject to an applicable exemption therefrom, (c) the Stock is not listed on the stock exchanges on which Avnet's Stock is otherwise listed, or (d) Avnet determines that the exercisability of the Option or the delivery of shares hereunder would violate any federal or state securities or other applicable laws. The Option may be rescinded if necessary to ensure compliance with federal, state or other applicable laws. The Participant shall not acquire or have any rights as a shareholder of Avnet until shares of Stock issuable upon exercise of the Option are actually issued and delivered to the Participant in accordance herewith.

#### **4. EXPIRATION OF OPTION**

Except as provided in this Section 4, the Option shall expire and cease to be exercisable as of the Expiration Date set forth in the Term Sheet.

- F. If the Participant's employment or service with the Company terminates prior to a Change in Control for any reason other than death, disability, or Retirement (as defined below), the Option shall immediately expire and cease to be exercisable.
- G. If the Participant's employment or service with the Company terminates by reason of Retirement (as defined below), the Option shall continue to vest as set forth in the Term Sheet and these Standard Terms and Conditions and, subject to the special rules that apply in the event of death (as set forth in Paragraph D, below), shall remain exercisable until the earlier of (i) the fifth anniversary of the termination event or (ii) the Expiration Date (unless such Option shall sooner be surrendered for termination or expire). For purposes hereof, a cessation of employment will be treated as a "Retirement" if (and only if) (a) the cessation of employment occurs after (I) the Participant has attained at least age 55 and been credited with at least five years of service with the Company and (II) the combination of the Participant's age plus years of service is no less than 65; and (b) the Participant has signed a non-competition agreement in a form acceptable to the Company.
- H. If the Participant's employment with or service to the Company terminates or ceases by reason of disability (as determined by the Administrator in its sole discretion), the Option shall remain exercisable only to the extent vested as of such cessation of employment or service and shall cease to be exercisable upon the earlier of (i) three months after the date of the termination event or (ii) the Expiration Date (unless such Option shall sooner be surrendered for termination or expire). Unless the provisions of Section 4.B apply, the provisions of this Section 4.C shall apply to a Participant who has not provided services to the Company for twelve consecutive months due to long-term disability leave.
- I. If the Participant's employment or service with the Company terminates by reason of death or the Participant dies within five years after Retirement from the Company (as defined above), the Option shall be exercisable only to the extent vested as of the date of death and shall cease to be exercisable upon the earliest of (i) the first anniversary of the Participant's death, (ii) the Expiration Date, or (iii) the fifth anniversary of the Participant's termination date, as set forth in Paragraph B, above.
- J. Notwithstanding any other provision of these Standard Terms and Conditions, in the event of a Change in Control, the Option shall become immediately exercisable in full (unless it shall sooner have been surrendered for termination or have expired).

#### **5. RESTRICTIONS ON REALES OF OPTION SHARES**

The Company may impose such restrictions, conditions, and limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any shares of Stock issued as a result of the exercise of the Option, including (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other optionholders, and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

#### **6. TAXES**

The Participant acknowledges that the delivery of shares of Stock following exercise of the Option will generally give rise to a withholding tax obligation, and that the issuance of shares of Stock hereunder is conditioned on timely satisfying such withholding obligation. The Participant shall make arrangements satisfactory to the Company for satisfying such withholding obligations. The Administrator, in its sole discretion, may allow the Participant to satisfy all or part of such tax obligation through withholding of shares of Stock otherwise issuable to the Participant; the Participant transferring to Avnet nonrestricted shares of Stock previously owned by the Participant; and/or allowing the Participant to engage in a broker-assisted Regulation T simultaneous exercise and sale. No provision of the Plan, the Term Sheet, or these Standard Terms and Conditions shall be construed to transfer to the Company or any of its affiliates any responsibility of the Participant to pay any

income, employment, excise, or other taxes attributable to the grant or exercise of the Option or the disposition of the underlying shares.

## **7. NON-TRANSFERABILITY OF OPTION**

Except to the extent permitted by Section 4.D and this Section 7, the Option shall be exercisable during the Participant's lifetime only by the Participant. The Option may not be sold, transferred, pledged, assigned, exchanged, encumbered, or otherwise alienated or hypothecated, except (i) by testamentary disposition by the Participant or the laws of descent and distribution, or (ii) to the extent otherwise permitted by the Plan, if (and only if) approved by the Administrator in its sole discretion.

## **8. THE PLAN; DEFINED TERMS; ENTIRE AGREEMENT**

In addition to these Standard Terms and Conditions, the Option shall be subject to the terms of the Plan, which are incorporated into these Standard Terms and Conditions by this reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan, and the rules of construction set forth in the Plan shall also apply to these Standard Terms and Conditions.

The Term Sheet, these Standard Terms and Conditions, and the Plan constitute the entire understanding between the Participant and the Company regarding the Option. Any prior agreements, commitments or negotiations concerning the Option are superseded.

## **9. LIMITATION OF INTEREST IN SHARES SUBJECT TO OPTION**

Neither the Participant (individually or as a member of a group) nor any beneficiary or other person claiming under or through the Participant shall have any right, title, interest, or privilege in or to any shares of Stock allocated or reserved for the purpose of the Plan or subject to the Term Sheet or these Standard Terms and Conditions, except as to such shares of Stock, if any, that have been issued to such person upon exercise of the Option or any part of it. Nothing in the Plan, the Term Sheet, these Standard Terms and Conditions, or any other instrument executed pursuant to the Plan shall confer upon the Participant any right to continue in the Company's employ or service or limit in any way the Company's right to terminate the Participant's employment or service at any time and for any reason. As this grant was made in the absolute discretion of management and the Administrator, receipt of these Options does not confer upon the Participant any right to future awards or participation in any equity compensation program.

Neither the Award of this Option nor any shares of Stock issuable pursuant thereto shall be included in compensation for purposes of determining the amount payable to or on behalf of the Participant under any pension, savings, retirement, life insurance, or other employee or director benefits arrangement of the Company, unless otherwise determined by the plan sponsor.

## **10. GENERAL**

If any provision of these Standard Terms and Conditions is declared to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid, and enforceable, or otherwise deleted, and the remainder of these Standard Terms and Conditions shall not be affected except to the extent necessary to reform or delete such illegal, invalid, or unenforceable provision.

The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of these Standard Terms and Conditions, nor shall they affect its meaning, construction, or effect.

These Standard Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, beneficiaries, successors and assigns.

The Participant acknowledges that a copy of the Plan, the Plan prospectus, and Avnet's most recent annual report to its shareholders has been delivered to the Participant.

The Plan, the Term Sheet, and these Standard Terms and Conditions shall be governed, construed, interpreted, and administered solely in accordance with the laws of the state of New York, without regard to principles of conflicts of law.

All questions arising under the Plan, the Term Sheet, and these Standard Terms and Conditions shall be decided by the Administrator in its total and absolute discretion. It is expressly understood that the Administrator is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan, the Term Sheet, and these Standard Terms and Conditions; all such determinations shall be binding upon the Participant.

**Exhibit 10.3(c)**



These Standard Terms and Conditions for Incentive Stock Units (the "Standard Terms and Conditions") apply to any restricted stock unit granted under the Avnet, Inc. 2010 Stock Compensation Plan (the "Plan") that are identified as incentive or restricted stock units.

## **1. TERMS OF STOCK UNITS**

Avnet, Inc. ("Avnet") has granted to the Participant named in the attached award letter restricted stock units (the "Incentive Stock Units") covering the number of shares of its common stock (the "Stock") set forth in the award letter, subject to the conditions set forth in these Standard Terms and Conditions, and the Plan. For purposes of these Standard Terms and Conditions and the award letter, the "Company" refers to Avnet and its subsidiaries.

## **2. VESTING AND PERFORMANCE**

Subject to the provisions these Standard Terms and Conditions, 25% of the Incentive Stock Units will vest on the first business day of January in each of 20\_\_ through 20\_\_. Upon the vesting, one share of Stock shall be issuable for each Incentive Stock Unit that vests. Thereafter, Avnet shall transfer such Stock to the Participant. Such transfer shall occur during the Participant's tax year in which vesting occurs, as soon as practicable after the satisfaction of all required tax withholding obligations, securities law registration and other requirements, and applicable stock exchange listing.

The Participant shall not acquire or have any rights as a shareholder of Avnet by virtue of these Standard Terms and Conditions (or the Award evidenced thereby) until the shares of Stock issuable pursuant to this Award are actually issued and delivered to the Participant in accordance with the terms of the Plan and these Standard Terms and Conditions.

## **3. TERMINATION OF EMPLOYMENT OR SERVICE**

Except as provided below with respect to death or Retirement (as such term is defined below), if the Participant ceases to be employed by, or ceases providing services to, the Company for any reason before the Incentive Stock Units have vested pursuant to Paragraph 2, the Participant shall immediately forfeit all of the Incentive Stock Units without consideration therefor. This Section 3 shall apply to a Participant who has not provided services to the Company for twelve consecutive months due to long-term disability leave.

## **4. DEATH**

If the Participant's employment with the Company terminates by reason of the Participant's death, the Incentive Stock Units shall become immediately and fully vested and payable, and one share of Stock shall be issued for each Incentive Stock Unit on a date determined by the Company, which date shall be no later than 90 days after the Participant's death.

## **5. RETIREMENT**

If the Participant's employment or service with the Company terminates by reason of Retirement, the Incentive Stock Unit shall continue to vest in accordance with the schedule prescribed by Paragraph 2 (subject to acceleration in the event of death (pursuant to Paragraph 4) or a Change in Control (pursuant to Paragraph 6)). One share of Stock shall be delivered with respect to each vested Incentive Stock Unit at the time prescribed by Paragraph 2, Paragraph 4 or Paragraph 6, as applicable. For purposes hereof, a cessation of employment will be treated as a "Retirement" if (and only if) (a) the cessation of employment occurs after (I) the Participant has attained at least age 55 and been credited with at least five years of service with the Company and (II) the combination of the Participant's age plus years of service is no less than 65; and (b) the Participant has signed a non-competition agreement in a form acceptable to the Company.

## **6. CHANGE IN CONTROL**

In the event of a Change in Control (as such term is defined in the Plan), the Incentive Stock Units shall become immediately and fully vested and payable, and one share of Stock shall be issued for each Incentive Stock Unit no later than 10 days after the Change in Control.

## **7. TAXES**

The Participant acknowledges that Incentive Stock Units and shares of Stock provided under this Agreement are subject to income and employment tax withholding obligations and that, in some cases, withholding obligations will arise before shares are deliverable. The Participant shall make arrangements satisfactory to the Company for satisfying such withholding obligations. For Participants residing in the United States, Avnet will issue "net shares," meaning that shares will be withheld to cover estimated withholding tax liability. Participants residing in other countries are subject to the laws of the appropriate tax jurisdiction. No provision of the Plan, the award letter, or these Standard Terms and Conditions shall be construed to transfer to the Company or any of its affiliates any responsibility of the Participant to pay any income, employment, excise, or other taxes attributable to an Incentive Stock Unit.

## **8. THE PLAN; DEFINED TERMS; ENTIRE AGREEMENT**

In addition to these Standard Terms and Conditions, the Incentive Stock Units shall be subject to the terms of the Plan, which are incorporated into these Standard Terms and Conditions by this reference. Capitalized terms not otherwise defined herein

shall have the meaning set forth in the Plan, and the rules of construction set forth in the Plan shall also apply to these Standard Terms and Conditions.

The award letter, these Standard Terms and Conditions, and the Plan constitute the entire understanding between the Participant and the Company regarding the Incentive Stock Units. Any prior agreements, commitments or negotiations concerning the Incentive Stock Units are superseded.

## **9. RESTRICTIONS ON REALES**

The Company may impose such restrictions, conditions, and limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any shares of Stock issued pursuant to the Incentive Stock Units, including (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders of awards granted under the Plan, and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

## **10. SECTION 409A**

These Standard Terms and Conditions shall be interpreted consistent with the intent to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), such that there are no adverse tax consequences, interest, or penalties as a result of any amount paid or payable as a result of the award of the Incentive Stock Units. Any ambiguity or inconsistency in the provisions of these Standard Terms and Conditions shall be resolved consistent with such intent.

If, as of the Participant's "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code, as determined by the Company, the Participant is a "specified employee" (as determined by the Company in accordance with its guidelines established pursuant to Treas. Reg. § 1.409A-1(i)), any amount payable to the Participant upon such separation from service shall be subject to the six (6) month delay required by Section 409A(a)(2)(B)(i) of the Code; provided however, that such six (6) month delay shall not be required with respect to any payment for which the payment event is not such separation from service or with respect to any payment that is not subject to Section 409A by reason of the "short-term deferral" rule described in Treas. Reg. § 1.409A-1(b)(4) or otherwise.

## **11. NO ASSIGNMENT**

Incentive Stock Units granted under the Plan may not be sold, transferred, pledged, assigned, exchanged, encumbered or otherwise alienated or hypothecated until the Incentive Stock Units have vested and the corresponding shares of Stock have been issued, except to the limited extent permitted by the Plan and approved by the Administrator in its sole discretion.

## **12. GENERAL**

If any provision of these Standard Terms and Conditions is declared to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid, and enforceable, or otherwise deleted, and the remainder of these Standard Terms and Conditions shall not be affected except to the extent necessary to reform or delete such illegal, invalid, or unenforceable provision.

The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of these Standard Terms and Conditions, nor shall they affect its meaning, construction, or effect.

These Standard Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, beneficiaries, successors, and assigns.

The Participant acknowledges that a copy of the Plan, the Plan prospectus, and Avnet's most recent annual report to its shareholders has been delivered or made available to the Participant.

Nothing in the Plan, the award letter, these Standard Terms and Conditions, or any other instrument executed pursuant to the Plan shall confer upon the Participant any right to continue in the Company's employ or service or limit in any way the Company's right to terminate the Participant's employment or service at any time and for any reason. As this grant was made in the absolute discretion of management and the Administrator, receipt of this Award does not confer upon the Participant any right to future awards or participation in any equity compensation program.

Neither this Award nor any shares of Stock issuable hereunder shall be included in compensation for purposes of determining the amount payable to or on behalf of the Participant under any pension, savings, retirement, life insurance, severance, or other employee or director benefits arrangement of the Company, unless otherwise determined by the plan sponsor.

The Plan, the award letter, and these Standard Terms and Conditions shall be governed, construed, interpreted, and administered solely in accordance with the laws of the state of New York, without regard to principles of conflicts of law.

All questions arising under the Plan, the award letter, and these Standard Terms and Conditions shall be decided by the Administrator in its total and absolute discretion. It is expressly understood that the Administrator is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan, the award letter, and these Standard Terms and Conditions; all such determinations shall be binding upon the Participant.

**AVNET, INC.**  
**TERM SHEET FOR 2010 STOCK COMPENSATION PLAN**  
**PERFORMANCE STOCK UNIT AWARD**  
**FISCAL 20\_\_ — FISCAL 20\_\_ PERFORMANCE PERIOD**

Avnet, Inc. hereby grants to the Participant named below an award of performance stock units (the “Performance Stock Units” or “PSUs”) for the three-year Performance Period defined in the Standard Terms and Conditions, upon the terms and conditions set forth in this Term Sheet, the Avnet, Inc. 2010 Stock Compensation Plan (the “Plan”), and the Standard Terms and Conditions for Performance Stock Units (the “Standard Terms and Conditions”) attached to this Term Sheet.

Name of Participant:

Grant Date:

Target Number of Shares:

Vesting Schedule:

The vesting conditions for the PSUs are set forth in the Standard Terms and Conditions.

By accepting this award, the Participant acknowledges that he or she has received and read, and agrees that these PSUs shall be subject to, the terms of the Plan, this Term Sheet and the attached Standard Terms and Conditions.

AVNET, INC.

By: \_\_\_

Kevin Moriarty

Title: Senior Vice President &  
Chief Financial Officer

**AVNET, INC.**  
**2010 STOCK COMPENSATION PLAN**  
**STANDARD TERMS AND CONDITIONS FOR**  
**PERFORMANCE STOCK UNITS**  
**FISCAL 20\_\_ — FISCAL 20\_\_ PERFORMANCE PERIOD**

These Standard Terms and Conditions for Performance Stock Units (the “Standard Terms and Conditions”) apply to any Performance Stock Units granted under the Avnet, Inc. 2010 Stock Compensation Plan (the “Plan”) for the Fiscal 20\_\_ through Fiscal 20\_\_ Performance Period (as defined below) that are identified as performance stock units and evidenced by a Term Sheet or an action of the Administrator that refers to these Standard Terms and Conditions.

## 1. TERMS OF PERFORMANCE STOCK UNITS

Avnet, Inc. (“Avnet”) has granted to the Participant named in the attached Term Sheet performance stock units (the “Performance Stock Units” or “PSUs”), subject to the conditions set forth in the Term Sheet, these Standard Terms and Conditions, and the Plan. For purposes of these Standard Terms and Conditions and the Term Sheet, the “Company” refers to Avnet and its subsidiaries.

## 2. VESTING AND PERFORMANCE

The number of PSUs that become vested shall be determined based upon performance over a 3-year performance cycle, beginning as of \_\_\_, and ending on \_\_\_ (the “Performance Period”). Except as set forth elsewhere in these Standard Terms and Conditions, the vesting of the PSUs is subject to (a) the Participant remaining continuously employed by, or in the service of, the Company from the Grant Date through the last day of the 3-year Performance Period (as described in Section 3, below), and (b) Avnet achieving the Annual Relative Economic Profit Performance (“Annual Relative EP”) and Relative Total Shareholder Return Performance (“Relative TSR”) goals set forth below. For purposes hereof:

- “Annual Relative EP” means, with respect to each fiscal year in the Performance Period, Avnet’s economic profit per dollar of average capital for such fiscal year as compared to the economic profit per dollar of average capital of the companies in the S&P Supercomposite Technology Distributors Index—Sub-Industry Index, excluding Avnet (see Exhibit A) (the “Distributors Index”).
- “Economic profit” for a business means operating income after tax (assuming an effective tax rate of 35%), less a capital charge of 10% on the amount of capital invested in the business. For purposes hereof, “operating income” excludes certain items as determined by the Administrator, such as restructuring charges, asset writedowns, impairments, and financial impacts of accounting, tax, and regulatory changes, etc.
- “Relative TSR” means the percentile rank (from 0%ile for the lowest to 100%ile for the highest) of Avnet’s Total Shareholder Return compared to the individual total shareholder return of each company in the S&P MidCap 400 Information Technology Index, including Avnet, over the 3-year Performance Period (the “Technology Index”).
- “Total Shareholder Return” means, for each company in the Technology Index, the percentage calculated using the following formula:

$$\frac{\text{Average stock price at end of period} - \text{average stock price at start of period} + \text{dividends}}{\text{Average stock price at start of period}}$$

A company's average stock price at the start of the relevant period shall equal its 30-trading day average immediately before and including the start day, and a company's average stock price at the end of the relevant period shall equal its 30-trading day average immediately before and including the end day of the applicable period.

**Performance Goals.** The number of PSUs that become vested under this award (subject to satisfying the service conditions) shall equal the sum of (i) the Annual Relative EP portion, plus (ii) the Relative TSR portion, each as described below.

(i) **Annual Relative EP Portion.** The Annual Relative EP portion equals one-third of the annual Earned EP Percentage (described below) for each fiscal year, multiplied by the Target Number of Shares set forth in the Term Sheet, multiplied by 50%. The calculation includes the following elements:

- The annual Earned EP Percentage for each year shall be a percentage ranging from 0% to 200%, according to the following matrix:

|                             |      |     |      |      |      |
|-----------------------------|------|-----|------|------|------|
| Annual Relative EP          | -10% | -5% | 0%   | +5%  | +10% |
| Annual Earned EP Percentage | 0%   | 50% | 100% | 150% | 200% |

- If Avnet's Annual Relative EP for a year is between two achievement levels set forth in the table above, the annual Earned EP Percentage for the fiscal year shall be determined by linear interpolation.
- The Participant's total Earned EP Percentage will be one-third of the annual Earned EP Percentages for each fiscal year, as follows:

$$\text{Total Earned EP Percentage} = \frac{\text{Fiscal 20}\_\_\_\text{ Earned EP Percentage} \times 1/3 + \text{Fiscal 20}\_\_\_\text{ Earned EP Percentage} \times 1/3 + \text{Fiscal 20}\_\_\_\text{ Earned EP Percentage} \times 1/3}{3}$$

- The Participant's Annual Relative EP portion equals the Participant's total Earned EP Percentage times the Target Number of Shares times 50%.

(ii) **Relative TSR Portion.** The Relative TSR Portion equals the Earned TSR Percentage (described below) for the three-year Performance Period, multiplied by the Target Number of Shares set forth in the Term Sheet, multiplied by 50%. The Earned TSR Percentage shall be a percentage ranging from 0% to 200%, according to the following matrix:

|                                   |         |        |        |         |
|-----------------------------------|---------|--------|--------|---------|
| Relative TSR<br>(Percentile Rank) | <30%ile | 30%ile | 50%ile | 75%ile+ |
| Earned TSR Percentage             | 0%      | 50%    | 100%   | 200%    |

If Avnet's actual Relative TSR percentile rank is between two achievement levels set forth in the table above, the Earned TSR Percentage shall be determined by linear interpolation.

(iii) **Administrator's Determination.** The Administrator shall determine the Earned EP Percentage, Earned TSR Percentage, and number of PSUs that become vested in its sole discretion; provided that if the Participant is a "covered employee" under Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), the level of achievement shall be determined in a manner that satisfies the requirements under Section 162(m) of the Code for performance-based compensation and shall be evidenced by written certification of the Compensation Committee of Avnet's Board of Directors.

Except as expressly provided otherwise in Sections 4 through 6 herein below, any PSUs that do not vest in accordance with the foregoing shall be forfeited without consideration.

**Payout.** Following the vesting of all or a portion of the PSUs, one share of Avnet common stock ("Stock") shall be issuable for each PSU that vests (the "PSU Shares"). Thereafter, Avnet shall transfer such PSU Shares to the Participant. Such transfer shall occur as soon as practicable after the end of the 3-year Performance Period and satisfaction of all required tax withholding obligations, securities law registration and other requirements, and applicable stock exchange listing, and in any event no later than December 31st of the calendar year in which the 3-year Performance Period ends.

No fractional shares shall be issued with respect to vesting of PSUs.

The Participant shall not acquire or have any rights as a shareholder of Avnet by virtue of these Standard Terms and Conditions (or the Award evidenced thereby) until the PSU Shares issuable pursuant to this Award are actually issued and delivered to the Participant in accordance with the terms of the Plan and these Standard Terms and Conditions.

### 3. TERMINATION OF EMPLOYMENT OR SERVICE

Except as provided below with respect to death, disability, Retirement, or Change in Control, if the Participant ceases to be employed by or in the service of the Company for any reason before the end of the 3-year Performance Period, the Participant shall immediately forfeit all of the PSUs without consideration.

#### **4. DEATH OR DISABILITY OF PARTICIPANT**

If the Participant's employment with or service to the Company terminates or ceases by reason of the Participant's death or disability (as determined by the Administrator in its sole discretion), the Participant shall vest in a pro-rata share of the PSUs equal to the number of PSUs that would have become vested had the Participant remained continuously employed by, or provided services to, the Company through the end of the 3-year Performance Period (based on Avnet's performance through the end of the 3-year Performance Period), multiplied by a fraction, the numerator of which is the number of full calendar quarters in the Performance Period that have been completed as of the date of death or disability, and the denominator of which is 12. Unless the provisions of Section 5, below, apply, this Section 4 shall apply to a Participant who has not provided services to the Company for twelve consecutive months by reason of long-term disability leave. The number of PSU Shares payable (before application of the pro-rata rule set forth in this Section 4) and the timing of the transfer of such PSU Shares shall be determined in accordance with Section 2, above (without regard to the service requirement set forth therein). All non-vested PSUs shall be forfeited.

#### **5. RETIREMENT**

If the Participant's employment or service with the Company terminates by reason of Retirement (as defined herein), the Participant shall vest in the PSUs equal to the number of PSUs that would have become vested had the Participant remained continuously employed by the Company through the end of the 3-year Performance Period (based on Avnet's relative performance through the end of the 3-year Performance Period). For purposes hereof, a cessation of employment will be treated as a "Retirement" if (and only if) (a) the cessation of employment occurs after (I) the Participant has attained at least age 55 and been credited with at least five years of service with the Company and (II) the combination of the Participant's age plus years of service is no less than 65; and (b) the Participant has signed a non-competition agreement in a form acceptable to the Company. The number of PSU Shares payable and the timing of the transfer of such PSU Shares shall be determined in accordance with Section 2, above (without regard to the service requirement set forth therein). All non-vested PSUs shall be forfeited.

#### **6. CHANGE IN CONTROL**

In the event of a Change in Control, the Participant shall immediately become fully vested in the Target Number of Shares set forth in the Term Sheet, and the Participant shall be entitled to receive one share of Stock for each such vested PSU. Such PSU Shares shall be transferred to the Participant upon the Change in Control; provided, however, that if a change described in Treas. Reg. § 1.409A-3(i)(5) has not occurred, the transfer shall occur at the time prescribed by Section 2, above (*i.e.*, after the end of the 3-year Performance Period).

#### **7. TAXES**

The Participant acknowledges that the delivery of PSU Shares will generally give rise to a withholding tax obligation, and that the issuance of shares of Stock hereunder is conditioned on timely satisfying such withholding obligation. The Participant shall make arrangements satisfactory to the Company for satisfying such withholding obligations. For Participants residing in the United States, Avnet will issue "net shares," meaning that shares will be withheld to cover the estimated withholding tax liability. Participants residing in other countries are subject to the laws of the appropriate tax jurisdiction.

This award is intended to comply with the requirements of Section 409A of the Code (as necessary to avoid adverse tax consequences thereunder) and shall be interpreted consistent with such intent.

No provision of the Plan, the Term Sheet, or these Standard Terms and Conditions shall be construed to transfer to the Company or any of its affiliates any responsibility of the Participant to pay any income, employment, excise, or other taxes attributable to a PSU.

#### **8. THE PLAN; DEFINED TERMS; ENTIRE AGREEMENT**

In addition to these Standard Terms and Conditions, the Performance Stock Units shall be subject to the terms of the Plan, which are incorporated into these Standard Terms and Conditions by this reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan, and the rules of construction set forth in the Plan shall also apply to these Standard Terms and Conditions.

The Term Sheet, these Standard Terms and Conditions, and the Plan constitute the entire understanding between the Participant and the Company regarding the PSUs. Any prior agreements, commitments or negotiations concerning the PSUs are superseded.

#### **9. RESTRICTIONS ON REALES**

The Company may impose such restrictions, conditions, and limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any shares of Stock issued pursuant to the PSUs, including (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders of awards granted under the Plan, and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

#### **10. COMPENSATION RECOUPMENT POLICY**

This Award shall be subject to the terms and conditions of the Company's compensation 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. NO ASSIGNMENT**

Performance Stock Units granted under the Plan may not be sold, transferred, pledged, assigned, exchanged, encumbered or otherwise alienated or hypothecated until after the PSUs have vested and the corresponding shares of Stock have been issued, except to the limited extent permitted by the Plan and approved by the Administrator in its sole discretion.

## 12. GENERAL

If any provision of these Standard Terms and Conditions is declared to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid, and enforceable, or otherwise deleted, and the remainder of these Standard Terms and Conditions shall not be affected except to the extent necessary to reform or delete such illegal, invalid, or unenforceable provision.

The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of these Standard Terms and Conditions, nor shall they affect its meaning, construction, or effect.

These Standard Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, beneficiaries, successors, and assigns.

The Participant acknowledges that a copy of the Plan, the Plan prospectus, and Avnet's most recent annual report to its shareholders has been delivered to the Participant.

Nothing in the Plan, the Term Sheet, these Standard Terms and Conditions, or any other instrument executed pursuant to the Plan shall confer upon the Participant any right to continue in the Company's employ or service or limit in any way the Company's right to terminate the Participant's employment or service at any time and for any reason. As this grant was made in the absolute discretion of management and the Administrator, receipt of this Award does not confer upon the Participant any right to future awards or participation in any equity compensation program.

Neither this Award nor any shares of Stock issuable hereunder shall be included in compensation for purposes of determining the amount payable to or on behalf of the Participant under any pension, savings, retirement, life insurance, severance or other employee or director benefits arrangement of the Company, unless otherwise determined by the plan sponsor.

The Plan, the Term Sheet, and these Standard Terms and Conditions shall be governed, construed, interpreted, and administered solely in accordance with the laws of the state of New York, without regard to principles of conflicts of law.

All questions arising under the Plan, the Term Sheet, and these Standard Terms and Conditions shall be decided by the Administrator in its total and absolute discretion. It is expressly understood that the Administrator is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan, the Term Sheet, and these Standard Terms and Conditions; all such determinations shall be binding upon the Participant.

### EXHIBIT A

The S&P Supercomposite Technology Distributors Index Sub-Industry (excluding Avnet) currently consists of:

- Agilysys, Inc.
- Anixter International Inc.
- Arrow Electronics, Inc.
- Ingram Micro Inc.
- Insight Enterprises, Inc.
- ScanSource, Inc.
- SYNEX Corporation
- Tech Data Corporation

Note that the companies that make up this index may be revised prior to vesting of the PSUs depending upon, among other items, mergers, acquisitions and failure to publicly provide financial information.