

The Directors
Avnet, Inc

5 July 2016

Dear Sirs,

In connection with your consideration of a possible offer to acquire the entire issued and to be issued share capital of Premier Farnell plc (**Premier Farnell**) (the **Proposed Transaction**), Premier Farnell proposes to provide Avnet, Inc (**Avnet**) with certain Information. This letter sets out the terms on which Premier Farnell agrees to provide Avnet with such Information.

The terms of this letter shall be subject to the terms of (i) the confidentiality agreement between Premier Farnell and Avnet, dated 11 January 2016 which sets out the terms pursuant to which Premier Farnell and Avnet will use and disclose Information in the context of the Proposed Transaction and (ii) the Clean Team Deed between Premier Farnell and Avnet (the **CTD**) to be entered into on or around the date of this deed in respect of competitively sensitive information (and such terms are deemed to be incorporated in this letter). For the avoidance of doubt, the CTD shall take precedence over the terms of this letter and the appended guidelines, in the event of any conflict.

In this letter:

Authorised Recipients means, in relation to Avnet, to the extent that they need access to Information for the purposes of or in connection with evaluating, negotiating or advising in connection with the Proposed Transaction: (a) those of your respective group undertakings and their respective officers, employees, professional advisers, agents and representatives; and (b) officers, employees and partners of your professional advisers, agents and representatives or of their respective group undertakings;

Information means all information of whatever nature supplied to you or to your Authorised Recipients by or on behalf of Premier Farnell, whether orally, in writing or in any other form or medium and whether before or after the date of this letter, in connection with the Proposed Transaction, together with all Secondary Information; and

Secondary Information means, in relation to each of us, all reports, analyses, compilations, studies, memoranda or other documents, materials or information prepared by, on behalf of, or for Avnet to the extent they contain, derive from or reflect or are generated from any Information supplied to Avnet or its Authorised Recipients by or on behalf of Premier Farnell.

In consideration of the disclosure of Information, Avnet agrees and undertakes to Premier Farnell in relation to the Information as follows:

1. Exchange of Information

To the extent that any Information is Category 1 Information (as defined in paragraph 8 of the Appendix) but not subject to the restrictions under the CTD, you shall adhere to the Guidelines on Information Exchange appended to this letter in respect of such Information.

2. Exceptions

2.1 The undertakings in paragraph 1 above shall not apply to Information which:

- (a) at the time of supply is in the public domain;
- (b) subsequently comes into the public domain, except through breach of the undertakings set out in this letter;
- (c) is, on the date of this letter, already in the lawful possession of Avnet (as evidenced by written records); or
- (d) subsequently comes lawfully into the possession of Avnet, from a third party who does not owe Premier Farnell or any of its affiliates an obligation of confidence in relation to it.

2.2 The undertakings in paragraph 1 above shall not apply if, and to the extent that, Avnet is required to disclose any Information by law, rule, regulation or any judicial, governmental or competent supervisory or regulatory body (including, without limitation, any securities exchange and The Panel on Takeovers and Mergers), provided that the disclosing party shall, to the extent reasonably practicable and permitted by such law, rule, regulation or judicial, governmental or competent supervisory or regulatory body, consult Premier Farnell or its professional advisors before such disclosure on the proposed form, timing, nature and purpose of the disclosure.

3. Breach

Without affecting any other rights or remedies that we each may have, we each acknowledge that a person with rights under this letter may be irreparably harmed by a breach of its terms and that damages alone may not be an adequate remedy. Accordingly, a person bringing a claim under this letter may be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms and such remedies may be available without proof of actual damage.

4. General

- 4.1 We each acknowledge and agree that the undertakings set out in this letter shall survive completion of our negotiations, whether or not the Proposed Transaction is implemented but, in any event, except as otherwise provided in this letter, shall be terminated on the earlier of: (i) 11 January 2018; or (ii) the date on which the offer becomes unconditional in all respects or the Proposed Transaction becomes effective.
- 4.2 Each of Premier Farnell and Avnet agrees not to disclose this letter, its existence, or its terms to anyone except insofar as permitted under the terms of this letter or to their outside counsel instructed in relation to the Proposed Transaction. For this purpose, paragraph 2.2 above shall apply for the benefit of Premier Farnell, with the necessary changes having been made and Premier Farnell and Avnet shall be permitted to disclose the existence of this letter and its terms to The Panel on Takeovers and Mergers and any other regulatory or antitrust authority.
- 4.3 If any provision of this letter is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this letter, but without invalidating any of the remaining provisions.
- 4.4 No failure or delay by either of us in exercising any right, power or privilege under this letter shall operate as a waiver of it, nor will any single or partial exercise of any right, power or privilege under

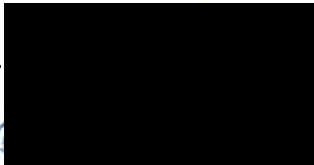
this letter preclude any other or further exercise of it or of any other right, power or privilege under this letter or otherwise.

- 4.5 We each confirm that we are acting in this matter as principal and not as an agent or broker for any other person.
- 4.6 The terms of this letter may not be varied or terminated without the prior written consent of each of Premier Farnell and Avnet.
5. **Third parties**
- 5.1 Save as expressly set out in this letter, a person who is not party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
6. **Governing law and jurisdiction**

This letter, any non-contractual obligations arising out of or in connection with it, including any non-contractual obligations arising out of or in connection with the negotiation of the Proposed Transaction, and the relationship between the parties shall be governed by English law. The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to any non-contractual obligations arising out of or in connection with this letter) and we each irrevocably submit to the exclusive jurisdiction of the English courts.

Please confirm your agreement by signing and returning to us a copy of this letter.

Yours faithfully,



By
Name: JOE CZERWINSKI
Title: CEO
for and on behalf of
Premier Farnell plc

Agreed and Accepted:



By
Name: Rick Hamada
Title: CEO
for and on behalf of
Avnet, Inc

Dated 5 July 2016