
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended April 2, 2022

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File #1-4224

AVNET, INC.

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction
of incorporation or organization)

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

11-1890605
(IRS Employer
Identification No.)

85034
(Zip Code)

(480) 643-2000

(Registrant's telephone number, including area code.)

N/A

(Former name, former address and former fiscal year, if changed since last report.)

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

<u>Title of Each Class</u>	<u>Trading Symbol</u>	<u>Name of Each Exchange on Which registered:</u>
Common stock, par value \$1.00 per share	AVT	Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).
Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer
Non-accelerated Filer
Emerging Growth Company

Accelerated Filer
Smaller Reporting Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of April 20, 2022, the total number of shares outstanding of the registrant's Common Stock was 97,681,729 shares, net of treasury shares.

AVNET, INC. AND SUBSIDIARIES
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PART I
FINANCIAL INFORMATION

Item 1. *Financial Statements*

AVNET, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Unaudited)

	April 2, 2022	July 3, 2021
	(Thousands, except share amounts)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 199,457	\$ 199,691
Receivables	4,164,573	3,576,130
Inventories	3,680,821	3,236,837
Prepaid and other current assets	172,792	150,763
Total current assets	<u>8,217,643</u>	<u>7,163,421</u>
Property, plant and equipment, net	323,420	368,452
Goodwill	805,384	838,105
Intangible assets, net	15,975	28,539
Operating lease assets	245,149	265,988
Other assets	174,102	260,917
Total assets	<u>\$ 9,781,673</u>	<u>\$ 8,925,422</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Short-term debt	\$ 424,182	\$ 23,078
Accounts payable	2,968,845	2,401,357
Accrued expenses and other	616,079	572,457
Short-term operating lease liabilities	56,682	58,346
Total current liabilities	<u>4,065,788</u>	<u>3,055,238</u>
Long-term debt	922,041	1,191,329
Long-term operating lease liabilities	216,609	239,838
Other liabilities	320,515	354,833
Total liabilities	<u>5,524,953</u>	<u>4,841,238</u>
Commitments and contingencies (Note 7)		
Shareholders' equity:		
Common stock \$1.00 par; authorized 300,000,000 shares; issued 97,980,213 shares and 99,601,393 shares, respectively	97,980	99,601
Additional paid-in capital	1,644,715	1,622,160
Retained earnings	2,799,792	2,516,170
Accumulated other comprehensive loss	(285,767)	(153,747)
Total shareholders' equity	<u>4,256,720</u>	<u>4,084,184</u>
Total liabilities and shareholders' equity	<u>\$ 9,781,673</u>	<u>\$ 8,925,422</u>

See notes to consolidated financial statements.

AVNET, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Third Quarters Ended		Nine Months Ended	
	April 2, 2022	April 3, 2021	April 2, 2022	April 3, 2021
	(Thousands, except per share amounts)			
Sales	\$ 6,488,143	\$ 4,916,714	\$ 17,938,055	\$ 14,307,945
Cost of sales	5,675,110	4,348,364	15,752,295	12,712,262
Gross profit	813,033	568,350	2,185,760	1,595,683
Selling, general and administrative expenses	512,364	463,092	1,499,904	1,376,333
Russian-Ukraine conflict related expenses (Note 2)	26,261	—	26,261	—
Restructuring, integration and other expenses	—	17,574	5,272	55,943
Operating income	274,408	87,684	654,323	163,407
Other (expense) income, net	(469)	4,779	858	(16,052)
Interest and other financing expenses, net	(25,914)	(22,342)	(70,388)	(66,128)
Income before taxes	248,025	70,121	584,793	81,227
Income tax expense (benefit)	64,608	(37,363)	139,237	(26,532)
Net income	\$ 183,417	\$ 107,484	\$ 445,556	\$ 107,759
Earnings per share:				
Basic	\$ 1.86	\$ 1.08	\$ 4.50	\$ 1.09
Diluted	\$ 1.84	\$ 1.07	\$ 4.44	\$ 1.08
Shares used to compute earnings per share:				
Basic	98,659	99,542	99,113	99,125
Diluted	99,486	100,247	100,296	100,013
Cash dividends paid per common share	\$ 0.26	\$ 0.21	\$ 0.74	\$ 0.63

See notes to consolidated financial statements.

AVNET, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

	<u>Third Quarters Ended</u>		<u>Nine Months Ended</u>	
	<u>April 2, 2022</u>	<u>April 3, 2021</u>	<u>April 2, 2022</u>	<u>April 3, 2021</u>
	(Thousands)			
Net income	\$ 183,417	\$ 107,484	\$ 445,556	\$ 107,759
Other comprehensive income, net of tax:				
Foreign currency translation and other	(66,033)	(65,021)	(144,052)	145,352
Pension adjustments, net	4,009	3,983	12,032	17,589
Total comprehensive income	<u>\$ 121,393</u>	<u>\$ 46,446</u>	<u>\$ 313,536</u>	<u>\$ 270,700</u>

See notes to consolidated financial statements.

AVNET, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(Unaudited)

	Common Stock- Shares	Common Stock- Amount	Additional Paid-In Capital	Retained Earnings (Thousands)	Accumulated Other Comprehensive (Loss) Income	Total Shareholders' Equity
Balance, July 3, 2021	99,601	\$ 99,601	\$ 1,622,160	\$ 2,516,170	\$ (153,747)	\$ 4,084,184
Net income	—	—	—	111,318	—	111,318
Translation adjustments and other	—	—	—	—	(29,036)	(29,036)
Pension liability adjustments, net	—	—	—	—	4,012	4,012
Cash dividends	—	—	—	(23,893)	—	(23,893)
Repurchases of common stock	(275)	(275)	—	(10,228)	—	(10,503)
Stock-based compensation	10	10	9,507	—	—	9,517
Balance, October 2, 2021	99,336	99,336	1,631,667	2,593,367	(178,771)	4,145,599
Net income	—	—	—	150,821	—	150,821
Translation adjustments and other	—	—	—	—	(48,982)	(48,982)
Pension liability adjustments, net	—	—	—	—	4,010	4,010
Cash dividends	—	—	—	(23,749)	—	(23,749)
Repurchases of common stock	(921)	(921)	—	(34,421)	—	(35,342)
Stock-based compensation	15	15	10,854	—	—	10,869
Balance, January 1, 2022	98,430	98,430	1,642,521	2,686,018	(223,743)	4,203,226
Net income	—	—	—	183,417	—	183,417
Translation adjustments and other	—	—	—	—	(66,033)	(66,033)
Pension liability adjustments, net	—	—	—	—	4,009	4,009
Cash dividends	—	—	—	(25,612)	—	(25,612)
Repurchases of common stock	(1,101)	(1,101)	—	(44,031)	—	(45,132)
Stock-based compensation	651	651	2,194	—	—	2,845
Balance, April 2, 2022	97,980	\$ 97,980	\$ 1,644,715	\$ 2,799,792	\$ (285,767)	\$ 4,256,720

	Common Stock- Shares	Common Stock- Amount	Additional Paid-In Capital	Retained Earnings (Thousands)	Accumulated Other Comprehensive (Loss) Income	Total Shareholders' Equity
Balance, June 27, 2020	98,793	\$ 98,793	\$ 1,594,140	\$ 2,421,845	\$ (388,380)	\$ 3,726,398
Net loss	—	—	—	(18,889)	—	(18,889)
Translation adjustments and other	—	—	—	—	90,373	90,373
Pension liability adjustments, net	—	—	—	—	9,623	9,623
Cash dividends	—	—	—	(20,756)	—	(20,756)
Effects of new accounting principles, net	—	—	—	(14,480)	—	(14,480)
Stock-based compensation	51	51	5,191	—	—	5,242
Balance, October 3, 2020	98,844	98,844	1,599,331	2,367,720	(288,384)	3,777,511
Net income	—	—	—	19,163	—	19,163
Translation adjustments and other	—	—	—	—	120,000	120,000
Pension liability adjustments, net	—	—	—	—	3,983	3,983
Cash dividends	—	—	—	(20,756)	—	(20,756)
Stock-based compensation	18	18	10,814	—	—	10,832
Balance, January 2, 2021	98,862	98,862	1,610,145	2,366,127	(164,401)	3,910,733
Net income	—	—	—	107,484	—	107,484
Translation adjustments and other	—	—	—	—	(65,021)	(65,021)
Pension liability adjustments, net	—	—	—	—	3,983	3,983
Cash dividends	—	—	—	(20,888)	—	(20,888)
Stock-based compensation	627	627	969	—	—	1,596
Balance, April 3, 2021	99,489	\$ 99,489	\$ 1,611,114	\$ 2,452,723	\$ (225,439)	\$ 3,937,887

See notes to consolidated financial statements.

AVNET, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Nine Months Ended	
	April 2, 2022	April 3, 2021
	(Thousands)	
Cash flows from operating activities:		
Net income	\$ 445,556	\$ 107,759
Non-cash and other reconciling items:		
Depreciation	65,719	67,462
Amortization	12,034	35,730
Amortization of operating lease assets	40,298	42,054
Deferred income taxes	1,423	11,510
Stock-based compensation	28,638	22,293
Impairments	—	15,166
Other, net	47,667	7,558
Changes in (net of effects from businesses acquired and divested):		
Receivables	(880,957)	(405,700)
Inventories	(549,999)	63,017
Accounts payable	628,822	224,151
Accrued expenses and other, net	141,381	6,526
Net cash flows (used) provided by operating activities	<u>(19,418)</u>	<u>197,526</u>
Cash flows from financing activities:		
Borrowings under accounts receivable securitization, net	57,400	—
Repayments under senior unsecured credit facility, net	—	(232,347)
Borrowings (repayments) under bank credit facilities and other debt, net	117,982	(2,192)
Repurchases of common stock	(88,952)	—
Dividends paid on common stock	(73,253)	(62,400)
Other, net	(16,853)	(11,455)
Net cash flows used for financing activities	<u>(3,676)</u>	<u>(308,394)</u>
Cash flows from investing activities:		
Purchases of property, plant and equipment	(33,679)	(39,001)
Acquisitions of assets and businesses	—	(18,371)
Proceeds from liquidation of Company owned life insurance policies	84,343	—
Other, net	724	6,201
Net cash flows provided (used) for investing activities	<u>51,388</u>	<u>(51,171)</u>
Effect of currency exchange rate changes on cash and cash equivalents	(28,528)	7,750
Cash and cash equivalents:		
— decrease	(234)	(154,289)
— at beginning of period	199,691	477,038
— at end of period	<u>\$ 199,457</u>	<u>\$ 322,749</u>

See notes to consolidated financial statements.

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Basis of presentation and new accounting pronouncements

In the opinion of management, the accompanying unaudited interim consolidated financial statements contain all adjustments necessary to present fairly Avnet, Inc. and its consolidated subsidiaries' (collectively, the "Company" or "Avnet") financial position, results of operations, comprehensive income and cash flows. All such adjustments are of a normal recurring nature.

Preparing financial statements in accordance with generally accepted accounting principles in the United States ("GAAP") requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements. Actual results may differ from these estimates and assumptions.

Interim results of operations do not necessarily indicate the results to be expected for the full fiscal year. The information included in this Form 10-Q should be read in conjunction with the consolidated financial statements and accompanying notes included in the Company's Annual Report on Form 10-K for the fiscal year ended July 3, 2021.

Fiscal year

The Company operates on a "52/53 week" fiscal year, and fiscal 2022 contains 52 weeks compared to fiscal 2021, which contained 53 weeks. As a result, the first nine months of fiscal 2022, contained 39 weeks compared to the first nine months of fiscal 2021, which contained 40 weeks.

Recently adopted accounting pronouncements

In December 2019, the FASB issued ASU No. 2019-12, *Simplifying the Accounting for Income Taxes (Topic 740)* ("ASU No. 2019-12"), which simplifies income tax accounting, eliminates certain exceptions within ASC Topic 740, *Income Taxes*, and clarifies certain aspects of the current guidance to promote consistency among reporting entities. Most amendments within ASU No. 2019-12 are required to be applied on a prospective basis, while certain amendments must be applied on a retrospective or modified retrospective basis. The Company's adoption of ASU No. 2019-12 beginning the first quarter of fiscal 2022 did not have a material impact on the Company's consolidated financial statements.

Recently issued accounting pronouncements

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting* ("ASU No. 2020-04"), which provides optional guidance to ease the potential burden in accounting for reference rate reform on financial reporting. The new guidance provides optional expedients and exceptions for applying GAAP to transactions affected by reference rate reform if certain criteria are met. In January 2021, the FASB issued ASU No. 2021-01, *Reference Rate Reform (Topic 848): Scope* ("ASU No. 2021-01"), to clarify certain optional expedients and exceptions in Topic 848 for contract modifications and hedge accounting to apply to derivatives that are affected by the discounting transition. Both ASU No. 2020-04 and ASU No. 2021-01 are effective upon issuance through December 31, 2022. The Company plans to adopt ASU 2020-04 and ASU 2021-01 when LIBOR is discontinued and does not currently expect a material impact on the Company's consolidated financial statements.

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

2. Receivables and Russian-Ukraine conflict related expenses

The Company's receivables and allowance for credit losses were as follows:

	April 2, 2022	July 3, 2021
	(Thousands)	
Receivables	\$ 4,279,564	\$ 3,664,290
Allowance for Credit Losses	(114,991)	(88,160)

The Company had the following activity in the allowance for credit losses during the first nine months of fiscal 2022 and 2021:

	April 2, 2022	April 3, 2021
	(Thousands)	
Balance at beginning of the period	\$ 88,160	\$ 65,018
Effect of adopting credit loss accounting standard	—	17,205
Credit Loss Provisions	21,746	7,370
Russian-Ukraine conflict Credit Loss Provisions	17,202	—
Credit Loss Recoveries	(300)	(192)
Receivables Write offs	(9,194)	(5,666)
Foreign Currency Effect and Other	(2,623)	2,054
Balance at end of the period	<u>\$ 114,991</u>	<u>\$ 85,789</u>

As a direct and incremental impact associated with the Russian invasion of Ukraine, the Company incurred \$26.3 million of expense, primarily related to \$17.2 million of credit loss provisions associated with accounts receivable from Russian customers that are no longer considered collectible. The remaining \$9.1 million of expenses were related to product write downs and other costs associated with the wind-down of the Company's business operations in Russia and Ukraine.

3. Goodwill and intangible assets

Goodwill

The following table presents the change in goodwill by reportable segment for the nine months ended April 2, 2022.

	Electronic Components	Farnell (Thousands)	Total
Carrying value at July 3, 2021 ⁽¹⁾	\$ 310,582	\$ 527,523	\$ 838,105
Foreign currency translation	(9,057)	(23,664)	(32,721)
Carrying value at April 2, 2022 ⁽¹⁾	<u>\$ 301,525</u>	<u>\$ 503,859</u>	<u>\$ 805,384</u>

⁽¹⁾ Includes accumulated impairments of \$1,482,677 from prior fiscal years.

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

Intangible Assets

The following table presents the Company's acquired intangible assets at April 2, 2022 and July 3, 2021, respectively.

	April 2, 2022			July 3, 2021		
	Acquired Amount	Accumulated Amortization	Net Book Value	Acquired Amount ⁽¹⁾	Accumulated Amortization	Net Book Value
	(Thousands)					
Customer related	\$ 311,226	\$ (301,348)	\$ 9,878	\$ 324,416	\$ (312,392)	\$ 12,024
Trade name	54,569	(49,486)	5,083	57,184	(45,019)	12,165
Technology and other	55,120	(54,106)	1,014	57,809	(53,459)	4,350
	<u>\$ 420,915</u>	<u>\$ (404,940)</u>	<u>\$ 15,975</u>	<u>\$ 439,409</u>	<u>\$ (410,870)</u>	<u>\$ 28,539</u>

⁽¹⁾ Acquired amount reduced by impairment of \$17,473 from prior fiscal years.

Intangible asset amortization expense was \$3.1 million and \$5.3 million for the third quarters of fiscal 2022 and 2021, respectively, and \$12.0 million and \$35.7 million for the first nine months of fiscal 2022 and 2021, respectively.

The following table presents the estimated future amortization expense for the remainder of fiscal 2022 and the next five fiscal years (in thousands):

<u>Fiscal Year</u>	
Remainder of fiscal 2022	\$ 3,059
2023	6,428
2024	3,176
2025	1,472
2026	1,472
2027	368
Total	<u>\$ 15,975</u>

4. Debt

Short-term debt consists of the following (carrying balances in thousands):

	April 2, 2022	July 3, 2021	April 2, 2022	July 3, 2021
	Interest Rate		Carrying Balance	
Other short-term debt and accounts receivable securitization program	0.99 %	1.24 %	\$ 74,182	\$ 23,078
Public notes due December 2022	4.88 %	—	350,000	—
Short-term debt			<u>\$ 424,182</u>	<u>\$ 23,078</u>

Other short-term debt consists primarily of various committed and uncommitted lines of credit and other forms of bank debt with financial institutions utilized primarily to support the working capital requirements of the Company, including its foreign operations.

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

Long-term debt consists of the following (carrying balances in thousands):

	April 2, 2022	July 3, 2021	April 2, 2022	July 3, 2021
	Interest Rate		Carrying Balance	
Revolving credit facilities:				
Accounts receivable securitization program	1.19 %	—	\$ 80,300	\$ —
Credit Facility (due June 2023)	—	—	—	—
Public notes due:				
December 2022	—	4.88 %	—	350,000
April 2026	4.63 %	4.63 %	550,000	550,000
May 2031	3.00 %	3.00 %	300,000	300,000
Other long-term debt	0.00 %	1.22 %	157	1,185
Long-term debt before discount and debt issuance costs			930,457	1,201,185
Discount and debt issuance costs – unamortized			(8,416)	(9,856)
Long-term debt			<u>\$ 922,041</u>	<u>\$ 1,191,329</u>

In August 2021, the Company amended and extended for two years its trade accounts receivable securitization program (the “Securitization Program”) in the United States with a group of financial institutions. The Securitization Program allows the Company to transfer, on an ongoing revolving basis, an undivided interest in a designated pool of trade accounts receivable, to provide security or collateral for borrowings of up to a maximum of \$450 million. The Securitization Program does not qualify for off balance sheet accounting treatment and any borrowings under the Securitization Program are recorded as debt in the consolidated balance sheets. Under the Securitization Program, the Company legally sells and isolates certain U.S. trade accounts receivable into a wholly owned and consolidated bankruptcy remote special purpose entity. Such receivables, which are recorded within “Receivables” in the consolidated balance sheets, totaled \$1.09 billion and \$717.4 million at April 2, 2022, and July 3, 2021, respectively. The Securitization Program contains certain covenants relating to the quality of the receivables sold. Interest on borrowings is calculated using a one-month LIBOR rate plus a spread of 0.75%. The facility fee on the unused balance of the facility is up to 0.35%.

The Company has a five-year \$1.25 billion revolving credit facility (the “Credit Facility”) with a syndicate of banks, which expires in June 2023. It consists of revolving credit facilities and the issuance of up to \$200.0 million of letters of credit and up to \$300.0 million of loans in certain approved currencies. Subject to certain conditions, the Credit Facility may be increased up to \$1.50 billion. Under the Credit Facility, the Company may select from various interest rate options, currencies, and maturities. The Credit Facility contains certain covenants including various limitations on debt incurrence, share repurchases, dividends, investments, and capital expenditures. The Credit Facility also includes financial covenants requiring the Company to maintain minimum interest coverage and leverage ratios, which the Company was in compliance with as of April 2, 2022, and July 3, 2021.

As of April 2, 2022, and July 3, 2021, there were \$1.2 million and \$1.3 million, respectively, in letters of credit issued under the Credit Facility.

As of April 2, 2022, the carrying value and fair value of the Company’s total debt was \$1.35 billion and \$1.35 billion, respectively. At July 3, 2021, the carrying value and fair value of the Company’s total debt was \$1.21 billion and \$1.30 billion, respectively. Fair value for the public notes was estimated based upon quoted market prices and, for other forms of debt, fair value approximates carrying value due to the market based variable nature of the interest rates on those debt facilities.

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

5. Leases

Substantially all the Company's leases are classified as operating leases and are predominately related to real property for distribution centers, office space, and integration facilities with a lease term of up to 16 years. The Company's equipment leases are primarily for automobiles and equipment and are not material to the consolidated financial statements.

The components of lease cost related to the Company's operating leases were as follows (in thousands):

	Third Quarters Ended		Nine Months Ended	
	April 2, 2022	April 3, 2021	April 2, 2022	April 3, 2021
Operating lease cost	\$ 17,220	\$ 18,608	\$ 52,196	\$ 55,105
Variable lease cost	6,853	5,584	19,704	17,296
Total lease cost	\$ 24,073	\$ 24,192	\$ 71,900	\$ 72,401

Future minimum operating lease payments as of April 2, 2022, are as follows (in thousands):

Fiscal Year	
Remainder of fiscal 2022	\$ 18,447
2023	62,316
2024	45,467
2025	35,680
2026	30,059
Thereafter	135,164
Total future operating lease payments	327,133
Total imputed interest on operating lease liabilities	(53,842)
Total operating lease liabilities	\$ 273,291

Other information pertaining to operating leases consists of the following:

	Nine Months Ended	
	April 2, 2022	April 3, 2021
Operating Lease Term and Discount Rate		
Weighted-average remaining lease term in years	8.8	9.2
Weighted-average discount rate	3.8 %	3.8 %

Supplemental cash flow information related to the Company's operating leases was as follows (in thousands):

	Nine Months Ended	
	April 2, 2022	April 3, 2021
Supplemental Cash Flow Information:		
Cash paid for operating lease liabilities	\$ 43,109	\$ 44,219
Operating lease assets obtained from new operating lease liabilities	25,897	36,150

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

6. Derivative financial instruments

Many of the Company's subsidiaries purchase and sell products in currencies other than their functional currencies, which subjects the Company to the risks associated with fluctuations in currency exchange rates. The Company uses economic hedges to reduce this risk utilizing natural hedging (*i.e.*, offsetting receivables and payables in the same foreign currency) and creating offsetting positions through the use of derivative financial instruments (primarily forward foreign exchange contracts typically with maturities of less than 60 days, but no longer than one year). The Company continues to have exposure to foreign currency risks to the extent they are not economically hedged. The Company adjusts any economic hedges to fair value through the consolidated statements of operations primarily within "Other expense, net." The fair value of forward foreign exchange contracts, which are based upon Level 2 criteria under the ASC 820 fair value hierarchy, are classified in the captions "Prepaid and other current assets" or "Accrued expenses and other," as applicable, in the accompanying consolidated balance sheets as of April 2, 2022, and July 3, 2021. The Company's master netting and other similar arrangements with various financial institutions related to derivative financial instruments allow for the right of offset. The Company's policy is to present derivative financial instruments with the same counterparty as either a net asset or liability when the right of offset exists.

The Company generally does not hedge its investments in its foreign operations. The Company does not enter derivative financial instruments for trading or speculative purposes and monitors the financial stability and credit standing of its counterparties.

The Company's foreign currency exposure relates primarily to international transactions where the currency collected from customers can be different from the currency used to purchase from suppliers. The Company's foreign operations transactions are denominated primarily in the following currencies: U.S. Dollar, Euro, British Pound, Japanese Yen, Chinese Yuan, Taiwan Dollar, Canadian Dollar and Mexican Peso. The Company also, to a lesser extent, has foreign operations transactions in other EMEA and Asian foreign currencies.

The fair values of forward foreign currency exchange contracts not receiving hedge accounting treatment recorded in the Company's consolidated balance sheets are as follows:

	April 2, 2022	July 3, 2021
	(Thousands)	
Prepaid and other current assets	\$ 22,660	\$ 15,722
Accrued expenses and other	21,850	23,994

The amounts recorded to other (expense) income, net, related to derivative financial instruments for economic hedges are as follows:

	Third Quarters Ended		Nine Months Ended	
	April 2, 2022	April 3, 2021	April 2, 2022	April 3, 2021
	(Thousands)			
Net derivative financial instrument loss	\$ (8,777)	\$ (2,574)	\$ (24,560)	\$ (13,201)

Under the Company's economic hedging policies, gains and losses on the derivative financial instruments are classified within the same line item in the consolidated statements of operations as the remeasurement of the underlying assets or liabilities being economically hedged.

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

7. Commitments and contingencies

From time to time, the Company may become a party to, or be otherwise involved in, various lawsuits, claims, investigations and other legal proceedings arising in the ordinary course of conducting its business. While litigation is subject to inherent uncertainties, management does not anticipate that any such matters will have a material adverse effect on the Company's financial condition, liquidity, or results of operations.

The Company is also currently subject to various pending and potential legal matters and investigations relating to compliance with governmental laws and regulations. For certain of these matters, it is not possible to determine the ultimate outcome, and the Company cannot reasonably estimate the maximum potential exposure or the range of possible loss, particularly regarding to matters in early stages. The Company currently believes that the resolution of such matters will not have a material adverse effect on the Company's financial position or liquidity, but could possibly be material to its results of operations in any single reporting period.

As of April 2, 2022, and July 3, 2021, the Company had aggregate estimated liabilities of \$14.7 million classified within accrued expenses and other for such compliance-related matters that were reasonably estimable as of such dates.

During the first nine months of fiscal 2021, the Company recorded a gain on legal settlement of \$8.2 million, which is classified as a component of Restructuring, integration and other expenses.

8. Income taxes

The Company's effective tax rate on its income before taxes was 26.0% in the third quarter of fiscal 2022. During the third quarter of fiscal 2022, the Company's effective tax rate was unfavorably impacted primarily by the mix of income in higher tax jurisdictions.

During the third quarter of fiscal 2021, the Company's effective tax rate on its income before taxes was a benefit of 53.3%. The Company's effective tax rate was favorably impacted primarily by (i) the tax benefit arising from the reduction in value of certain businesses for income tax purposes and (ii) decreases to valuation allowances, partially offset by (iii) increases to unrecognized tax benefit reserves.

For the first nine months of fiscal 2022, the Company's effective tax rate on its income before taxes was 23.8%. The effective tax rate for the first nine months of fiscal 2022 was unfavorably impacted primarily by (i) the mix of income in higher tax jurisdictions and (ii) increases to valuation allowances.

During the first nine months of fiscal 2021, the Company's effective tax rate on its income before taxes was a benefit of 32.7%. The effective tax rate for the first nine months of fiscal 2021 was favorably impacted primarily by (i) the tax benefit arising from the reduction in value of certain businesses for income tax purposes, (ii) decreases to valuation allowances, and (iii) the mix of income in lower tax jurisdictions, partially offset by (iv) increases to unrecognized tax benefit reserves.

In January 2022, the U.S. Treasury published new regulations impacting foreign tax credit utilization. The Company has determined there is no material impact of the regulations to the Company's financial position.

The Company has established a full valuation allowance against its deferred tax assets in the United States. As a result of improved profitability in the United States, primarily due to the performance of the Company's Americas business, the Company expects to release the valuation allowance established in the United States in the fourth quarter of fiscal 2022. As a result, the discrete tax benefit from the release of the valuation allowance will reduce the effective tax rate for fiscal 2022.

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

9. Pension plan

The Company has a noncontributory defined benefit pension plan that covers substantially all current or former U.S. employees (the “Plan”). Components of net periodic pension cost for the Plan was as follows:

	Third Quarters Ended		Nine Months Ended	
	April 2, 2022	April 3, 2021	April 2, 2022	April 3, 2021
	(Thousands)			
Service cost	\$ 3,752	\$ 3,938	\$ 11,255	\$ 11,813
Total net periodic pension cost within selling, general and administrative expenses	3,752	3,938	11,255	11,813
Interest cost	3,947	3,976	11,841	11,928
Expected return on plan assets	(12,284)	(12,421)	(36,852)	(37,261)
Amortization of prior service cost	1	75	3	226
Recognized net actuarial loss	4,085	5,151	12,257	15,453
Total net periodic pension benefit within other expense, net	(4,251)	(3,219)	(12,751)	(9,654)
Net periodic pension (benefit) cost	<u>\$ (499)</u>	<u>\$ 719</u>	<u>\$ (1,496)</u>	<u>\$ 2,159</u>

The Company made \$12.0 million of contributions during the first nine months of fiscal 2022 and expects to make additional contributions to the Plan of \$2.0 million in the fourth quarter of fiscal 2022.

10. Shareholders’ equity

Share repurchase program

In August 2019, the Company’s Board of Directors amended the Company’s existing share repurchase program, increasing the cumulative total of authorized share repurchases to \$2.95 billion of common stock in the open market or through privately negotiated transactions. The timing and actual number of shares repurchased will depend on a variety of factors such as share price, expected liquidity, expected compliance with financial debt covenants, corporate and regulatory requirements, and prevailing market conditions. During the third quarter ended April 2, 2022, the Company repurchased 1.1 million shares under this program for a total cost of \$45.1 million. As of April 2, 2022, the Company had \$378.0 million remaining under its share repurchase authorization.

Common stock dividend

In February 2022, the Company’s Board of Directors approved a dividend of \$0.26 per common share and dividend payments of \$25.6 million were made in March 2022.

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

11. Earnings per share

	Third Quarters Ended		Nine Months Ended	
	April 2, 2022	April 3, 2021	April 2, 2022	April 3, 2021
	(Thousands, except per share data)			
Numerator:				
Net income	\$ 183,417	\$ 107,484	\$ 445,556	\$ 107,759
Denominator:				
Weighted average common shares for basic earnings per share	98,659	99,542	99,113	99,125
Net effect of dilutive stock-based compensation awards	827	705	1,183	888
Weighted average common shares for diluted earnings per share	99,486	100,247	100,296	100,013
Basic earnings per share	\$ 1.86	\$ 1.08	\$ 4.50	\$ 1.09
Diluted earnings per share	\$ 1.84	\$ 1.07	\$ 4.44	\$ 1.08
Stock options excluded from earnings per share calculation due to anti-dilutive effect	263	642	311	793

12. Additional cash flow information

Non-cash investing and financing activities and supplemental cash flow information were as follows:

	Nine Months Ended	
	April 2, 2022	April 3, 2021
	(Thousands)	
Non-cash Investing Activities:		
Capital expenditures incurred but not paid	\$ 5,393	\$ 5,232
Non-cash Financing Activities:		
Unsettled share repurchases	\$ 2,025	—
Supplemental Cash Flow Information:		
Interest	\$ 65,514	\$ 61,127
Income tax net payments	111,351	56,135

Included in cash and cash equivalents as of April 2, 2022, and July 3, 2021, was \$3.7 million and \$3.8 million, respectively, of cash equivalents, which was primarily comprised of investment grade money market funds and overnight time deposits.

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

13. Segment information

Electronic Components (“EC”) and Farnell (“Farnell”) are the Company’s reportable segments (“operating groups”). EC markets and sells (i) semiconductors, (ii) interconnect, passive and electromechanical devices, and (iii) integrated components, to a diverse customer base serving many end-markets. Farnell distributes electronic components and related products to the electronic system design community utilizing multi-channel sales and marketing resources.

	Third Quarters Ended		Nine Months Ended	
	April 2, 2022	April 3, 2021	April 2, 2022	April 3, 2021
	(Thousands)			
Sales:				
Electronic Components	\$ 6,019,094	\$ 4,520,608	\$ 16,572,940	\$ 13,245,143
Farnell	469,049	396,106	1,365,115	1,062,802
	<u>6,488,143</u>	<u>4,916,714</u>	<u>17,938,055</u>	<u>14,307,945</u>
Operating income:				
Electronic Components	\$ 265,017	\$ 118,565	\$ 616,383	\$ 306,927
Farnell	69,817	23,861	179,598	50,412
	<u>334,834</u>	<u>142,426</u>	<u>795,981</u>	<u>357,339</u>
Corporate	(31,091)	(31,885)	(98,016)	(102,114)
Restructuring, integration and other expenses	—	(17,574)	(5,272)	(55,943)
Russian-Ukraine conflict related expenses	(26,261)	—	(26,261)	—
Amortization of acquired intangible assets and other	(3,074)	(5,283)	(12,109)	(35,875)
Operating income	<u>\$ 274,408</u>	<u>\$ 87,684</u>	<u>\$ 654,323</u>	<u>\$ 163,407</u>
Sales, by geographic area:				
Americas ⁽¹⁾	\$ 1,627,251	\$ 1,160,973	\$ 4,277,630	\$ 3,468,118
EMEA ⁽²⁾	2,185,728	1,585,631	5,774,095	4,412,652
Asia/Pacific ⁽³⁾	2,675,164	2,170,110	7,886,330	6,427,175
Sales	<u>\$ 6,488,143</u>	<u>\$ 4,916,714</u>	<u>\$ 17,938,055</u>	<u>\$ 14,307,945</u>

(1) Includes sales from the United States of \$1.52 billion and \$1.08 billion for the third quarters ended April 2, 2022, and April 3, 2021, respectively. Includes sales from the United States of \$3.97 billion and \$3.24 billion for the first nine months of fiscal 2022 and 2021, respectively.

(2) Includes sales from Germany and Belgium of \$880.5 million and \$369.1 million, respectively, for the third quarter ended April 2, 2022; and \$2.32 billion and \$1.01 billion, respectively, for the first nine months of fiscal 2022. Includes sales from Germany and Belgium of \$619.4 million and \$276.4 million, respectively, for the third quarter ended April 3, 2021; and \$1.71 billion and \$825.8 million, respectively, for the first nine months of fiscal 2021.

(3) Includes sales from China (including Hong Kong), Taiwan and Singapore of \$823.2 million, \$1.17 billion and \$354.7 million, respectively, for the third quarter ended April 2, 2022; and \$2.51 billion, \$3.50 billion and \$942.2 million, respectively, for the first nine months of fiscal 2022. Includes sales from China (including Hong Kong), Taiwan and Singapore of \$717.7 million, \$956.8 million and \$249.5 million, respectively, for the third quarter ended April 3, 2021; and \$2.02 billion, \$2.95 billion and \$774.1 million, respectively, for the first nine months of fiscal 2021.

AVNET, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

	April 2, 2022	July 3, 2021
	(Thousands)	
Property, plant, and equipment, net, by geographic area:		
Americas ⁽¹⁾	\$ 122,370	\$ 146,042
EMEA ⁽²⁾	170,046	185,753
Asia/Pacific	31,004	36,657
Property, plant, and equipment, net	\$ 323,420	\$ 368,452

⁽¹⁾ Includes property, plant and equipment, net, of \$119.1 million and \$142.7 million as of April 2, 2022, and July 3, 2021, respectively, in the United States.

⁽²⁾ Includes property, plant and equipment, net, of \$66.7 million, \$80.6 million and \$18.2 million in Germany, the United Kingdom and Belgium, respectively, as of April 2, 2022; and \$77.9 million, \$83.5 million and \$20.9 million in Germany, the United Kingdom and Belgium, respectively, as of July 3, 2021.

14. Restructuring expenses

During fiscal 2021 and prior, the Company incurred restructuring expenses related to various restructuring actions intended to achieve planned synergies from acquired businesses and to reduce future operating expenses. The following table presents the activity during the first nine months of fiscal 2022 related to the remaining restructuring liabilities established during fiscal 2021 and prior:

	Severance	Facility and Contract Exit Costs	Total
	(Thousands)		
Balance at July 3, 2021	\$ 35,099	\$ 4,863	\$ 39,962
Cash payments	(20,031)	(2,465)	(22,496)
Changes in estimates, net	(4,201)	875	(3,326)
Other, principally foreign currency translation	(784)	(94)	(878)
Balance at April 2, 2022	\$ 10,083	\$ 3,179	\$ 13,262

The Company expects the majority of the remaining amounts to be paid by the first half of fiscal 2023.

This Quarterly Report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (“Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) with respect to the financial condition, results of operations and business of the Company. You can find many of these statements by looking for words like “believes,” “plans,” “expects,” “anticipates,” “should,” “will,” “may,” “estimates,” or similar expressions in this Quarterly Report or in documents incorporated by reference in this Quarterly Report. These forward-looking statements are subject to numerous assumptions, risks, and uncertainties. The following important factors, in addition to those discussed elsewhere in this Quarterly Report, and the Company’s Annual Report on Form 10-K for the fiscal year ended July 3, 2021, could affect the Company’s future results of operations, and could cause those results or other outcomes to differ materially from those expressed or implied in the forward-looking statements: geopolitical events and military conflicts; risks relating to pandemics or other health-related crisis, including COVID-19; competitive pressures among distributors of electronic components; an industry down-cycle in semiconductors; relationships with key suppliers and allocations of products by suppliers; risks relating to the Company’s international sales and operations, including risks relating to the ability to repatriate cash, foreign currency fluctuations, duties and taxes, and compliance with international and U.S. laws; risks relating to acquisitions, divestitures and investments; adverse effects on the Company’s supply chain, operations of its distribution centers, shipping costs, third-party service providers, customers and suppliers, including as a result of issues caused by military conflicts, natural and weather-related disasters, pandemics and health related crisis, or warehouse modernization and relocation efforts; risks related to cyber-attacks, other privacy and security incidents, and information systems failures, including related to current or future implementations, integrations or upgrades; general economic and business conditions (domestic, foreign and global) affecting the Company’s operations and financial performance and, indirectly, the Company’s credit ratings, debt covenant compliance, liquidity, and access to financing; constraints on employee retention and hiring; and legislative or regulatory changes affecting the Company’s businesses.

Any forward-looking statement speaks only as of the date on which that statement is made. Except as required by law, the Company assumes no obligation to update any forward-looking statement to reflect events or circumstances that occur after the date on which the statement is made.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

For a description of the Company’s critical accounting policies and an understanding of Avnet and the significant factors that influenced the Company’s performance during the quarter ended April 2, 2022, this *Management’s Discussion and Analysis of Financial Condition and Results of Operations* (“MD&A”) should be read in conjunction with the consolidated financial statements, including the related notes, appearing in Item 1 of this Quarterly Report on Form 10-Q, as well as the Company’s Annual Report on Form 10-K for the fiscal year ended July 3, 2021. The Company operates on a “52/53 week” fiscal year and fiscal 2022 contains 52 weeks compared to 53 weeks in fiscal 2021. As a result, the first nine months of fiscal 2022 contained 39 weeks and the first nine months of fiscal 2021 contained 40 weeks. This extra week in the first nine months of fiscal 2021, which occurred in the first quarter of fiscal 2021, impacts the year-over-year analysis in this MD&A.

The discussion of the Company’s results of operations includes references to the impact of foreign currency translation. When the U.S. Dollar strengthens and the stronger exchange rates are used to translate the results of operations of Avnet’s subsidiaries denominated in foreign currencies, the result is a decrease in U.S. Dollars of reported results. Conversely, weaker exchange rates result in an increase in U.S. Dollars of reported results. In the discussion that follows, results excluding this impact, primarily for subsidiaries in Europe, the Middle East and Africa (“EMEA”) and Asia/Pacific (“Asia”), are referred to as “constant currency.”

In addition to disclosing financial results that are determined in accordance with generally accepted accounting principles in the U.S. (“GAAP”), the Company also discloses certain non-GAAP financial information, including:

- Sales adjusted for certain items that impact the year-over-year analysis, which includes the impact of certain acquisitions by adjusting Avnet’s prior periods to include the sales of acquired businesses, as if the acquisitions had occurred at the beginning of the earliest period presented. In addition, fiscal 2021 sales are adjusted for the estimated impact of the extra week of sales in the first quarter of fiscal 2021 due to it being a 14-week quarter, as discussed above. Additionally, the Company has adjusted sales for the impact of the termination of the Texas Instruments (“TI”) distribution agreement between fiscal years. Sales taking into account these adjustments are referred to as “organic sales.”
- Operating income excluding (i) restructuring, integration and other expenses, (see *Restructuring, Integration and Other Expenses* in this MD&A), (ii) Russian-Ukraine conflict related expenses (see *Russian-Ukraine conflict related expenses* in this MD&A) and (iii) amortization of acquired intangible assets is referred to as “adjusted operating income.”

The reconciliation of operating income to adjusted operating income is presented in the following table:

	Third Quarters Ended		Nine Months Ended	
	April 2, 2022	April 3, 2021	April 2, 2022	April 3, 2021
	(Thousands)			
Operating income	\$ 274,408	\$ 87,684	\$ 654,323	\$ 163,407
Restructuring, integration and other expenses	—	17,574	5,272	55,943
Russian-Ukraine conflict related expenses	26,261	—	26,261	—
Amortization of acquired intangible assets and other	3,074	5,283	12,109	35,875
Adjusted operating income	\$ 303,743	\$ 110,541	\$ 697,965	\$ 255,225

Management believes that providing this additional information is useful to readers to better assess and understand operating performance, especially when comparing results with prior periods or forecasting performance for future periods, primarily because management typically monitors the business both including and excluding these adjustments to GAAP results. Management also uses these non-GAAP measures to establish operational goals and, in many cases, for measuring performance for compensation purposes. However, any analysis of results on a non-GAAP basis should be used as a complement to, and in conjunction with, results presented in accordance with GAAP.

OVERVIEW

Organization

Avnet, Inc. and its consolidated subsidiaries (collectively, the “Company” or “Avnet”), is a leading global technology distributor and solutions provider. Avnet has served customers’ evolving needs for an entire century. Avnet supports customers at each stage of a product’s lifecycle, from idea to design and from prototype to production. Avnet’s position at the center of the technology value chain enables it to accelerate the design and supply stages of product development so customers can realize revenue faster. Decade after decade, Avnet helps its customers and suppliers around the world realize the transformative possibilities of technology. Founded in 1921, the Company works with suppliers in every major technology segment to serve customers in more than 140 countries.

Avnet has two primary operating groups — Electronic Components (“EC”) and Farnell (“Farnell”). Both operating groups have operations in each of the three major economic regions of the world: (i) the Americas, (ii) EMEA, and (iii) Asia. A summary of each operating group is provided in Note 13, “Segment information” to the Company’s consolidated financial statements included in this Quarterly Report on Form 10-Q.

Results of Operations

Recent Global Events and Uncertainties

In February 2022, Russian forces invaded Ukraine (the “Russian-Ukraine conflict”), and in response, the member countries of NATO initiated a variety of sanctions and export controls targeting Russia and associated entities. The sanctions currently in place limit the Company’s ability to provide goods to Russian customers and banking sanctions effectively negate our ability to collect outstanding receivables; as such, the Company has recorded a full allowance for credit losses against those receivables that are not covered by customer credit insurance as of April 2, 2022. Historically, the Company’s sales and gross profit generated from sales to Russian customers is less than 1% of consolidated sales and consolidated gross profit. See further discussion of the impacts of the Russian-Ukraine conflict on the Company’s results of operations in the third quarter of fiscal 2022 below.

The Company will continue to monitor the situation with the Russian-Ukraine conflict, but does not believe the Company will be able to resume business with Russian customers into the foreseeable future. The Company will continue to monitor and manage the ancillary impact of the Russian-Ukraine conflict on its business, which is primarily related to increased fuel and freight related costs and other potential associated supply chain and inflationary considerations.

Because the situation is rapidly evolving, other impacts are currently unknown and could potentially subject the Company’s business to materially adverse consequences, particularly if the conflict expands to other parts of Europe where the Company operates. Such other impacts could include global economic disruptions, shortages of materials or electronic components, increased shipping costs, increased trade barriers, increased cyberattacks, credit market disruptions, and adverse effects on the Company’s third-party service providers, customers, and suppliers. For a more complete discussion of the risks and uncertainties to which the Company is or may become subject, please refer to Item 1A Risk Factors in the Company’s Annual Report on Form 10-K for the fiscal year ended July 3, 2021.

Executive Summary

Sales of \$6.49 billion in the third quarter of fiscal 2022 were 32.0% higher than the prior year third quarter sales of \$4.92 billion. Excluding the impact of changes in foreign currency, sales increased 35.7% as compared to sales in the prior year third quarter.

Gross profit margin of 12.5% increased 97 basis points compared to 11.6% in the third quarter of fiscal 2021. This increase is primarily due to strong overall demand for electronic components and improvements in pricing, product and customer mix, and geographic sales mix.

Operating income of \$274.4 million was \$186.7 million higher than the third quarter of fiscal 2021. Operating income margin was 4.2% in the third quarter of fiscal 2022, as compared to 1.8% in the prior year third quarter. The increase in operating income margin is the result of increases in sales and in gross profit margin, partially offset by an increase in selling, general and administrative expenses. Adjusted operating income margin was 4.7% in the third quarter of fiscal 2022 as compared to 2.3% in the third quarter of fiscal 2021, an increase of 243 basis points. This increase in adjusted operating income margin is primarily due to the increases in sales and gross profit margin, partially offset by increases in selling, general and administrative expenses.

Sales

Reported sales were the same as organic sales in the third quarter and first nine months of fiscal 2022. The following table presents the reconciliation of reported sales to organic sales for the third quarter and first nine months of fiscal 2021 by geographic region and by operating group.

	Quarter Ended			Nine Months Ended				
	Sales As Reported and Organic Q3-Fiscal 2021	TI Sales Q3-Fiscal 2021 ⁽¹⁾	Organic Sales Adj for TI Q3-Fiscal 2021 ⁽¹⁾	Sales As Reported Q3-Fiscal 2021	Estimated Extra Week in Fiscal 2021 ⁽²⁾	Organic Sales Q3-Fiscal 2021	TI Sales Q3-Fiscal 2021 ⁽¹⁾	Organic Sales Adj for TI Fiscal 2021 ⁽¹⁾
	(Thousands)							
Avnet	\$ 4,916,714	\$ 1,659	\$ 4,915,055	\$ 14,307,945	\$ 306,000	\$ 14,001,945	\$ 292,212	\$ 13,709,733
Avnet by region								
Americas	\$ 1,160,973	\$ 416	\$ 1,160,557	\$ 3,468,118	\$ 77,000	\$ 3,391,118	\$ 82,885	\$ 3,308,233
EMEA	1,585,631	483	1,585,148	4,412,652	97,000	4,315,652	124,232	4,191,420
Asia	2,170,110	760	2,169,350	6,427,175	132,000	6,295,175	85,095	6,210,080
Avnet by operating group								
EC	\$ 4,520,608	\$ 1,659	\$ 4,518,949	\$ 13,245,143	\$ 284,000	\$ 12,961,143	\$ 292,212	\$ 12,668,931
Farnell	396,106	—	396,106	1,062,802	22,000	1,040,802	—	1,040,802

(1) Sales adjusted for the impact of the termination of the Texas Instruments (“TI”) distribution agreement.

(2) The impact of the additional week of sales in the first quarter of fiscal 2021 is estimated.

The following table presents reported and organic sales growth rates for the third quarter and first nine months of fiscal 2022 as compared to fiscal 2021 by geographic region and by operating group.

	Quarter Ended			Nine Months Ended				
	Sales as Reported and Organic Year-Year % Change	Sales As Reported and Organic Year-Year % Change in Constant Currency	Organic Sales Adj for TI Year-Year % Change in Constant Currency ⁽¹⁾	Sales As Reported Year-Year % Change	Sales As Reported Year-Year % Change in Constant Currency	Organic Sales Year-Year % Change	Organic Sales Year-Year % Change in Constant Currency	Organic Sales Adj for TI Year-Year % Change in Constant Currency ⁽¹⁾
Avnet	32.0 %	35.7 %	35.7 %	25.4 %	26.9 %	28.1 %	29.6 %	32.4 %
Avnet by region								
Americas	40.2 %	40.2 %	40.2 %	23.3 %	23.3 %	26.1 %	26.1 %	29.3 %
EMEA	37.9	47.6	47.7	30.9	35.0	33.8	38.0	42.1
Asia	23.3	24.5	24.5	22.7	23.3	25.3	25.9	27.6
Avnet by operating group								
EC	33.2 %	36.9 %	36.9 %	25.1 %	26.7 %	27.9 %	29.5 %	32.5 %
Farnell	18.4	21.8	21.8	28.4	28.6	31.2	31.3	31.3

(1) Sales growth rates excluding the impact of the termination of the TI distribution agreement.

Sales of \$6.49 billion for the third quarter of fiscal 2022 were up \$1.57 billion, or 32.0%, from the prior year third quarter sales of \$4.92 billion. Sales in constant currency in the third quarter of fiscal 2022 increased by 35.7% year over year, reflecting sales growth in both operating groups across all regions driven by strong demand globally for electronic components.

EC sales of \$6.02 billion in the third quarter of fiscal 2022 increased \$1.50 billion or 33.2% from the prior year third quarter sales of \$4.52 billion. On an organic basis, EC sales increased 36.9% year over year in constant currency, reflecting sales growth in all three regions. The increase in sales in the Company's EC operating group is primarily due to improvements in overall stronger market demand, especially in the transportation and industrial sectors.

Farnell sales for the third quarter of fiscal 2022 were \$469.0 million, an increase of \$72.9 million or 18.4% from the prior year third quarter sales of \$396.1 million. Sales in constant currency increased 21.8% year over year. These increases were primarily a result of increased market demand in all three regions.

Sales for the first nine months of fiscal 2022 were \$17.94 billion, an increase of \$3.63 billion as compared to sales of \$14.31 billion for the first nine months of fiscal 2021. The increase in sales is primarily the result of increased sales in both operating groups across all regions driven by strong demand globally for electronic components.

As a result of the recent termination of the Company's distribution agreement between Maxim Integrated Products, Inc. ("Maxim") and the Electronic Components operating group, the Company may experience lower sales and gross profit in the future if the impact of the termination is not offset by sales growth, gross margin improvements or operating cost reductions. Sales from Maxim products represented approximately 3% of total sales in fiscal 2021.

Gross Profit

Gross profit for the third quarter of fiscal 2022 was \$813.0 million, an increase of \$244.7 million, or 43.1%, from the third quarter of fiscal 2021 gross profit of \$568.4 million. Gross profit margin increased to 12.5% or 97 basis points from the third quarter of fiscal 2021 gross profit margin of 11.6%, driven by increases in gross profit margin in both operating groups. Sales in the higher gross profit margin western regions represented approximately 59% of sales in the third quarter of fiscal 2022, as compared to 56% during the third quarter of fiscal 2021.

Gross profit and gross profit margin was \$2.19 billion and 12.2%, respectively, for the first nine months of fiscal 2022 as compared with \$1.60 billion and 11.2%, respectively, for the first nine months of fiscal 2021.

Selling, General and Administrative Expenses

Selling, general and administrative expenses ("SG&A expenses") were \$512.4 million in the third quarter of fiscal 2022, an increase of \$49.3 million, or 10.6%, from the third quarter of fiscal 2021. The year-over-year increase in SG&A expenses was primarily due to increases in costs to support sales growth and to a lesser extent increased costs related to inflation.

Metrics that management monitors with respect to its operating expenses are SG&A expenses as a percentage of sales and as a percentage of gross profit. In the third quarter of fiscal 2022, SG&A expenses were 7.9% of sales and 63.0% of gross profit, as compared with 9.4% and 81.5%, respectively, in the third quarter of fiscal 2021. The decrease in SG&A expenses as a percentage of sales and gross profit primarily results from operating leverage created from higher sales, increases in gross profit margin, and lower amortization expense, partially offset by increases in SG&A expenses primarily to support sales volumes.

SG&A expenses for the first nine months of fiscal 2022 were \$1.50 billion, or 8.4% of sales, as compared with \$1.38 billion, or 9.6% of sales, in the first nine months of fiscal 2021. SG&A expenses as a percentage of gross profit for the first nine months of fiscal 2022 were 68.6% as compared with 86.3% in the first nine months of fiscal 2021. The decrease in SG&A expenses as a percentage of sales and gross profit primarily results from operating leverage created from higher sales, increase in gross profit margin, and lower amortization expense, partially offset by increases in SG&A expenses primarily to support sales volumes.

Russian-Ukraine Conflict Related Expenses

The Company incurred \$26.3 million of costs associated with the Russian-Ukraine conflict in the third quarter of fiscal 2022, primarily comprised of \$17.2 million of expense for credit loss reserves for trade accounts receivable from Russian customers that are no longer considered collectible. The remaining expense is primarily related to product write-downs for Russia based customers and other Russian business operation wind-down costs.

Restructuring, Integration, and Other Expenses

The Company did not incur any restructuring, integration and other expenses during the third quarter of fiscal 2022. During the first nine months of fiscal 2022, the Company recorded restructuring, integration and other expenses of \$5.3 million, substantially all of which was related to integration costs.

Operating Income

Operating income for the third quarter of fiscal 2022 was \$274.4 million, an increase of \$186.7 million, from the third quarter of fiscal 2021 operating income of \$87.7 million. Adjusted operating income for the third quarter of fiscal 2022 was \$303.7 million, an increase of \$193.2 million, or 174.8%, from the third quarter of fiscal 2021. The year-over-year increase in adjusted operating income was primarily driven by the increase in sales and in gross profit margin, partially offset by an increase in SG&A expenses.

EC operating income margin increased 178 basis points year over year to 4.4% and Farnell operating income margin increased 886 basis points year over year to 14.9%.

Operating income for the first nine months of fiscal 2022 was \$654.3 million, an increase of \$490.9 million, from the operating income of \$163.4 million during the first nine months of fiscal 2021. Adjusted operating income for the first nine months of fiscal 2022 was \$698.0 million, an increase of \$442.7 million, or 173.5%, from the first nine months of fiscal 2021. The year-over-year increase in adjusted operating income was primarily driven by the increase in sales and in gross profit margin.

Interest and Other Financing Expenses, Net and Other (Expense) Income, Net

Interest and other financing expenses in the third quarter of fiscal 2022 was \$25.9 million, an increase of \$3.6 million, or 16.0%, as compared with interest and other financing expenses of \$22.3 million in the third quarter of fiscal 2021. Interest and other financing expenses in the first nine months of fiscal 2022 was \$70.4 million, an increase of \$4.3 million, or 6.4%, as compared with interest and other financing expenses of \$66.1 million in the first nine months of fiscal 2021. The increases in interest and other financing expenses in the third quarter and first nine months of fiscal 2022 compared to the third quarter and first nine months of fiscal 2021 is primarily a result of higher outstanding borrowings during fiscal 2022 as compared to fiscal 2021.

During the third quarter of fiscal 2022, the Company had \$0.5 million of other expense as compared with \$4.8 million of other income in the third quarter of fiscal 2021. During the first nine months of fiscal 2022, the Company had \$0.9 million of other income as compared with \$16.1 million of other expense in the first nine months of fiscal 2021. The year-over-year differences in other expense was primarily due to the equity investment impairment expense included in the other expense in the first nine months of fiscal 2021, and differences in foreign currency exchange rates between the third quarters and first nine months of fiscal 2022 and fiscal 2021.

Income Tax

The Company's effective tax rate on its income before taxes was 26.0% in the third quarter of fiscal 2022. During the third quarter of fiscal 2022, the Company's effective tax rate was unfavorably impacted primarily by the mix of income in higher tax jurisdictions.

During the third quarter of fiscal 2021, the Company's effective tax rate on its income before taxes was a benefit of 53.3%. The Company's effective tax rate was favorably impacted primarily by (i) the tax benefit arising from the reduction in value of certain businesses for income tax purposes and (ii) decreases to valuation allowances, partially offset by (iii) increases to unrecognized tax benefit reserves.

For the first nine months of fiscal 2022, the Company's effective tax rate on its income before taxes was 23.8%. The effective tax rate for the first nine months of fiscal 2022 was unfavorably impacted primarily by (i) the mix of income in higher tax jurisdictions and (ii) increases to valuation allowances.

During the first nine months of fiscal 2021, the Company's effective tax rate on its income before taxes was a benefit of 32.7%. The effective tax rate for the first nine months of fiscal 2021 was favorably impacted primarily by (i) the tax benefit arising from the reduction in value of certain businesses for income tax purposes, (ii) decreases to valuation allowances, and (iii) the mix of income in lower tax jurisdictions, partially offset by (iv) increases to unrecognized tax benefit reserves.

In January 2022, the U.S. Treasury published new regulations impacting foreign tax credit utilization. The Company has determined there is no material impact of the regulations to the Company's financial position.

The Company has established a full valuation allowance against its deferred tax assets in the United States. As a result of improved profitability in the United States, primarily due to the performance of the Company's Americas business, the Company expects to release the valuation allowance established in the United States in the fourth quarter of fiscal 2022. As a result, the discrete tax benefit from the release of the valuation allowance will reduce the effective tax rate for fiscal 2022.

Net Income

As a result of the factors described in the preceding sections of this MD&A, the Company's net income for the third quarter of fiscal 2022 was \$183.4 million, or \$1.84 per share on a diluted basis, as compared with \$107.5 million, or \$1.07 per share on a diluted basis, in the third quarter of fiscal 2021.

As a result of the factors described in the preceding sections of this MD&A, the Company's net income for the first nine months of fiscal 2022 was \$445.6 million, or \$4.44 per share on a diluted basis, as compared with \$107.8 million, or \$1.08 per share on a diluted basis, in the first nine months of fiscal 2021.

LIQUIDITY AND CAPITAL RESOURCES

Cash Flow

Cash Flow from Operating Activities

During the first nine months of fiscal 2022, the Company used \$19.4 million of cash flow for operations compared to \$197.5 million of cash generated from operations in the first nine months of fiscal 2021. These operating cash flows were comprised of: (i) cash flow generated from net income, adjusted for the impact of non-cash and other items, which includes depreciation and amortization expenses, deferred income taxes, stock-based compensation expense, amortization of operating lease assets, and other non-cash items, and (ii) cash flows used for, or generated from, working capital and other, excluding cash and cash equivalents. Cash used for working capital and other was \$660.8 million during the first nine months of fiscal 2022, including increases in accounts receivable of \$881.0 million, and in inventories of \$550.0 million both to support sales growth in the first nine months of fiscal 2022, partially offset by increases in accounts payable of \$628.8 million, and in accrued expenses and other of \$141.4 million. Comparatively, cash used for working capital and other was \$112.0 million during the first nine months of fiscal 2021, including an increase in accounts receivable of \$405.7 million, offset by a decrease in inventories of \$63.0 million, increases in accounts payable of \$224.2 million, and accrued expenses and other of \$6.5 million.

Cash Flow from Financing Activities

During the first nine months of fiscal 2022, the Company received net proceeds of \$57.4 million under the Securitization Program, and \$118.0 million under the other short-term debt. During the first nine months of fiscal 2022, the Company paid dividends on common stock of \$73.3 million and repurchased \$89.0 million of common stock.

During the first nine months of fiscal 2021, the Company made a net repayment of \$232.3 million under the Credit Facility and paid dividends on common stock of \$62.4 million.

Cash Flow from Investing Activities

During the first nine months of fiscal 2022, the Company used \$33.7 million for capital expenditures compared to \$39.0 million for capital expenditures in the first nine months of fiscal 2021. During the first nine months of fiscal 2022, the Company received \$84.3 million from investing activities related to the liquidation of Company owned life insurance policies. During the first nine months of fiscal 2021, the Company paid \$18.4 million for an asset acquisition.

Contractual Obligations

For a detailed description of the Company's long-term debt and lease commitments for the next five years and thereafter, see *Long-Term Contractual Obligations* appearing in Item 7 of the Company's Annual Report on Form 10-K for the fiscal year ended July 3, 2021. There are no material changes to this information outside of normal borrowings and repayments of long-term debt and operating lease payments. The Company does not currently have any material non-cancellable commitments for capital expenditures or inventory purchases outside of the normal course of business.

Financing Transactions

See Note 4, "Debt" to the Company's consolidated financial statements included in this Quarterly Report on Form 10-Q for additional information on financing transactions including the Credit Facility, the Securitization Program, and other outstanding debt as of April 2, 2022. The Company was in compliance with all covenants under the Credit Facility and the Securitization Program as of April 2, 2022, and July 3, 2021.

The Company has various lines of credit, financing arrangements, and other forms of bank debt in the U.S. and various foreign locations to fund the short-term working capital, foreign exchange, overdraft, and letter of credit needs of its wholly owned subsidiaries. Outstanding borrowings under such forms of debt at the end of third quarter of fiscal 2022 was \$74.3 million.

As an alternative form of financing outside of the United States, the Company sells certain of its trade accounts receivable on a non-recourse basis to financial institutions pursuant to factoring agreements. The Company accounts for these transactions as sales of receivables and presents cash proceeds as cash provided by operating activities in the consolidated statements of cash flows. Factoring fees for the sales of trade accounts receivable are recorded within "Interest and other financing expenses, net" and were not material.

Liquidity

The Company held cash and cash equivalents of \$199.5 million as of April 2, 2022, of which \$114.1 million was held outside the United States. As of July 3, 2021, the Company held cash and cash equivalents of \$199.7 million, of which \$150.5 million was held outside of the United States.

As of the end of the third quarter of fiscal 2022, the Company had a combined total borrowing capacity of \$1.70 billion under the Credit Facility and the Securitization Program. There were no borrowings outstanding and \$1.2 million in letters of credit issued under the Credit Facility, and \$80.3 million outstanding under the Securitization Program, resulting in approximately \$1.62 billion of total availability as of April 2, 2022. Availability under the Securitization Program is subject to the Company having sufficient eligible trade accounts receivable in the United States to support desired borrowings.

During the third quarter and first nine months of fiscal 2022, the Company had an average daily balance outstanding of approximately \$694.6 million and \$522.7 million, respectively, under the Credit Facility and approximately \$266.9 million and \$227.3 million, respectively, under the Securitization Program.

During periods of weakening demand in the electronic components industry, the Company typically generates cash from operating activities. Conversely, the Company is more likely to use operating cash flows for working capital requirements during periods of higher growth. The Company used \$126.0 million in cash flows for operating activities over the trailing four fiscal quarters ended April 2, 2022.

Liquidity is subject to many factors, such as normal business operations and general economic, financial, competitive, legislative, and regulatory factors that are beyond the Company's control. To the extent the cash balances held in foreign locations cannot be remitted back to the U.S. in a tax efficient manner, those cash balances are generally used for ongoing working capital, capital expenditures and other foreign business needs. In addition, local government regulations may restrict the Company's ability to move funds among various locations under certain circumstances. Management does not believe such restrictions would limit the Company's ability to pursue its intended business strategy.

The Company continually monitors and reviews its liquidity position and funding needs. Management believes that the Company's ability to generate operating cash flows in the future and available borrowing capacity, including capacity for the non-recourse sale of trade accounts receivable, will be sufficient to meet its future liquidity needs. The Company may also renew or replace expiring debt arrangements, including the \$350 million of Notes due December 2022, in the future and management believes the Company will have adequate access to capital markets, if needed. The Company has historically generated operating cash flows and believes it will have the ability to do so in the future.

As of April 2, 2022, the Company may repurchase up to an aggregate of \$378.0 million of shares of the Company's common stock through a \$2.95 billion share repurchase program approved by the Board of Directors. The Company may repurchase stock from time to time at the discretion of management, subject to strategic considerations, market conditions and other factors. The Company may terminate or limit the share repurchase program at any time without prior notice. During the third quarter of fiscal 2022, the Company repurchased \$45.1 million of common stock.

The Company has historically paid quarterly cash dividends on shares of its common stock, and future dividends are subject to approval by the Board of Directors. During the third quarter of fiscal 2022, the Board of Directors approved a dividend of \$0.26 per share, which resulted in \$25.6 million of dividend payments during the quarter.

Recently Issued Accounting Pronouncements

See Note 1, “Basis of presentation and new accounting pronouncements” to the Company’s consolidated financial statements included in this Quarterly Report on Form 10-Q for a description of recently issued accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company seeks to reduce earnings and cash flow volatility associated with changes in foreign currency exchange rates by entering into financial arrangements that are intended to provide an economic hedge against all or a portion of the risks associated with such volatility. The Company continues to have exposure to such risks to the extent they are not economically hedged.

See Item 7A, *Quantitative and Qualitative Disclosures About Market Risk*, in the Company’s Annual Report on Form 10-K for the fiscal year ended July 3, 2021, for further discussion of market risks associated with foreign currency exchange rates and interest rates. Avnet’s exposure to such risks has not changed materially since July 3, 2021, as the Company continues to economically hedge the majority of its foreign currency exchange exposures. Thus, any increase or decrease in fair value of the Company’s forward foreign currency exchange contracts is generally offset by an opposite effect on the related economically hedged position. For interest rate risk, the Company continues to maintain a combination of fixed and variable rate debt to mitigate the exposure to fluctuations in market interest rates.

See *Liquidity and Capital Resources — Financing Transactions* appearing in Item 2 of this Quarterly Report on Form 10-Q for further discussion of the Company’s financing transactions and capital structure. As of April 2, 2022, approximately 89% of the Company’s debt bears interest at a fixed rate and 11% of the Company’s debt bears interest at variable rates. Therefore, a hypothetical 1.0% (100 basis points) increase in interest rates would result in a \$0.4 million decrease in income before income taxes in the Company’s consolidated statement of operations for the third quarter of fiscal 2022.

Item 4. Controls and Procedures

The Company’s management, including its Chief Executive Officer and Chief Financial Officer, have evaluated the effectiveness of the Company’s disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the “Exchange Act”)) as of the end of the reporting period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this Quarterly Report on Form 10-Q, the Company’s disclosure controls and procedures are effective such that material information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified by the Securities and Exchange Commission’s rules and forms and is accumulated and communicated to management, including the Company’s principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

During the third quarter of fiscal 2022, there were no changes to the Company’s internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II
OTHER INFORMATION

Item 1. Legal Proceedings

Pursuant to SEC regulations, including but not limited to Item 103 of Regulation S-K, the Company regularly assesses the status of and developments in pending environmental and other legal proceedings to determine whether any such proceedings should be identified specifically in this discussion of legal proceedings, and has concluded that no particular pending legal proceeding requires public disclosure. Based on the information known to date, management believes that the Company has appropriately accrued in its consolidated financial statements for its share of the estimable costs of environmental and other legal proceedings.

The Company is also currently subject to various pending and potential legal matters and investigations relating to compliance with governmental laws and regulations, including import/export and environmental matters. The Company currently believes that the resolution of such matters will not have a material adverse effect on the Company's financial position or liquidity, but could possibly be material to its results of operations in any single reporting period.

Item 1A. Risk Factors

The discussion of the Company's business and operations should be read together with the risk factors contained in Item 1A of its Annual Report on Form 10-K for the fiscal year ended July 3, 2021, which describe various risks and uncertainties to which the Company is or may become subject. These risks and uncertainties have the potential to affect the Company's business, financial condition, results of operations, cash flows, strategies or prospects in a material and adverse manner. As of April 2, 2022, there have been no material changes to the risk factors set forth in the Company's Annual Report on Form 10-K for the fiscal year ended July 3, 2021.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

In August 2019, the Company's Board of Directors amended the Company's existing share repurchase program, increasing the cumulative total of authorized share repurchases to \$2.95 billion of the Company's common stock. The following table includes the Company's monthly purchases of the Company's common stock during the third quarter of fiscal 2022, under the share repurchase program, which is part of a publicly announced plan.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased under the Plans or Programs
January 2 – January 29	233,762	\$ 40.07	233,762	\$ 413,781,000
January 30 – February 26	315,842	\$ 40.64	315,842	\$ 400,945,000
February 27 – April 2	550,800	\$ 41.63	550,800	\$ 378,015,000

Item 6. Exhibits

Exhibit Number	Exhibit
10.1*	Amendment No. 5 to the Fourth Amended and Restated Receivables Purchase Agreement, dated January 10, 2022, among Avnet, Inc., Avnet Receivables Corporation, Wells Fargo Bank, N.A., as agent, and the companies and financial institutions party thereto.
10.2*	Avnet, Inc. 2021 Stock Compensation and Incentive Plan.
10.3*	Form of Awards under the Avnet, Inc. 2021 Stock Compensation and Incentive Plan: (a) Form of Award Letter for Restricted Stock Units Award (b) Form of Award Letter for Performance Stock Units Award (c) Form of Award Letter for Nonqualified Stock Option Award.
31.1*	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.

* Filed herewith.

** Furnished herewith. The information in these exhibits shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to liability under that section, and shall not be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

SIGNATURE

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, thereunto duly authorized.

Date: April 29, 2022

AVNET, INC.

By: /s/ THOMAS LIGUORI

Thomas Liguori

Chief Financial Officer

**AMENDMENT NO. 5 TO
FOURTH AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT**

This Amendment No. 5 to the Fourth Amended and Restated Receivables Purchase Agreement (this "Amendment") is dated as of January 10, 2022, among Avnet Receivables Corporation, a Delaware corporation ("Seller"), Avnet, Inc., a New York corporation ("Avnet"), as initial Servicer (the Servicer together with Party"), each of the entities party hereto identified as a "Financial Institution" (together with any of their respective successors and assigns hereunder, the "Financial Institutions"), each of the entities party hereto identified as a "Company" (together with any of their respective successors and assigns hereunder, the "Companies") and Wells Fargo Bank, N.A., as agent for the Purchasers or any successor agent hereunder (together with its successors and assigns hereunder, the "Agent"), amending the Fourth Amended and Restated Receivables Purchase Agreement, dated as of August 16, 2018 (as amended by Amendment No. 1 thereto, dated February 28, 2020, Amendment No. 2 thereto, dated as of July 31, 2020, Amendment No. 3 thereto, dated as of July 30, 2021, and Amendment No. 4 thereto, dated as of August 16, 2021, the "Existing Agreement," and as further amended, modified or supplemented from time to time, including through the date hereof, the "Receivables Purchase Agreement").

RECITALS

The parties hereto are the current parties to the Existing Agreement and they now desire to amend the Existing Agreement, subject to the terms and conditions hereof, as more particularly described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions Used Herein. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth for such terms in, or incorporated by reference into, the Existing Agreement.

Section 2. Amendment of Existing Agreement. Subject to the terms and conditions set forth herein, the Existing Agreement is hereby amended as follows:

(a) The definition of "Agreement" in Exhibit I of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

"Agreement" means this Fourth Amended and Restated Receivables Purchase Agreement, dated as of August 16, 2018, as amended by Amendment No. 1 thereto, dated as of February 28, 2020, Amendment No. 2 thereto, dated as of July 31, 2020, Amendment No. 3 thereto, dated as of July 30, 2021, Amendment No. 4 thereto, dated as of August 16, 2021, Amendment No. 5 thereto, dated as of January 10, 2022, and as the same may be further amended, restated, supplemented or otherwise modified and in effect from time to time.

(b) The definition of "Excluded Receivable" in Exhibit I of the Existing

Agreement is hereby deleted in its entirety and replaced with the following:

“Excluded Receivable” means all indebtedness and other obligations owed to Originator or in which Originator has a security interest or other interest (including, without limitation, any indebtedness, obligation or interest constituting an account, chattel paper, instrument or general intangible) arising in connection with the sale of merchandise or the rendering of services by Originator and further includes, without limitation, the obligation to pay any Finance Charges with respect thereto:

(i) the account debtor for which is Intelbras S.A. Indústria de Telecomunicação Eletrônica Brasileira and such indebtedness or other obligation was originated after December 30, 2016;

(ii) the account debtor for which is 3M Company and such indebtedness or other obligation was originated after October 31, 2017;

(iii) the account debtor for which is General Electric Company or any other direct or indirect Subsidiary or Affiliate of General Electric Company (including, without limitation, GE Aviation; GE Healthcare Japan Corporation; GE Healthcare; GE OEC Medical Systems, Inc.; GE Sensing EMEA Unlimited Company; GE Healthcare Europe GmbH; GE Medical Systems; Baker Hughes Company; GE Consumer & Industrial; GE MDS LLC; Reuter Stokes Inc.; GE Hangwei Medical Systems Company, Ltd.; Bently Nevada, Inc.; Inspection Technologies; GE Healthcare Bio-Science Corp; General Electric Co; GE Technology Infrastructure; GE Healthcare Canada; GE Commercial Materials S de RL de CV; GE Global Research; GE Ultrasound Korea Limited; GE Energy Control Solutions Inc.; General Electric International, Inc.; and GE Lighting Solutions LLC);

(iv) the account debtor for which is Lincoln Electric Holdings Inc. or any other direct or indirect Subsidiary or Affiliate of Lincoln Electric Holdings Inc. and such indebtedness or other obligation was originated after January 10, 2022; or

(v) which both (a) arises in connection with the sale of merchandise or the rendering of services by the business previously conducted by any businesses acquired by Originator in an Excluded Acquisition and (b) is not recorded or maintained in Avnet’s consolidated general ledger accounting records as part of general ledger category “company code US10” (other than any Receivables previously coded under “company code US10” that have been coded under any other category without the Agent’s prior written consent).

Indebtedness and other rights and obligations arising from any one transaction, including, without limitation, indebtedness and other rights and obligations represented by an individual invoice, shall constitute an Excluded Receivable separate from an Excluded Receivable consisting of the

indebtedness and other rights and obligations arising from any other transaction; provided, that any indebtedness, rights or obligations referred to in the immediately preceding sentence shall be an Excluded Receivable regardless of whether the account debtor or Seller treats such indebtedness, rights or obligations as a separate payment obligation.

Section 3. Conditions to Effectiveness of Amendment. This Amendment shall become effective as of the date hereof, upon the satisfaction of the conditions precedent that:

(a) **Amendment.** The Agent and each Seller Party shall have received, on or before the date hereof, executed counterparts of this Amendment, duly executed by each of the parties hereto.

(b) **Representations and Warranties.** As of the date hereof, both before and after giving effect to this Amendment, all of the representations and warranties of each Seller Party contained in the Receivables Purchase Agreement and in each other Transaction Document shall be true and correct in all material respects as though made on the date hereof (and by its execution hereof, each Seller Party shall be deemed to have represented and warranted such).

(c) **No Amortization Event or Potential Amortization Event.** As of the date hereof, both before and after giving effect to this Amendment, no Amortization Event or Potential Amortization Event shall have occurred and be continuing (and by its execution hereof, each Seller Party shall be deemed to have represented and warranted such).

Section 4. Amendment of Receivables Sale Agreement. As of the date first set forth above, Avnet, in its capacity as Originator under the Receivables Sale Agreement, and Avnet Receivables Corporation, in its capacity as Buyer under the Receivables Sale Agreement, hereby acknowledge this Amendment and agree to be bound by the terms of this Amendment to the extent such terms amend or modify the Receivables Sale Agreement. The Agent and each Financial Institution party hereto hereby consent to any such amendment or modification to the Receivables Sale Agreement. In furtherance of the foregoing, Originator reaffirms and agrees it shall not sell and/or contribute, and Buyer reaffirms and agrees it shall not purchase and/or receive, any Excluded Receivables pursuant to the Receivables Sale Agreement.

Section 5. UCC Authorization. In furtherance of the transactions contemplated by this Amendment, the Agent, for itself and each other Purchaser, hereby authorizes, upon the effectiveness of this Amendment, the filing of amendments to the financing statement filed against Avnet with the Department of State of the State of New York with original file numbers 127178, 129624, 035098, 035089 and 201808170390411 in substantially the forms attached hereto as Annex A-1, Annex A-2, Annex A-3, Annex A-4 and Annex A-5.

Section 6. Miscellaneous.

(a) **Effect; Ratification.** This Amendment is effective solely for the purposes set forth herein and shall be limited precisely as written, and shall not be deemed (i) to be a consent to, or an acknowledgment of, any amendment, waiver or modification of any other term or condition of the Existing Agreement or of any other instrument or agreement referred to therein or (ii) to prejudice any right or remedy which the Agent, any Company or Financial Institution (or any of their respective assigns) may now have or may have in the future under or in connection with the Receivables Purchase Agreement or any other instrument or agreement referred to therein. Each

reference in the Receivables Purchase Agreement to “this Agreement,” “herein,” “hereof” and words of like import and each reference in the other Transaction Documents to the Existing Agreement or to the “Receivables Purchase Agreement” shall mean the Existing Agreement as amended hereby. This Amendment shall be construed in connection with and as part of the Receivables Purchase Agreement and all terms, conditions, representations, warranties, covenants and agreements set forth in the Receivables Purchase Agreement and each other instrument or agreement referred to therein, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

(b) Transaction Documents. This Amendment is a Transaction Document executed pursuant to the Receivables Purchase Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof.

(c) Costs, Fees and Expenses. Seller agrees to reimburse the Agent and each Purchaser and its assigns upon demand for all reasonable and documented out-of-pocket costs, fees and expenses in connection with the preparation, execution and delivery of this Amendment (including the reasonable fees and expenses of counsel to the Agent).

(d) Counterparts. This Amendment may be executed in any number of counterparts, each such counterpart constituting an original and all of which when taken together shall constitute one and the same instrument.

(e) Severability. Any provision contained in this Amendment which is held to be inoperative, unenforceable or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions of this Amendment in that jurisdiction or the operation, enforceability or validity of such provision in any other jurisdiction.

(f) GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

(g) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AMENDMENT, ANY DOCUMENT EXECUTED BY ORIGINATOR PURSUANT TO THIS AMENDMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER OR THEREUNDER.

WELLS FARGO BANK, N.A.,
as a Company and as a Financial Institution

By: /s/ Jonathan Davis
Name: Jonathan Davis
Title: Vice President

WELLS FARGO BANK, N.A.,
as Agent

By: /s/ Jonathan Davis
Name: Jonathan Davis
Title: Vice President

LIBERTY STREET FUNDING LLC,
as a Company

By: /s/ Kevin J. Corrigan
Name: Kevin J. Corrigan
Title: Vice President

THE BANK OF NOVA SCOTIA,
as a Financial Institution

By: /s/ Doug Noe
Name: Doug Noe
Title: Managing Director

BANK OF AMERICA, N.A.
as a Company and as a Financial Institution

By: /s/ Christopher Haynes
Name: Christopher Haynes
Title: Senior Vice President

AVNET, INC.
2021 STOCK COMPENSATION AND INCENTIVE PLAN

ARTICLE 1
PURPOSE OF THE PLAN

The Avnet, Inc. 2021 Stock Compensation and Incentive Plan is intended to advance the interests of the Company by helping Avnet and its Subsidiaries to attract, retain, and appropriately motivate high caliber persons to serve as Eligible Employees and Non-Employee Directors, and by providing incentives to Eligible Employees and Non-Employee Directors that are consistent with the shareholders' interest in maximizing the value of Avnet's Stock.

ARTICLE 2
DEFINITIONS

The following terms, when used in capitalized form, shall have the meanings set forth below:

2.1. "Administrator" means—

(a) with respect to each Award granted to an Eligible Employee, the Committee; and

(b) with respect to each Award granted to a Non-Employee Director, the Independent Directors.

2.2. "Agreement" means the document (written or electronic) that evidences an Award granted hereunder and sets forth the material terms thereof, including any addendum thereto. Each Agreement shall be in such form as prescribed or approved by the Administrator.

2.3. "Avnet" means Avnet, Inc.

2.4. "Award" means a grant under the Plan of an Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Performance Share Unit, Other Stock Unit Award, or Executive Incentive Performance Award, as evidenced by an Agreement.

2.5. "Board of Directors" and "Director" shall mean, respectively, the Board of Directors of Avnet and any member thereof.

2.6. "Change in Control" means the happening of any of the following:

(a) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (a "Person")) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% of either: (A) the then outstanding shares of Stock or (B) the combined voting power of the then outstanding voting securities of Avnet entitled to vote generally in the election of Directors; provided, however, that the following transactions shall not constitute a Change in Control under this subsection (a): (i) any acquisition directly from Avnet (excluding an acquisition by virtue of the exercise of a conversion privilege), (ii) any acquisition by Avnet or an entity controlled by Avnet, or (iii) an acquisition by any employee benefit plan (or related trust) sponsored or maintained by Avnet or any entity controlled by Avnet; or

(b) the individuals who, as of the date of the 2021 annual meeting of Avnet's stockholders (the "Determination Date") constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors; provided, however, that an individual who becomes a Director subsequent to the Determination Date shall be treated as a member of the Incumbent Board if (i) his election, or nomination for election by Avnet's stockholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board, and (ii) his initial assumption of office does not occur as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than a majority of the then Incumbent Board; or

(c) a complete liquidation or dissolution of Avnet, or the sale or other disposition of all or substantially all of the assets of Avnet (in one or more transactions).

Solely with respect to any Award that constitutes "deferred compensation" subject to Section 409A of the Code and that is payable on account of a Change in Control (including any installments or stream of payments that are accelerated on account of a Change in Control), a Change in Control shall occur only if such event also constitutes a "change in the ownership", "change in effective control", and/or a "change in the ownership of a substantial portion of assets" of the Company as those terms are defined under Treasury Regulation Section 1.409A-3(i)(5), but only to the extent necessary to establish a time or form of payment that complies with Section 409A of the Code, without altering the definition of Change in Control for purposes of determining whether a Participant's rights to such Award become vested or otherwise unconditional upon the Change in Control.

2.7. "CEO" means the Chief Executive Officer of Avnet.

2.8. "Code" means the Internal Revenue Code of 1986, as amended.

2.9. "Committee" means the Compensation Committee of the Board of Directors, which shall consist of three or more Non-Employee Directors appointed by the Board of Directors. No individual who is not a "non-employee director" within the meaning of Rule 16b-3 shall serve as a member of the Committee.

2.10. "Company" means Avnet and all its Subsidiaries.

2.11. "Disability" means a "permanent and total disability" within the meaning of Section 22(e)(3) of the Code.

2.12. "Eligible Employee" means an employee of Avnet or of any of its Subsidiaries. The term "Eligible Employee" shall also include an individual retained by Avnet or any of its Subsidiaries to render services as a consultant or advisor other than services in connection with the offer or sale of securities in a capital-raising transaction or services that directly or indirectly promote or maintain a market for Avnet's securities.

2.13. "Exchange Act" means the Securities Exchange Act of 1934, as amended.

2.14. "Executive Incentive Performance Award" or "EIP Award" means a performance-based cash award granted pursuant to Article 11.

2.15. "Executive Officer" means an employee designated by Avnet as an executive officer under Rule 16b-3.

2.16. "Fair Market Value" means, with respect to any date, the closing price (as reported for the Nasdaq Composite Index) at which shares of Stock have been sold on such date (or, if such date is a date for which no trading is so reported, on the next preceding date for which trading is so reported), or such other price as determined by the Committee in accordance with applicable law.

2.17. "Grant Date" means, with respect to granting an Award or modification of an outstanding Award, the date on which the material terms of the Award (including the number of shares covered by the Award, the

conditions for vesting, lapse of the Period of Restriction, and exercise, and the purchase price, if any) are established and all action constituting the making or modification of such Award is completed, without regard to (a) the date on which the applicable Agreement is executed or (b) whether such Award or modification is subject to future shareholder approval or other conditions. The Grant Date for any Award shall not occur before the recipient of the Award becomes an Eligible Employee or Non-Employee Director, as applicable.

2.18. "*Incentive Stock Option*" or "*ISO*" means an Option intended to qualify as an "incentive stock option" under Section 422 of the Code.

2.19. "*Independent Directors*" means members of the Board of Directors acting as a group, each of whom satisfies Avnet's "Director Independence Standards."

2.20. "*Non-Employee Director*" means a Director who is not an Eligible Employee.

2.21. "*Option*" means an Award granted pursuant to Article 5. In general, an Option gives the recipient the right to purchase a specified number of shares, which may be vested shares or Restricted Stock, at a specified price during a specified term, subject to the terms and conditions of the applicable Agreement.

2.22. "*Optionee*" means a person who, at the time in question, holds an Option that then remains unexercised in whole or in part, has not been surrendered, and has not expired or terminated. The term "Optionee" also includes any Successor Optionee.

2.23. "*Other Stock Unit Award*" means a full value Award (*i.e.*, not an Option, SAR, or other appreciation award) granted pursuant to Article 10.

2.24. "*Participant*" means an Eligible Employee or Non-Employee Director who has been granted an Award hereunder.

2.25. "*Performance Criteria*" means any of the following criteria as related to Avnet, any Subsidiary, or any division or other area of Avnet or a Subsidiary:

(a) Economic profit; economic value added; price of Stock; total stockholder return; revenues; sales; sales productivity; sales growth; net income; operating income; gross profit; earnings per share; return on equity; return on investment; return on capital employed; cash flow; operating margin; gross margin; operating unit contribution; achievement of annual operating profit plans; debt level; market share; net worth; or other similar financial performance measures as may be determined by the Committee; or

(b) Strategic business criteria consisting of one or more objectives based on meeting specified market penetration or market share; geographic business expansion; objective customer satisfaction goals; objective goals relating to divestitures, joint ventures, mergers, acquisitions, and similar transactions; implementation or completion of specified projects or processes strategic or critical to the Company's business operations; individual business objectives; objective measures of brand recognition/acceptance; performance achievements on designated projects or objectives; objective measures of regulatory compliance; objective measures of environmental, social and corporate governance; successful completion of internal or external audits; successful integration of business units; successful hiring, diversity, equity and inclusion initiatives, retention of talent, or other succession planning; or objective measures of employee engagement and satisfaction.

In addition, Performance Criteria may include any other criteria selected by the Committee.

2.26. "*Performance Objectives*" means, for any Award that is contingent in whole or in part on achievement of performance objectives, the objectives or other performance levels with respect to specified Performance Criteria that are measured over a Performance Period for the purpose of determining the amount of such Award and/or whether such Award is granted or vested.

2.27. "*Performance Period*" means a period over which achievement of Performance Objectives is measured, as set forth in the applicable Agreement.

2.28. "*Performance Share Unit*" means an Award granted pursuant to Article 9. In general, a Performance Share Unit gives the recipient a contractual right to receive a target number of shares of Stock or cash upon the attainment of specified Performance Objectives.

2.29. "*Period of Restriction*" means the period during which the transfer of shares of Restricted Stock is restricted, pursuant to Article 7.

2.30. "*Plan*" means the Avnet, Inc. 2021 Stock Compensation and Incentive Plan, as set forth herein and as amended from time to time.

2.31. "*Restricted Stock*" means an Award of Stock granted pursuant to Article 7. In general, Restricted Stock is Stock that, during a Period of Restriction, is subject to a substantial risk of forfeiture and restrictions against sale or other transfer.

2.32. "*Restricted Stock Unit*" means an Award granted pursuant to Article 8. In general, a Restricted Stock Unit gives the recipient a contractual right to receive cash or shares of Stock upon the attainment of specified vesting conditions.

2.33. "*Rule 16b-3*" means SEC Rule 16b-3 promulgated under the Exchange Act.

2.34. "*Securities Act*" means the Securities Act of 1933, as amended.

2.35. "*Stock*" means, subject to the adjustment provisions set forth in Article 13, Avnet's \$1.00 par value common stock.

2.36. "*Stock Appreciation Right*" or "*SAR*" means an Award granted pursuant to Article 6. In general, a Stock Appreciation Right gives the recipient the right to receive, upon exercise of the Award, an amount equal to the excess of the Fair Market Value of the shares of Stock with respect to which the SAR is being exercised (determined as of the exercise date) over the exercise price set forth in the Agreement.

2.37. "*Subsidiary*" means a corporation in which Avnet directly or indirectly owns more than 50% of the total combined voting power of all classes of capital stock.

2.38. "*Successor Optionee*" means any person who, under the provisions of Article 5, has acquired from an Optionee the right to exercise an Option, for so long as such Option remains unexercised in whole or in part, and has not been surrendered, exercised, or terminated.

ARTICLE 3 SHARES RESERVED FOR THE PLAN

3.1. *General Limitations.* Subject to the adjustment provisions set forth in Article 13, the maximum number of shares of Stock that may be delivered pursuant to the exercise of Awards granted under the Plan shall be 2,500,000 shares. All such shares shall be available for any type of Award, including Incentive Stock Options. At no time shall there be outstanding Awards under the Plan covering more than such maximum number of shares less the aggregate of the shares of Stock previously delivered pursuant to the exercise of Options (including the shares of Stock previously covered by Options surrendered in connection with the exercise of SARs), the shares of Stock with respect to which stock-settled SARs have been exercised (without regard to the number of shares of Stock issued upon settlement of such SARs), and the shares of Stock previously delivered pursuant to the vesting of Restricted Stock, Restricted Stock Units, Performance Share Units, and Other Stock Unit Awards. The shares of Stock authorized hereunder shall be in addition to the shares of Stock authorized for grant under the Avnet, Inc. 2016 Stock Compensation Plan (the "2016 Plan"),

which shall continue to be available for grant under the 2016 Plan. Shares of Stock subject to Awards may consist of authorized but unissued shares of Stock and/or shares of Stock held in Avnet's treasury.

3.2. *Individual Limitations.* No individual may be granted Awards in any calendar year for more than 1,000,000 shares in the aggregate (including Options, SARs, Restricted Stock, Restricted Stock Units, Performance Share Units, and other equity-based awards). Awards granted to an individual in a calendar year may consist of a single type (e.g., Options) or a mix of types, as long as the aggregate share limit for the year is not exceeded. In addition, no Non-Employee Director may be granted Awards covering shares with a value at the time of grant of more than \$1 million in any calendar year; provided, however, that Awards covering shares with a value of up to \$2 million may be granted to a Non-Employee Director during the calendar year in which the Non-Employee Director first joins the Board of Directors or is first designated as Chairman of the Board of Directors or Lead Director.

3.3. *Termination and Expiration of Awards.* If an Award is canceled, forfeited, expired or otherwise terminates or is settled without delivery of shares of Stock, whether in whole or in part, the number of shares of Stock covered by such Award immediately before such cancellation, forfeiture, expiration, termination, or settlement shall thereupon be added back to the number of shares of Stock otherwise available for further grants of Awards hereunder; provided, however, that the following transactions involving shares of Stock shall not result in shares of Stock becoming available for subsequent Awards: (a) Stock tendered or withheld in payment of the exercise price of an Option; (b) Stock tendered or withheld for taxes; (c) Stock that was subject to a stock-settled SAR or an Option that was related to a SAR and was not issued upon the settlement or exercise of such SAR; and (d) Stock repurchased by the Company with the proceeds of an Option exercise.

ARTICLE 4 ADMINISTRATION OF THE PLAN

4.1. *Plan Administration.* This Plan shall be administered by the Administrator. The Administrator shall have full and exclusive power to: (a) construe and interpret the Plan; (b) establish and amend rules and regulations for the administration of the Plan; (c) correct any defect, remedy any omission, and reconcile any ambiguity or inconsistency in the Plan or any Award in the manner and to the extent it deems necessary or desirable to carry out the intent of the Plan and such Award; and (d) certify the level as to which each Performance Objective was attained. Subject to Section 4.6, the Administrator may delegate some or all of its authority under the Plan (including powers not referenced in this Section 4.1) to one or more Company officers, to the extent permitted by and not inconsistent with any requirements of applicable law.

4.2. *Committee's Authority to Grant Awards.* In addition to the powers enumerated in Section 4.1 (and without limiting the generality thereof), the Committee shall have plenary authority and discretion to determine the time or times at which Awards shall be granted to Eligible Employees, the Eligible Employees to whom Awards shall be granted, the number of shares of Stock (or for Awards denominated in cash, the dollar amount) to be covered by each such Award, and the terms and conditions upon which each such Award may be exercised (in each case, to the extent not inconsistent with the provisions of this Plan). Subject to the requirements of the Plan, the terms and conditions prescribed or approved for any Award granted by the Committee (as reflected in the applicable Agreement) shall be entirely within the discretion of the Committee.

4.3. *Independent Directors' Authority to Grant Awards.* In addition to the powers enumerated in Section 4.1 (and without limiting the generality thereof), the Independent Directors shall have plenary authority and discretion to determine the time or times at which Awards shall be granted to Non-Employee Directors, the Non-Employee Directors to whom Awards shall be granted, the number of shares of Stock (or for Awards denominated in cash, the dollar amount) to be covered by each such Award, and the terms and conditions upon which each such Award may be exercised (in each case, to the extent not inconsistent with the provisions of this Plan); provided that (a) no Director shall participate in any action taken with respect to an Award granted or to be granted to such Director, unless the same action is contemplated for all similarly situated Directors, and (b) no Award shall be granted to a Non-Employee Director unless such grant is approved by a majority of the Independent Directors. Subject to the requirements of the Plan, the terms and conditions prescribed or approved for any Award granted by the Independent Directors (as reflected in the applicable Agreement) shall be entirely within the discretion of the Independent Directors.

4.4. *Actions of the Committee.* A majority of the members of the Committee (but not less than two) shall constitute a quorum, and all acts, decisions or determinations of the Committee shall be by majority vote of such of its members as shall be present at a meeting duly held at which a quorum is so present. Any act, decision, or determination of the Committee reduced to writing and signed by a majority of its members (but not less than two) shall be fully effective as if it had been made, taken or done by vote of such majority at a meeting duly called and held.

4.5. *Reporting.* The Committee shall provide reports as may from time to time be prescribed by the Board of Directors.

4.6. *CEO Authority to Grant Awards.* The CEO shall have authority to make Awards to Eligible Employees who are not Executive Officers, including Eligible Employees who are promoted to Executive Officer positions, subject to such limits, if any, as the Committee may impose. The CEO shall have plenary authority and discretion to determine the time or times at which Awards that the CEO is authorized to grant shall be granted, the Eligible Employees to whom such Awards shall be granted, the number of shares of Stock (or for Awards denominated in cash, the dollar amount) to be covered by each such Award, and the terms and conditions upon which each such Award may be exercised (in each case, to the extent not inconsistent with the provisions of this Plan).

4.7. *Determining Amount Payable.* With respect to any Award that is conditioned in whole or in part on the achievement of Performance Objectives, the Administrator shall determine the extent to which the applicable Performance Objectives were achieved and shall have discretion to reduce the amount that becomes vested or payable upon achievement of such Performance Objectives.

4.8. *Decisions of the Administrator.* All determinations and decisions made by the Administrator pursuant to the provisions of the Plan shall be final, conclusive, and binding upon all persons and the Company, except to the extent that the terms of any sale or award of shares of Stock, or any grant of rights or Options under the Plan, are required by law or by the Articles of Incorporation or By-laws of Avnet to be approved by the Board of Directors or shareholders.

4.9. *Law Compliance.* Notwithstanding any other provision of the Plan, the Administrator may impose such conditions on any Award, and the Board of Directors may amend the Plan in any such respects, as the Administrator or the Board of Directors determines is necessary or desirable to avoid adverse consequences under Rule 16b-3, Section 162(m) of the Code, Section 409A of the Code, Section 280G of the Code, or any other applicable law; and the Plan shall be construed consistently with the intent to avoid adverse consequences under applicable law.

ARTICLE 5 OPTIONS

5.1. *Grant.* The Committee (and the CEO to the extent permitted by Section 4.6) may grant Options to Eligible Employees, and the Independent Directors may grant Options to Non-Employee Directors.

5.2. *Exercise Price.* The price per share at which Stock subject to an Option may be purchased shall be set forth in the Agreement. In no event shall such exercise price be less than 100% of the Fair Market Value of the Stock on the Grant Date.

5.3. *Term.* The term of each Option granted under the Plan shall be set forth in the Agreement; provided, however, that in no event shall an Option be exercisable after the day before the tenth (10th) anniversary of the Grant Date. Unless sooner forfeited or otherwise terminated pursuant to the terms hereof or of the Agreement, each Option granted under the Plan shall expire at the end of its term, and the term may not be extended. No Option may be exercised after the expiration of its term.

5.4. *Exercisability (Vesting).* Each Option granted under the Plan shall be subject to the vesting conditions set forth in the Agreement; provided, however, that the exercisability of any Option may be accelerated to the extent permitted by Section 12.2 (Acceleration of Vesting). Subject to Section 12.2, an

Option shall become vested no faster than pro rata over the three (3) year period that starts on the Grant Date. Subject to the provisions of the Agreement, each Option granted under the Plan that has become exercisable pursuant to this Section 5.4 shall remain exercisable thereafter until the expiration of its term as described in Section 5.3.

5.5. *Exercise.* To the extent that an Option has become exercisable in accordance with Section 5.4, such Option may be exercised by notice to Avnet, in a form approved by Avnet, stating the number of shares of Stock with respect to which such Award is being exercised, accompanied by payment in full therefor as described below. After receipt of such notice and payment, subject to Section 12.6 (Registration of Shares), Avnet shall record the stock transfer on its books and records without the need to issue a physical certificate. The payment due upon exercise of an Option may be made in any form permitted by the Administrator. The permitted forms of payment may (but are not required to) include (a) check (certified, if so required by Avnet); (b) shares of Stock with a fair market value, at the date of receipt by Avnet, equal to the aggregate exercise price (plus withholding, if applicable); (c) a combination of subsections (a) and (b) of this Section 5.5; (d) having Avnet retain from the Stock otherwise issuable upon exercise of the Option a number of shares of Stock having a fair market value equal to the exercise price of the Option (plus withholding, if applicable); (e) to the extent permitted by applicable law, by delivering a properly executed exercise notice, together with irrevocable instructions to a broker to promptly deliver to Avnet the exercise price and to deliver to the Participant the net amount of shares received upon exercise (after subtracting the exercise price, withholding, and any broker fee); or (f) any other manner acceptable to the Administrator.

5.6. *General Modification Rules; Limits on Repricing.* The Administrator may, for such consideration (if any) as it may deem adequate and with the prior consent of the Optionee, modify the terms of any outstanding Option; provided, however, that except to the extent permitted by Section 5.8, no Option may be repriced, replaced, or regranted through cancellation, or by lowering the exercise price of such Option, and no Option with an exercise price that exceeds the Fair Market Value of a share of Stock shall be exchanged for a cash payment, without shareholder approval.

5.7. *Dividend Rights.* Participants in whose name Options are granted shall not be entitled to receive dividends or other distributions with respect to shares of Stock underlying such Options prior to the exercise of such Options.

5.8. *Special Modification in the Event of a Corporate Transaction.* In the event of a corporate transaction (within the meaning of Treas. Reg. § 1.424-1(a)(3)), the Administrator may provide for the assumption or substitution of outstanding Options, provided that the requirements of Treas. Reg. § 1.424-1(a) are satisfied with respect to Incentive Stock Options, and the requirements of Treas. Reg. § 1.409A-1(b)(v)(D) are satisfied with respect to all other Options.

5.9. *Special Rules for Incentive Stock Options ("ISOs").* ISOs shall be subject to the requirements of Section 422 of the Code, including the following (all of which shall be interpreted consistent with the intent to comply with the requirements of Section 422 of the Code and not to impose any restrictions that are not required by Section 422):

(a) *Shares Available for ISO Grants.* All shares of Stock authorized for Awards under Article 3 are available to be issued through ISOs; provided, however, that to the extent required by Section 422 of the Code, canceled Awards shall continue to be counted against the number of shares available.

(b) *Optionee Must Be an Employee.* No ISO shall be granted to any individual who is not an employee of Avnet or a Subsidiary.

(c) *Special Rules for 10% Owners.* An Incentive Stock Option shall not be granted to an individual who, immediately before the time the Option is granted, owns shares of Stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of Avnet, unless the Agreement for such Incentive Stock Option provides that (i) the exercise price is no less than one hundred and ten percent (110%) of the Fair Market Value of the Stock on the Grant Date (determined

in accordance with Treas. Reg. § 1.422-2(f)(1)), and (ii) the Option expires no later than the fifth (5) anniversary of the Grant Date.

ARTICLE 6
STOCK APPRECIATION RIGHTS ("SARs")

6.1. *Grant.* The Committee (and the CEO to the extent permitted by Section 4.6) may grant SARs to Eligible Employees, and the Independent Directors may grant SARs to Non-Employee Directors. Each SAR may be free-standing or related to all or part of an Option. In the discretion of the Administrator, a SAR related to an Option may be granted at any time before the related Option is exercised, expires, is terminated, or is surrendered, and may be modified when the related Option is modified.

6.2. *Exercise Price.* The exercise price per share for each free-standing SAR granted under the Plan shall be set forth in the Agreement. In no event shall the exercise price be less than 100% of the Fair Market Value of the Stock on the Grant Date.

6.3. *Term.* The term of each SAR granted under the Plan shall be set forth in the Agreement; provided, however that in no event shall a SAR be exercisable after the day before the tenth (10th) anniversary of the Grant Date. Unless sooner forfeited or otherwise terminated pursuant to the terms hereof or of the Agreement, each SAR granted under the Plan shall expire at the end of its term, and the term may not be extended. No SAR may be exercised after the expiration of its term.

6.4. *Exercisability (Vesting).* Each SAR granted under the Plan shall be subject to the vesting conditions set forth in the Agreement; provided, however, that (a) the exercisability of any SAR may be accelerated to the extent permitted by Section 12.2 (Acceleration of Vesting), and (b) if a SAR relates to all or part of an Option, such SAR shall be exercisable only to the extent that the related Option is exercisable. Subject to Section 12.2, a SAR shall become vested no faster than pro rata over the three (3) year period that starts on the Grant Date. Subject to the provisions of the Agreement, each SAR that is exercisable pursuant to this Section 6.4 shall remain exercisable thereafter until the expiration of its term as described in Section 6.3.

6.5. *Exercise.* To the extent that a SAR has become exercisable in accordance with Section 6.4, such SAR may be exercised in accordance with the procedures set forth in Section 5.5 (Exercise), but without the requirement to make a payment therefor. If the SAR is related to all or part of an Option, the Optionee must provide with the exercise notice an instrument effecting the surrender of the related portion of the Option. Each SAR may be settled in shares of Stock, cash, or a combination of cash and shares (provided that shares of Stock underlying any SAR that is settled in cash shall not be available to be issued in a future Award). No fractional shares shall be issued; any amount that would have been payable in fractional shares shall be paid in cash.

6.6. *Other Conditions.* The Administrator (or its designee) may impose any other conditions upon the exercise of SARs. Such conditions may govern the right to exercise SARs granted before the adoption or amendment of such conditions as well as SARs granted thereafter.

6.7. *Dividend Rights.* Participants in whose name SARs are granted shall not be entitled to receive dividends or other distributions with respect to shares of Stock underlying such SARs.

6.8. *Modification and Cancellation Rules.* The modification and cancellation rules and restrictions set forth in Sections 5.6 (General Modification Rules) and 5.8 (Special Modification in the Event of a Corporate Transaction) shall also apply with respect to SARs.

ARTICLE 7 RESTRICTED STOCK

7.1. *Grant.* The Committee (and the CEO to the extent permitted by Section 4.6) may grant Restricted Stock to Eligible Employees, and the Independent Directors may grant Restricted Stock to Non-Employee Directors. The number of shares granted pursuant to any Restricted Stock Award, and the purchase price (if any), shall be set forth in the Agreement.

7.2. *Restrictions.* During the Period of Restriction set forth in the applicable Agreement, shares of Restricted Stock shall not be sold, transferred, pledged, assigned, exchanged, encumbered, alienated, hypothecated, or otherwise disposed of. Except as otherwise provided in the Agreement, if a Participant's employment or other service with the Company terminates before the end of the Period of Restriction for any shares of Restricted Stock, all such restricted shares shall be forfeited, and all rights of the Participant with respect to such shares of Stock shall immediately terminate without any payment or other consideration therefor; provided that if the Participant paid for any of the forfeited shares, the Company shall refund the purchase price (without interest or any other earnings). Any forfeited shares of Restricted Stock that had been delivered to, or held in custody for, a Participant shall be returned to Avnet, accompanied by any instrument of transfer requested by Avnet.

7.3. *Lapse of Period of Restriction (Vesting).* The Period of Restriction for each Award of Restricted Stock shall lapse only upon satisfaction of conditions set forth in the Agreement. Such conditions may be based on (a) continued service to Avnet or a Subsidiary for a specified period, (b) achievement of Performance Objectives, or (c) a combination of (a) and (b). Subject to Section 12.2, the Period of Restriction for any Award of Restricted Stock shall lapse no faster than pro rata over the three (3) year period that starts on the Grant Date.

7.4. *Settlement of Restricted Stock.* Shares of Restricted Stock shall become freely transferable immediately following the last day of the Period of Restriction. As soon as practicable after the Period of Restriction lapses, Avnet shall record the stock transfer on its books and records without the need to issue a physical certificate.

7.5. *Voting Rights.* During the Period of Restriction, Participants in whose name Restricted Stock is granted under the Plan may exercise full voting rights with respect to those shares.

7.6. *Dividend Rights.* During the Period of Restriction, Participants in whose name Restricted Stock is granted shall be entitled to receive all dividends and other distributions paid with respect to such Restricted Stock Awards, as set forth in this Section 7.6. Dividends paid in cash shall be automatically reinvested in additional shares of Restricted Stock at a purchase price per share equal to the Fair Market Value of a share of Stock on the date such dividend is paid; provided, however, that fractional shares shall not be issued. Any amount that would have been invested in a fractional share shall be payable to the Participant in cash when the Period of Restriction for the underlying shares lapses. All additional shares of Stock received by a Participant in respect of a dividend or other distribution on Restricted Stock, whether through reinvestment or through a dividend or other distribution paid in shares of Stock, shall be subject to the same restrictions (for the same Period of Restriction) as the Restricted Stock with respect to which they were received; and the right to receive cash with respect to any fractional share shall be subject to forfeiture until the Period of Restriction for the underlying shares lapses.

7.7. *Foreign Laws.* Notwithstanding any other provision of the Plan, if Restricted Stock is to be awarded to a Participant who is subject to the laws, including the tax laws, of any country other than the United States, the Committee may, in its discretion, direct Avnet to sell, assign, or otherwise transfer the Restricted Stock to a trust or other entity or arrangement, rather than grant the Restricted Stock directly to the Participant.

**ARTICLE 8
RESTRICTED STOCK UNITS**

8.1. *Grant.* The Committee (and the CEO to the extent permitted by Section 4.6) may grant Restricted Stock Units to Eligible Employees, and the Independent Directors may grant Restricted Stock Units to Non-Employee Directors. The number of shares of Stock underlying any Restricted Stock Unit Award shall be set forth in the Agreement.

8.2. *Vesting.* An Award of Restricted Stock Units shall be subject to vesting conditions set forth in the applicable Agreement. Such vesting conditions may be based on (a) continued service to Avnet or a Subsidiary for a specified period, (b) achievement of Performance Objectives, or (c) a combination of (a) and (b). Subject to Section 12.2, a Restricted Stock Unit Award shall become vested no faster than pro rata over the three (3) year period that starts on the Grant Date.

8.3. *Settlement of Restricted Stock Units.* Subject to Section 12.6 (Registration of Shares), as soon as practicable after any Restricted Stock Unit becomes vested, Avnet shall transfer to the Participant one share of Stock for each such vested Restricted Stock Unit, cash in lieu of shares of Stock, or a combination of cash and shares of Stock. No fractional shares shall be issued with respect to vesting of Restricted Stock Units.

8.4. *Dividend Rights.* Participants in whose name Restricted Stock Units are granted shall not be entitled to receive dividends or other distributions with respect to shares of Stock underlying such Restricted Stock Unit, unless the Agreement provides otherwise. Any right to receive dividends or other distributions shall be subject to the same vesting conditions and risk of forfeiture as the Restricted Stock Units with respect to which such right is granted, and all dividends and distributions shall be paid when the applicable Restricted Stock Units are settled.

**ARTICLE 9
PERFORMANCE SHARE UNITS**

9.1. *Grant.* The Committee (and the CEO to the extent permitted by Section 4.6) may grant Performance Share Units to Eligible Employees, and the Independent Directors may grant Performance Share Units to Non-Employee Directors. The target and maximum number of Shares deliverable upon achievement of the applicable Performance Objectives shall be set forth in the Agreement.

9.2. *Vesting.* Vesting of Performance Share Units shall be conditioned upon the achievement of specified Performance Objectives over a specified Performance Period, and such other conditions as are set forth in the Agreement. Subject to Section 12.2, Awards of Performance Share Units shall become vested no faster than pro rata over the three (3) year period that starts on the Grant Date.

9.3. *Settlement of Performance Shares.* After Performance Share Units become vested, Avnet shall transfer to the Participant shares of Stock or cash, or a combination of cash and shares of Stock, corresponding to the vested amount (determined after taking into account the Administrator's discretion to reduce the amount payable upon achievement of Performance Objectives). No fractional shares shall be issued with respect to vesting of Performance Share Units.

9.4. *Dividend Rights.* Participants in whose name Performance Share Units are granted shall not be entitled to receive dividends or other distributions with respect to shares of Stock underlying such Performance Share Units, unless the Agreement provides otherwise. Any right to receive dividends or other distributions shall be subject to the same vesting conditions and risk of forfeiture as the Performance Share Units with respect to which such right is granted, and all dividends and distributions shall be paid when the applicable Performance Share Units are settled.

**ARTICLE 10
OTHER STOCK UNIT AWARDS**

10.1. *Grant.* The Committee (and the CEO to the extent permitted by Section 4.6) may grant Other Stock Unit Awards to Eligible Employees, and the Independent Directors may grant Other Stock Unit Awards to Non-Employee Directors. Each Other Stock Unit Award may be granted as a stand-alone Award or in connection with another Award made under the Plan, and may be in the form of Stock or other securities. The number of shares of Stock or other securities underlying any Other Stock Unit Award shall be set forth in the Agreement.

10.2. *Amount of Award.* The value of each Other Stock Unit Award shall be based, in whole or in part, on the value of the underlying Stock or other securities. The Agreement may provide that an Other Stock Unit Award may provide to the Participant (a) dividends or dividend equivalents and (b) cash payments in lieu of or in addition to an Award.

10.3. *General Rules for Other Stock Unit Awards.* Subject to the requirements of the Plan, including this Section 10.3, the terms, restrictions, conditions, vesting requirements, and payment rules of an Other Stock Unit Award (collectively, the "Rules") shall be set forth in the Agreement. The Rules for each Other Stock Unit Award need not be consistent from one Other Stock Unit Award to another.

(a) An Other Stock Unit Award shall be subject to vesting conditions set forth in the applicable Agreement, which may be based on any criterion permitted by Section 8.2 (Vesting). Subject to Section 12.2, the minimum vesting period required by Section 8.2 shall also apply for Other Stock Unit Awards; provided that the minimum vesting period shall not apply for full value awards granted to Non-Employee Directors.

(b) An Other Stock Unit Award may be contingent on the payment of cash consideration by the Participant or may provide for delivery of the Award, and any Stock or other securities issued in conjunction with the Award, without any payment of cash consideration.

(c) An Other Stock Unit Award may be subject to a deferred payment schedule, if so set forth in the Agreement.

(d) The Administrator, in its sole and complete discretion, as a result of certain circumstances, including the assumption of, or substitution of stock unit awards of a company with which Avnet or a Subsidiary participates in an acquisition, separation, or similar corporate transaction, may waive or otherwise remove, in whole or in part, any restriction or condition imposed on an Other Stock Unit Award at the time of grant.

**ARTICLE 11
EXECUTIVE INCENTIVE PERFORMANCE AWARDS**

11.1. *EIP Awards.* The Committee (and the CEO to the extent permitted by Section 4.6) may issue EIP Awards to Eligible Employees who are Executive Officers or members of senior management of Avnet or of any of its Subsidiaries. Neither this Article 11 nor any other provision of the Plan shall limit in any way the authority of the CEO and other Company officers to issue incentive pay and cash bonuses to Eligible Employees who are not Executive Officers.

11.2. *Determination of EIP Amount.* The amount of an EIP Award shall be determined by the Committee (or the CEO to the extent permitted by Section 4.6) and shall be contingent upon the achievement of Performance Objectives specified by the Committee, as set forth in the Agreement.

11.3. *Payment of Awards.* EIP Awards shall be paid in cash after the Performance Period has ended and the Committee has certified that the specified Performance Objectives were achieved. Except as

otherwise expressly provided in an Agreement, payment shall be made no later than the end of the "applicable 2-½ month period" described in Treas. Reg. § 1.409A-1(b)(4)(i)(A).

11.4. *Individual Limitation.* The maximum individual EIP Award permitted for a 12-month Performance Period, is \$5,000,000. If the Performance Period is not twelve (12) months, the \$5,000,000 limitation shall be adjusted on a pro-rata basis (downward if the Performance Period is less than 12 months and upward if the Performance Period is more than 12 months) to reflect the length of the Performance Period.

ARTICLE 12 ADDITIONAL TERMS AND PROVISIONS

12.1. *Agreements.* Promptly after the granting of any Award or the modification of any outstanding Award, the Administrator shall cause such Participant to be notified of such action and shall cause Avnet to deliver to such Participant an Agreement (which Agreement shall be signed on behalf of Avnet by an officer of Avnet with appropriate authorization therefor) evidencing the Award so granted or modified and the terms and conditions thereof and including (when appropriate) an addendum evidencing the Award so granted or modified and the terms and conditions thereof.

12.2. *Acceleration of Vesting and Cancellation of Options and SARs.* The Administrator, in its sole discretion, may accelerate the vesting of any Award (including the lapsing of the Period of Restriction for Restricted Stock), or remove conditions for vesting (or lapsing of the Period of Restriction) upon a Change in Control or the Participant's death, retirement, layoff, separation from service in connection with a Change in Control, or other separation from service where the Administrator determines that such treatment is appropriate and in the Company's best interests, as well as upon assumption of, or in substitution for equity awards of a company with which Avnet or a Subsidiary participates in an acquisition, separation, merger, or similar corporate transaction. In addition, the Administrator may grant awards of Options, SARs, Restricted Stock, Restricted Stock Units, Performance Share Units and Other Stock Unit Awards that do not satisfy the minimum vesting periods and Periods of Restriction prescribed by Sections 5.4, 6.4, 7.3, 8.2, 9.2, and 10.3(a), provided that the total number of shares of Stock underlying Awards that do not satisfy such minimum vesting periods and Periods of Restriction shall not exceed five percent (5%) of the total number of shares available for grant under the Plan. In connection with a Change in Control, any Options or SARs may be canceled in exchange for the right (to the extent vested) to receive, at a time determined by the Administrator, a cash payment equal to the excess, if any, of the fair market value of the Stock subject to the Option or SAR over the exercise price. For the avoidance of doubt, no payment shall be required with respect to any Option or SAR for which the exercise price exceeds the fair market value of the Stock at the time of the cancellation (*i.e.*, an "under water" option or SAR).

12.3. *Tax Withholding.* The Company shall have the right to deduct from all amounts paid to a Participant or beneficiary any taxes that it determines are required by law to be withheld in respect of Awards under the Plan. In the case of an Award settled in shares of Stock, no shares of Stock shall be issued, and no election under Section 83(b) of the Code shall be accepted, unless and until arrangements satisfactory to the Company have been made to satisfy any applicable withholding tax obligations. Without limiting the generality of the foregoing and subject to such terms and conditions as the Committee may impose, the Company shall have the right to (a) retain shares of Stock or (b) subject to such terms and conditions as the Committee may establish from time to time, allow Participants or beneficiaries to (i) tender shares of Stock (including shares of Stock issuable in respect of an Award) to satisfy, in whole or in part, the amount required to be withheld, or (ii) pay the required tax withholding amount to Avnet in cash; and the fair market value of shares of Stock withheld may exceed the minimum statutory withholding requirements. For purposes of determining the number of shares of Stock required to satisfy a tax withholding obligation, the fair market value shall be calculated as of the date that the amount to be withheld is determined. Unless a Participant or beneficiary, as applicable, requests to pay Avnet cash for any fractional share that would otherwise be required to be withheld to satisfy a tax withholding obligation, the number of shares of Stock withheld by Avnet shall be rounded up to the nearest whole number. Regardless of the amount withheld, each Participant and beneficiary shall be responsible at all times for paying all federal, state, and local income and employment taxes allocable to such Participant or beneficiary with respect to any Award (including taxes due with respect to imputed income), and the Company

shall not be responsible for any interest or penalty that a Participant incurs by failing to make timely payments of tax.

12.4. *No Right to Employment; No Right to Award.* The Plan shall not confer upon any Participant or other individual any right with respect to continuance of employment by the Company, or continuance of membership on the Board of Directors, nor shall it interfere in any way with his right, or the Company's right, to terminate his employment or Board membership at any time. No provision of the Plan shall be construed to give any Eligible Employee or Non-Employee Director a right to receive an Award.

12.5. *Shareholder Rights.* Except as provided in Article 7 with respect to Restricted Stock, no Participant shall acquire or have any rights as a shareholder of Avnet by virtue of any Award until the shares of Stock issued pursuant to the Award or the exercise thereof are recorded in the books and records of Avnet in accordance with the terms of the Plan. Subsequent to such recordation in the books and records of Avnet, the recipient of shares of Stock shall have the full rights of a holder of such Stock.

12.6. *Registration of Shares.* It is Avnet's present intention to register the shares of Stock issued pursuant to the Plan under the Securities Act as necessary. Avnet shall not be obligated to sell or deliver any shares of Stock pursuant to the granting, vesting, or exercise of any Award unless and until—

(a) either (i) Avnet has received from its counsel an opinion concluding that such shares need not be registered under the Securities Act, or (ii) (A) such shares have been registered under the Securities Act, (B) no stop order suspending the effectiveness of such registration statement has been issued and no proceedings therefor have been instituted or threatened under the Securities Act, and (C) there is available at the time of such grant, vesting event, or exercise (as applicable) a prospectus containing certified financial statements and other information meeting the requirements of Section 10(a)(3) of the Securities Act;

(b) such shares are (or upon official notice of issuance will be) listed on each national securities exchange on which the class of Stock is then listed;

(c) if necessary, the prior approval of such delivery has been obtained from any State regulatory body having jurisdiction (but nothing herein contained shall be deemed to require Avnet to register or qualify as a foreign corporation in any State nor, except as to any matter or transaction relating to the sale or delivery of such shares, to consent to service of process in any State); and

(d) if the Committee so requires, Avnet has received an opinion from its counsel with respect to compliance with the matters set forth in subsections (a), (b), and/or (c) of this Section 12.6.

In addition, the making of any Award or determination, the delivery or recording of a stock transfer, and payment of any amount due to a Participant may be postponed for such period as Avnet may require, in the exercise of reasonable diligence, to comply with the requirements of any applicable law.

12.7. *Document Requirements.* The Committee may require, as a condition of any payment or share issuance, that certain agreements, undertakings, representations, certificates, and/or information, as the Committee may deem necessary or advisable, be executed or provided to the Company to assure compliance with all applicable laws.

12.8. *Deferrals.* The Administrator may allow a Participant to elect to defer receipt of any payment of cash or any delivery of shares of Stock that would otherwise be due to such Participant by virtue of the exercise, earn-out, or settlement of any Award made under the Plan, other than Options or Stock Appreciation Rights. If such election is permitted, the Committee shall establish rules and procedures for such deferrals, including provisions that the Committee or the Participant determines are necessary or advisable to comply with, or avoid being subject to, the requirements of Section 409A of the Code, and provisions for the payment or crediting of dividend equivalents in respect of deferrals credited in units of Stock.

12.9. *Recoupment/Clawback.* Each Award shall be subject to the terms and conditions of Avnet'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 (taking into account changes to such policy that are made after the date hereof and after the date of the applicable Agreement).

12.10. *Nontransferability.* Except as otherwise provided in Section 7.7 (Foreign Laws), this Section 12.10, or the applicable Agreement, no Award granted under the Plan, and no interests therein, may be sold, transferred, pledged, assigned, exchanged, encumbered or otherwise alienated or hypothecated; and each Award shall be exercisable during the Participant's lifetime only by the Participant or his legal guardian or representative.

(a) An Award may be transferred by testamentary disposition or the laws of descent and distribution.

(b) The Committee shall have sole discretion to approve, and to establish terms and conditions for, a transfer of an Option other than an Incentive Stock Option to (i) the child, step-child, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, including adoptive relationships, and any person sharing the Participant's household (other than a tenant or employee) of the Participant (an "Immediate Family Member"); (ii) a trust in which Immediate Family Members have more than 50% of the beneficial interest; (iii) a foundation in which Immediate Family Members or the Participant control the management of the assets; or (iv) any other entity in which Immediate Family Members or the Participant own more than 50% of the voting interests (each (i) - (iv), a "Permitted Transferee"); provided, however, that, without the prior approval of the Committee, no Permitted Transferee shall further transfer an Award, either directly or indirectly, other than by testamentary disposition or the laws of descent and distribution. For example, without prior approval of the Committee, a Permitted Transferee may not transfer an Award by reason of the dissolution of, or a change in the beneficiaries of, a Permitted Transferee that is a trust; the sale, merger, consolidation, dissolution, or liquidation of a Permitted Transferee that is a partnership (or the sale of all or any portion of the partnership interests therein); or the sale, merger, consolidation, dissolution or liquidation of a Permitted Transferee that is a corporation (or the sale of all or any portion of the stock thereof).

(c) The Committee shall have discretion to authorize a transfer pursuant to a domestic relations order; provided, however, that the Committee shall not be required under any circumstance to accept or approve a transfer pursuant to a domestic relations order.

(d) An Award may be forfeited or transferred to the extent required to satisfy a tax levy or judgment under the Mandatory Victims Restitution Act or similar federal or state law.

12.11. *Applicable Law and Severability.* The Plan, and its rules, rights, agreements and regulations, shall be governed, construed, interpreted and administered solely in accordance with the laws of the state of New York, without regard to any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction. If any provision of the Plan is held invalid, illegal, or unenforceable, in whole or in part, for any reason, such determination shall not affect the validity, legality or enforceability of any remaining provision, portion of provision or the Plan overall, which shall remain in full force and effect as if such invalid, illegal or unenforceable provision (or portion thereof) had never been included in the Plan.

12.12. *Special Incentive Compensation.* No shares of Stock or other remuneration provided pursuant to an Award, other than an EIP Award, shall be included in compensation for purposes of determining the amount payable to any individual under any pension, savings, retirement, life insurance, or other employee benefits arrangement of the Company, unless otherwise determined by the Company. Remuneration provided pursuant to an EIP Award shall be included in compensation to the extent (and only to the extent) required by the applicable employee benefits arrangement.

12.13. *Section 16(b) of the Exchange Act.* All Agreements for Participants subject to Section 16(b) of the Exchange Act shall be deemed to include any such additional terms, conditions, limitations and provisions as Rule 16b-3 requires, unless the Committee in its discretion determines that any such Award should not be governed by Rule 16b-3. In addition, with respect to persons subject to Section 16(b) of the Exchange Act, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3. To the extent that any provision of the Plan or any action by the Administrator fails to comply with Rule 16b-3, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.

12.14. *Section 409A of the Code.* The Plan, any Award granted under the Plan, and all Agreements evidencing such Awards, shall be interpreted, administered, and construed consistent with the intent that (a) all Options, SARs, and comparable awards shall be exempt from Section 409A of the Code by reason of the exemption for certain stock rights set forth in Treas. Reg. § 1.409A-1(b)(5); (b) all Awards of Restricted Stock shall be exempt from Section 409A of the Code by reason of the exemption for restricted property governed by Section 83 of the Code set forth in Treas. Reg. § 1.409A-1(b)(6); and (c) except to the extent that the applicable Agreement reflects an intent to provide for nonqualified deferred compensation that is subject to and complies with the requirements of Section 409A of the Code, all Restricted Stock Unit Awards, Performance Share Unit Awards, Other Stock Unit Awards, and EIP Awards shall be exempt from Section 409A of the Code by reason of the "short-term deferral rule" set forth in Treas. Reg. § 1.409A-1(b)(4).

12.15. *Application of Proceeds.* The proceeds received by the Company from the sale of Stock under the Plan shall be used for general corporate purposes.

12.16. *Rules of Construction.* Whenever used in the Plan, (a) words in the masculine gender shall be deemed to refer to females as well as to males; (b) words in the singular shall be deemed to refer also to the plural; (c) the word "include" shall mean "including but not limited to"; (d) references to a statute or regulation or statutory or regulatory provision shall refer to that provision (or to a successor provision of similar import) as currently in effect, as amended, or as reenacted, and to any regulations and other formal guidance of general applicability issued thereunder; and (e) references to a law shall include any statute, regulation, rule, court case, or other requirement established by an exchange or a governmental authority or agency, and applicable law shall include any tax law that imposes requirements in order to avoid adverse tax consequences.

12.17. *Headings and Captions.* The headings and captions in this Plan document are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

12.18. *Effective Date.* The Plan shall become effective on the date the Plan is approved by Avnet's shareholders.

ARTICLE 13 ADJUSTMENTS UPON CHANGES IN CAPITALIZATION

13.1. *Share Adjustments.* If the Stock is split, divided, or otherwise reclassified into or exchanged for a greater or lesser number of shares of Stock or into shares of Stock and/or any other securities of Avnet by reason of recapitalization, reclassification, stock split or reverse split, combination of shares or other reorganization, the term "Stock" as used herein shall thereafter mean the number and kind of shares or other securities into which the Stock shall have been so split, divided or otherwise reclassified or for which the Stock shall have been so exchanged; and the remaining number of shares of Stock which may, in the aggregate, thereafter be delivered pursuant to the grant or exercise of an Award and the remaining number of shares of Stock which may thereafter be delivered pursuant to the exercise of any Options and/or SARs then outstanding, shall be correspondingly adjusted. If a dividend payable in shares of Stock is paid to the holders of outstanding shares of Stock, the remaining number of shares of Stock which may, in the aggregate, thereafter be delivered pursuant to the exercise or grant of Awards, and the remaining number of shares of Stock that may thereafter be delivered pursuant to the exercise of any Awards then outstanding shall be increased by the percentage that the number of shares of Stock so paid as a dividend bears to the total number of shares of Stock outstanding immediately before the payment of such dividend. If an extraordinary cash dividend is paid to the holders of outstanding shares of Stock, the remaining number of shares of Stock that

may, in the aggregate, thereafter be delivered pursuant to the exercise or grant of Awards and the remaining number of shares of Stock that may thereafter be delivered pursuant to the exercise of any Awards then outstanding, shall be equitably adjusted by the Committee.

13.2. *Exercise Price Adjustments.* If the Stock is split, divided or otherwise reclassified or exchanged, or if any dividend payable in shares of Stock or extraordinary cash dividend is paid to the holders of outstanding shares of Stock, in each case, as provided in the preceding paragraph, the purchase price per share of Stock upon exercise of outstanding Options, and the aggregate number of shares of Stock with respect to which Awards may be granted to any Participant in any calendar year, shall be correspondingly adjusted.

13.3. *Fractional Shares.* Notwithstanding any other provision of this Article 13, if upon any adjustment made in accordance with Section 13.1 above, the remaining number of shares of Stock which may thereafter be delivered pursuant to the exercise of any Award then outstanding shall include a fractional share of Stock, such fractional share of Stock shall be disregarded for all purposes of the Plan and the Optionee holding such Award shall become entitled neither to purchase the same nor to receive cash or other property in payment therefor or in lieu thereof.

ARTICLE 14 AMENDMENT OR TERMINATION OF THE PLAN

14.1. The Plan shall automatically terminate on November 17, 2031, unless it is sooner terminated pursuant to Section 14.2, below. No Award shall be granted after the Plan terminates. All Awards granted before the Plan terminates shall continue in effect thereafter in accordance with the terms of the applicable Agreements and the Plan.

14.2. *Reservation of Rights.* The Board of Directors may amend or terminate the Plan and/or any Award thereunder at any time as the Board of Directors may deem advisable and in the best interests of Avnet; provided, however, that--

(a) a Participant's written consent shall be required for any amendment to an outstanding Award that would adversely affect in a material manner the rights of such Participant under such Award, unless the Committee determines in its discretion that there have occurred or are about to occur significant changes in the Participant's position, duties or responsibilities, or significant changes in economic, legislative, regulatory, tax, accounting or cost/benefit conditions that the Committee determines in its sole discretion make Participant consent inappropriate under the circumstances; and

(b) the affirmative vote of a majority of the votes cast at a meeting of the shareholders of Avnet duly called and held for that purpose, shall be required for any change that (i) affects the composition or functioning of the Committee; (ii) materially increases the aggregate number of shares of Stock that may be delivered pursuant to the exercise of Awards; (iii) materially increases the aggregate number of shares of Stock with respect to which Options or other Awards may be granted to any Participant during any calendar year; (iv) materially decreases the minimum purchase price per share of Stock (in relation to the Fair Market Value thereof at the respective dates of grant) upon the exercise of Options; (v) extends the ten-year maximum period within which an Award is exercisable or the termination date of the Plan; or (vi) otherwise triggers a shareholder approval requirement under an applicable law or listing standard.

AVNET, INC.
AWARD LETTER FOR RESTRICTED STOCK UNITS AWARD
UNDER THE
AVNET, INC. 2021 STOCK COMPENSATION AND INCENTIVE PLAN

Avnet, Inc. hereby grants to the Grantee named below an award (“**Award**”) of restricted stock units specified below pursuant to the Avnet, Inc. 2021 Stock Compensation and Incentive Plan (“**Plan**”) and upon the terms and conditions set forth in this Award Letter, the Plan, and the Standard Terms and Conditions for Restricted Stock Unit Awards (“**Standard Terms and Conditions**”) attached to this Award Letter:

Grant Date: [_____] (“**Grant Date**”)

Grantee: [_____] (“**Grantee**”)

Restricted Stock Units Granted: [_____] (“**RSUs**”)

Vesting Schedule: As set forth in the Standard Terms and Conditions.

By accepting this Award, the Grantee acknowledges that he or she has received and read, and agrees that these RSUs shall be subject to the terms of the Plan, this Award Letter and the attached Standard Terms and Conditions.

Avnet, Inc.

By: _____

Title: _____

AVNET, INC.
STANDARD TERMS AND CONDITIONS
FOR RESTRICTED STOCK UNIT AWARDS UNDER THE
AVNET, INC. 2021 STOCK COMPENSATION AND INCENTIVE PLAN

These Standard Terms and Conditions for Restricted Stock Unit Awards (the “**Standard Terms and Conditions**”) apply to the grant (“**Award**”) of restricted stock units (“**RSUs**”) on the Grant Date by Avnet, Inc. (“**Avnet**” or the “**Company**”) to the Grantee pursuant to the Award Letter and Avnet, Inc. 2021 Stock Compensation and Incentive Plan (“**Plan**”). These Standard Terms and Conditions apply to any restricted stock units granted under the Plan. For purposes of these Standard Terms and Conditions, the “**Company**” refers to Avnet and its subsidiaries.

1. TERMS OF RSUs

Provided that the Grantee has accepted these Standard Terms and Conditions on or before [Acceptance Date], the Company has granted to the Grantee an Award of RSUs

covering the shares of Avnet's common stock ("**Stock**") as provided in the Award Letter, subject to the terms and conditions set forth in these Standard Terms and Conditions and the Plan.

2. VESTING AND PERFORMANCE

The RSUs shall vest in accordance with the vesting schedule set forth in [_____] and are subject to the provisions of these Standard Terms and Conditions and the Plan. Upon vesting, one share of Stock shall be issuable for each RSU that vests. Thereafter, the Company shall transfer such Stock to the Grantee during the Grantee'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 Grantee shall not acquire or have any rights as a shareholder of Avnet by virtue of the Award evidenced by the Award Letter or these Standard Terms and Conditions until the Stock issuable pursuant to this Award are actually issued and delivered to the Grantee in accordance with the terms of the Plan, the Award Letter and these Standard Terms and Conditions.

3. TERMINATION OF EMPLOYMENT OR SERVICE

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

4. DEATH

If the Grantee's employment with or service to the Company terminates or ceases by reason of the Grantee's death, the RSUs shall become immediately and fully vested and payable, and one share of Stock shall be issued for each RSU on a date determined by the Company, which date shall be no later than 90 days after the Grantee's death.

5. RETIREMENT

If the Grantee's employment with or service to the Company terminates or ceases by reason of Retirement on or after the one-year anniversary of the Grant Date and before the Award has become fully vested, the RSUs 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). One share of Stock shall be delivered with respect to each vested RSU at the time prescribed by Paragraph 2 or Paragraph 4, 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 Grantee 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 Grantee's age plus years of service is no less than 65; and (b) the Grantee has signed a non-competition agreement in a form acceptable to the Company.

6. TAXES

The Grantee acknowledges that the delivery of Stock following vesting of the RSUs are subject to income and employment tax withholding obligations and that, in some cases, withholding obligations will arise before Stock is deliverable. The Grantee shall make arrangements satisfactory to the Company for satisfying such withholding obligations. For Grantees residing in the United States, Canada, Austria, Ireland, Italy, Germany, Spain and the United Kingdom, the Company will issue "net shares," meaning that Stock will be withheld to cover estimated withholding tax liability. Grantees residing in other countries are subject to the laws of the appropriate tax jurisdiction. No provision of the Plan, 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 Grantee to pay any income, employment, excise, or other taxes attributable to a RSU.

7. THE PLAN; DEFINED TERMS; ENTIRE AGREEMENT

In addition to these Standard Terms and Conditions, the RSUs shall be subject to the terms of the Plan and the Award Letter, 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 Award Letter, 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 Grantee and the Company regarding the RSUs. Any prior agreements, commitments or negotiations concerning the RSUs are superseded.

8. 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 Grantee or other subsequent transfers by the Grantee of any Stock issued pursuant to the RSUs, including (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Grantee and other holders of awards granted under the Plan, (c) requiring acknowledgment and acceptance of these Standard Terms and Conditions, and (d) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

9. SECTION 409A

These Standard Terms and Conditions shall be interpreted consistent with the intent to comply with, or be exempt from, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, such that there are no adverse tax consequences, interest or penalties as a result of any amount paid or payable as a result of the Award of

the RSUs. Any ambiguity or inconsistency in the provisions of these Standard Terms and Conditions shall be resolved consistent with such intent.

10. NO ASSIGNMENT

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

11. 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 Grantee 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 Grantee.

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 Grantee any right to continue in the Company's employ or service or limit in any way the Company's right to terminate the Grantee'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 Grantee any right to future awards or participation in any equity compensation program.

Neither this Award nor any Stock issuable hereunder shall be included in compensation for purposes of determining the amount payable to or on behalf of the Grantee 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 Grantee.

**AVNET, INC.
AWARD LETTER FOR
PERFORMANCE STOCK UNITS AWARD UNDER THE
AVNET, INC. 2021 STOCK COMPENSATION AND INCENTIVE PLAN**

Avnet, Inc. hereby grants to the Grantee named below an award (“**Award**”) of performance stock units (“**PSUs**”) specified below pursuant to the Avnet, Inc. 2021 Stock Compensation and Incentive Plan (“**Plan**”) and upon the terms and conditions set forth in this Award Letter, the Plan and the Standard Terms and Conditions for Performance Stock Unit Awards (“**Standard Terms and Conditions**”) attached to this Award Letter.

The PSUs shall entitle the Grantee to earn a number of shares of Avnet’s common stock (“**Stock**”) ranging from 0% - 200% of the Target Number of PSUs set forth below, based on the attainment of performance goals and subject to the satisfaction of continued employment requirements, each as described below.

Grant Date: [_____] (“**Grant Date**”)

Grantee: [_____] (“**Grantee**”)

Target Number of PSUs: [_____] (“**Target Award**”)

Maximum Number of PSUs: 200% of Target Award

Performance Period: [_____] through [_____] (“**Performance Period**”)

Vesting Schedule: As set forth in the Standard Terms and Conditions.

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

Avnet, Inc.
By: _____
Title: _____

**AVNET, INC.
STANDARD TERMS AND CONDITIONS
FOR PERFORMANCE STOCK UNIT AWARDS UNDER THE
AVNET, INC. 2021 STOCK COMPENSATION AND INCENTIVE PLAN**

FISCAL 20[] - FISCAL 20[] PERFORMANCE PERIOD

These Standard Terms and Conditions for Performance Stock Unit Awards (“**Standard Terms and Conditions**”) apply to the grant (“**Award**”) of the performance stock units (“**PSUs**”) on the Grant Date by Avnet, Inc. (“**Avnet**” or the “**Company**”) to the Grantee pursuant to the Award Letter and Avnet, Inc. 2021 Stock Compensation and Incentive Plan (“**Plan**”). These Standard Terms and Conditions apply to any performance stock units granted under the Plan. For purposes of these Standard Terms and Conditions, the term “Company” refers to Avnet and its subsidiaries.

1. TERMS OF PSUs

Provided that the Grantee has accepted these Standard Terms and Conditions on or before [Acceptance Date], the Company has granted to the Grantee an Award of PSUs covering the shares of Avnet’s common stock (“**Stock**”) as provided in the Award Letter, subject to the terms and conditions set forth in these Standard Terms and Conditions and the Plan.

2. VESTING AND PERFORMANCE

The number of PSUs that become vested shall be determined based upon the achievement of performance goals over the 3-year Performance Period as set forth below and are subject to the provisions of these Standard Terms and Conditions and the Plan. Except as set forth elsewhere in these Standard Terms and Conditions, the vesting of the PSUs is subject to (a) the Grantee remaining continuously employed by, or in the service of, the Company from the Grant Date through the last day of the Performance Period (as described in Section 3, below), and (b) Avnet achieving the performance goals as set forth below.

[Performance goals]

Except as expressly provided otherwise in Sections 4 and 5 herein below, any PSUs that do not vest in accordance with the foregoing shall be forfeited without consideration.

Following the vesting of all or a portion of the PSUs, one share of Stock shall be issuable for each PSU that vests (the “**PSU Shares**”). Thereafter, Avnet shall transfer such PSU Shares to the Grantee as soon as practicable after the end of the 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 Performance Period ends.

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

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

3. TERMINATION OF EMPLOYMENT OR SERVICE

Except as provided below with respect to death, disability, or Retirement (as defined below), if the Grantee ceases to be employed by, or ceases providing services to, the Company for any

reason before the end of the Performance Period, the Grantee shall immediately forfeit all of the PSUs without consideration.

4. DEATH OR DISABILITY OF GRANTEE

If the Grantee's employment with or service to the Company terminates or ceases by reason of the Grantee's death or disability (as determined by the Administrator in its sole discretion), the Grantee shall vest in a pro-rata share of the PSUs equal to the number of PSUs that would have become vested had the Grantee remained continuously employed by, or provided services to, the Company through the end of the Performance Period (based on Avnet's performance through the end of the 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. If a Grantee on long-term disability leave does not provide services to the Company for 12 consecutive months, the pro-ration described in this Section 4 shall apply as if such Grantee terminated employment on the first anniversary of such long-term disability leave; provided that if the Grantee qualifies for Retirement (as described in Section 5 below) before the end of such 12 consecutive month period, vesting shall be determined in accordance with Section 5 below. The number of PSU Shares payable (before application of the pro-ration 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 Grantee's employment with or service to the Company terminates or ceases by reason of the Grantee's Retirement (as defined herein) on or after the one-year anniversary of the Grant Date and before the Award has become fully vested, the Grantee shall vest in the PSUs equal to the number of PSUs that would have become vested had the Grantee remained continuously employed by the Company through the end of the Performance Period (based on Avnet's performance through the end of the 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 Grantee 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 Grantee's age plus years of service is no less than 65; and (b) the Grantee 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. TAXES

The Grantee acknowledges that the delivery of PSU Shares will generally give rise to a withholding tax obligation, and that the issuance of PSU Shares hereunder is conditioned on timely satisfying such withholding obligation. The Grantee shall make arrangements satisfactory to the Company for satisfying such withholding obligations. For Grantees residing in the United States, Canada, Austria, Ireland, Italy, Germany, Spain and the United Kingdom, the Company will issue "net shares," meaning that PSU Shares will be withheld to cover the estimated withholding tax liability. Grantees 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 Grantee to pay any income, employment, excise, or other taxes attributable to a PSU.

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

7. THE PLAN; DEFINED TERMS; ENTIRE AGREEMENT

In addition to these Standard Terms and Conditions, the PSUs shall be subject to the terms of the Plan and the Award Letter, 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 Award Letter, 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 Grantee and the Company regarding the PSUs. Any prior agreements, commitments, or negotiations concerning the PSUs are superseded.

8. RESTRICTIONS ON RESALES

The Company may impose such restrictions, conditions, and limitations as it determines appropriate as to the timing and manner of any resales by the Grantee or other subsequent transfers by the Grantee of any PSU Shares, including (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Grantee and other holders of awards granted under the Plan, (c) requiring acknowledgment and acceptance of these Standard Terms and Conditions, and (d) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

9. NO ASSIGNMENT

PSUs 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 PSU Shares have been issued, except to the limited extent, if at all, permitted by the Plan and approved by the Administrator in its sole discretion.

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 Grantee 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 Grantee.

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 Grantee any right to continue in the Company's employ or service or limit in any way the Company's right to terminate the Grantee'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 Grantee any right to future awards or participation in any equity compensation program.

Neither this Award nor any PSU Shares issuable hereunder shall be included in compensation for purposes of determining the amount payable to or on behalf of the Grantee 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 Grantee.

AVNET, INC.
AWARD LETTER FOR NONQUALIFIED STOCK OPTION AWARD
UNDER THE
AVNET, INC. 2021 STOCK COMPENSATION AND INCENTIVE PLAN

Avnet, Inc. hereby grants to the Grantee named below an award (“**Award**”) of a nonqualified stock option specified below pursuant to the Avnet, Inc. 2021 Stock Compensation and Incentive Plan (“**Plan**”) and upon the terms and conditions set forth in this Award Letter, the Plan, and the Standard Terms and Conditions for Nonqualified Stock Option Awards (“**Standard Terms and Conditions**”) attached to this Award Letter:

Grant Date: [_____] (“**Grant Date**”)

Grantee: [_____] (“**Grantee**”)

Shares Underlying Nonqualified Stock Option: [____] (“**Option**”)

Exercise Price per Share: [\$ ____] (“**Exercise Price**”)

Vesting Schedule: As set forth in the Standard Terms and Conditions.

Expiration Date: [_____] (“**Expiration Date**”)

By accepting this Award, the Grantee acknowledges that he or she has received and read, and agrees that this Option shall be subject to the terms of the Plan, this Award Letter and the attached Standard Terms and Conditions.

Avnet, Inc.

By: _____

Title: _____

AVNET, INC.
STANDARD TERMS AND CONDITIONS FOR
NONQUALIFIED STOCK OPTION AWARDS UNDER THE
AVNET, INC. 2021 STOCK COMPENSATION AND INCENTIVE PLAN

These Standard Terms and Conditions for Nonqualified Stock Options (the “**Standard Terms and Conditions**”) apply to the grant (“**Award**”) of the Option on the Grant Date by Avnet, Inc. (“**Avnet**” or the “**Company**”) to the Grantee pursuant to the Award Letter and the Avnet, Inc. 2021 Stock Compensation and Incentive Plan (“**Plan**”). These Standard Terms and Conditions apply to any nonqualified stock options granted under the Plan. For purposes of these Standard Terms and Conditions, the “**Company**” refers to Avnet and its Subsidiaries.

1. TERMS OF OPTIONS

Provided that the Grantee has accepted these Standard Terms and Conditions on or before [Acceptance Date], the Company has granted to the Grantee an Award of an Option to purchase up to the number of shares of Avnet's common stock (the "**Stock**") underlying the Option, at the Exercise Price per share, as provided in the Award Letter, subject to the terms and conditions set forth in these Standard Terms and Conditions and the Plan.

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. VESTING AND EXERCISE OF OPTION

The Option shall not be exercisable as of 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 [_____] and subject to the provisions of these Standard Terms and Conditions and the Plan. If the Grantee'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 Grantee 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 Grantee shall provide notice to the Company, in a form approved by the Company, specifying the number of whole shares of Stock Grantee wishes to purchase, and shall pay the Exercise Price for such Stock.

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 Grantee, or broker-assisted Regulation T simultaneous exercise and sale), as the Administrator permits in its sole discretion. Fractional shares may not be exercised.

Stock will be issued as soon as practical after exercise; provided, however, that the Company shall not be obligated to deliver the Stock if (a) the Grantee has not satisfied all applicable tax withholding obligations, (b) the Stock is not properly registered or not subject to an applicable exemption therefrom, (c) the Stock is not listed on the stock exchanges on which the Stock is otherwise listed, or (d) the Company determines that the exercisability of the Option or the delivery of Stock 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 Grantee shall not acquire or have any rights as a shareholder of Avnet until the Stock issuable

upon exercise of the Option are actually issued and delivered to the Grantee 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.

- A. If the Grantee's employment or service with the Company terminates 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 Grantee's employment or service with the Company terminates by reason of Retirement (as defined below) on or after the one-year anniversary of the Grant Date and before the Option has become fully vested, the Option shall continue to vest as set forth in the Award Letter 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 Grantee 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 Grantee's age plus years of service is no less than 65; and (b) the Grantee has signed a non-competition agreement in a form acceptable to the Company.
- C. If the Grantee'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 Grantee who has not provided services to the Company for twelve consecutive months due to long-term disability leave.
- D. If the Grantee's employment or service with the Company terminates by reason of death or the Grantee 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 Grantee's death, (ii) the Expiration Date, or (iii) the fifth anniversary of the Grantee's termination date, as set forth in Paragraph B, above.

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 Grantee or other

subsequent transfers by the Grantee of any 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 Grantee and other holders of awards granted under the Plan, (c) requiring acknowledgment and acceptance of these Standard Terms and Conditions, and (d) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

6. TAXES

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

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 Grantee's lifetime only by the Grantee. The Option may not be sold, transferred, pledged, assigned, exchanged, encumbered, or otherwise alienated or hypothecated, except (i) by testamentary disposition by the Grantee 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 and the Award Letter, 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 Award Letter, 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 Grantee and the Company regarding the Option. Any prior agreements, commitments, or negotiations concerning the Option are superseded.

9. LIMITATION OF INTEREST IN STOCK SUBJECT TO OPTION

Neither the Grantee (individually or as a member of a group) nor any beneficiary or other person claiming under or through the Grantee shall have any right, title, interest, or privilege in or to any Stock allocated or reserved for the purpose of the Plan or subject to the Award Letter and these Standard Terms and Conditions, except as to such Stock, if any, that have been issued to such person upon exercise of the Option or any part of it. Nothing in the Plan, these Standard Terms and Conditions, the Award Letter or any other instrument executed pursuant to the Plan shall confer upon the Grantee any right to continue in the Company's employ or service or limit in any way the Company's right to terminate the Grantee'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 Option does not confer upon the Grantee any right to future awards or participation in any equity compensation program.

Neither the Award of this Option nor any Stock issuable pursuant thereto shall be included in compensation for purposes of determining the amount payable to or on behalf of the Grantee 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 Grantee 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 Grantee.

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 Award

Letter, the Plan and these Standard Terms and Conditions. All such determinations shall be binding upon the Grantee.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Philip R. Gallagher, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Avnet, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2022

/s/ PHILIP R. GALLAGHER

Philip R. Gallagher

Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Thomas Liguori, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Avnet, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2022

/s/ THOMAS LIGUORI

Thomas Liguori
Chief Financial Officer

**Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350
(as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)**

In connection with the Quarterly Report on Form 10-Q for the period ended April 2, 2022 (the "Report"), I, Philip R. Gallagher, Chief Executive Officer of Avnet, Inc. (the "Company") hereby certify that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2022

/s/ PHILIP R. GALLAGHER

Philip R. Gallagher

Chief Executive Officer

**Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350
(as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)**

In connection with the Quarterly Report on Form 10-Q for the period ended April 2, 2022 (the "Report"), I, Thomas Liguori, Chief Financial Officer of Avnet, Inc. (the "Company") hereby certify that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2022

/s/ THOMAS LIGUORI

Thomas Liguori

Chief Financial Officer
