

About Your Benefits - Separation

Document number USHR119

January 2016

Notice

This is intended to provide summary plan descriptions of certain benefits plans in which you may be eligible to participate. Complete details can be found in the official plan documents, which remain the final authority and, in the event of a conflict with this book, shall govern in all cases. Due to the ever-increasing complexity of these plans, employees should rely only on the written summary plan descriptions or formal plan documents. The Plan Administrator retains exclusive authority and discretion to interpret the terms of the benefits plans described herein.

IBM reserves the right, at its discretion, to amend, change or terminate any of its benefits plans, programs, practices or policies, as the company requires. Nothing contained in this book shall be construed as creating an express or implied obligation on the part of IBM to maintain such benefits plans, programs, practices or policies. Your benefits at or after retirement may be different from those described in this booklet due to changes made to the IBM Personal Pension Plan or other benefit plans, or the termination of one or more benefit plans.

Because of the need for confidentiality, decisions regarding changes to IBM's benefits plans, programs, practices or policies are generally not discussed or evaluated below the highest levels of management. Managers and their representatives below such levels do not know whether IBM will or will not change or adopt, for example, any particular benefit, separation or retirement plan. Nor are they in a position to advise any employee on, or speculate about, future plans. Employees should make no assumptions about future changes or the impact changes may have on their personal situation until any such change is formally announced by IBM.

Edition Notice (January 2016)

This book supersedes all summary plan descriptions found in prior versions of *About Your Company*, *About Your Financial Future* and *About Your Benefits*, as well as their supplements. It provides cumulative, updated information as of January 2016. Employees with access to the You and IBM Web site on the IBM intranet should view *About Your Benefits* in the Formal HR Documentation section to ensure they have the most current Summary Plan Descriptions.

Preface

Unless otherwise noted, the IBM Separation Allowance Plan described in this book pertains to all regular full-time and part-time employees of International Business Machines Corporation, or those subsidiaries of IBM authorized to participate in the Plan regularly assigned in the United States of America, its territories and possessions and the Commonwealth of Puerto Rico, provided however, the Plan is not available for and cannot be offered to employees hired into Job Family O6E and employees hired into IBM Division 41 within the first two years of their most recent date of hire (as reflected in the CERIS database) where the employee remained continuously employed in Job Family O6E or Division 41 (as applicable) during the first two years after their most recent date of hire. The Plan does not pertain to other categories of employees, such as supplemental employees. Length of service, which is the basis for benefit eligibility under several of IBM's benefits plans, is determined according to the company's records and procedures. The Plan Administrator's determination of length of service shall be binding and conclusive. Certain benefit payments also may be considered income subject to taxation under federal and state laws and subject to withholding. Since tax obligations may vary depending on individual circumstances, you should secure help from a qualified tax advisor or from a government tax office if you feel that you require tax assistance. If you have any questions about your IBM benefits plans, or the information provided above, contact the IBM Employee Services Center at 800-796-9876 (TTY: 800-426-6537).

Benefits Information Provided to You by VRUs and Customer Service Representatives at the Toll-Free Numbers

The Voice Response Units (VRUs) and customer service representatives at the “800,” “888” and “877” numbers established by IBM and the various contract administrators are provided as a convenience to you and your beneficiaries. While there is every intention to answer your questions accurately, responses are necessarily given in summary form and may not fully anticipate or describe all nuances surrounding each question. Errors due to miscommunication by either party or other causes are also possible. In any event, neither the VRUs nor the customer service representatives are authorized to give you binding advice.

All details furnished by the VRUs or customer service representatives, including eligibility for benefits, must necessarily be governed by the availability of correct personnel data and the provisions contained in *About Your Benefits* and other Plan documents, as they might be amended and in effect on the date for which benefit coverage is sought. Plan documents, insurance policies, IBM’s corrected records, other controlling documents or the applicable law will control in the event of any conflict between the terms of the Plan and the information provided by the VRUs or customer service representatives. Before calling a customer service center or making a decision based on information you receive from the VRUs or customer service representatives, you should review *About Your Benefits*, your employment records and other Plan documents which are available on request. You may request written information from the IBM Employee Services Center, 3039 Cornwallis Road, Building 201, Research Triangle Park, NC 27709. If you make a claim for benefits to the Plan Administrator based on what you believe you were told by one of the customer service areas, the Plan Administrator will consider your report along with all other pertinent information.

Part 1: Individual Separation Allowance Plan (ISAP) Summary Plan Description (SPD)

Introduction

The purpose of the IBM Individual Separation Allowance Plan (“ISAP” or “Plan”) is to provide transitional assistance to regular employees of International Business Machines Corporation and its U.S. subsidiaries which the management of International Business Machines Corporation has designated as covered (together referred to as “IBM”) when their employment with IBM has been terminated. The IBM Individual Separation Allowance Plan provides for benefits only upon individual terminations. The Plan is not to be used to provide benefits to groups of two or more similarly-situated employees. In order to receive any Plan payments or benefits under this Plan, an individual’s active employment must be immediately and completely terminated. Additionally, no payment or benefit will accrue or be paid unless all eligibility requirements, as determined in the sole discretion of the Plan Administrator, are met. This description of the IBM Individual Separation Allowance Plan serves as a guideline and does not cover every situation. Guidelines, however comprehensive, cannot anticipate every situation which may arise. The omission of or failure to describe a particular circumstance in this document does not create or constitute an entitlement to any Plan payments or benefits.

Circumstances When ISAP May Be Offered

IBM Management may, in its sole discretion, present ISAP to an individual employee in any of the following circumstances:

Position Elimination: when IBM management has determined that the employee will be departing the business due to the elimination of a single position, whether a staff reduction of one position or as a result of work elimination or a restructuring (collectively referred to as a “Position Elimination Separation”). For purposes of this paragraph, IBM management shall mean the business unit general manager or his or her management designee. Approval from the business unit HR executive is also required.

Performance: when management determines an employee’s performance is declining toward an unsatisfactory level or otherwise needs to improve (“Performance Separation”).

Conditions of Employment: when management determines it is appropriate in lieu of management placing an employee “on notice” for conditions of employment reasons (“Conditions of Employment Separation”).

Managers should work directly with their HR Partners when offering ISAP to an employee.

Length of Time to Consider ISAP

Once management has extended an ISAP offer, the employee has thirty (30) days to consider it. This does not, however, guarantee that employment will continue for the full 30 day consideration period. Circumstances may exist where it is appropriate to terminate an employee sooner than 30 days after an ISAP offer is made and to withdraw the ISAP offer in its entirety. Examples of such circumstances include but are not limited to where an employee has violated the IBM Business Conduct Guidelines or where management determines in its sole discretion that an employee’s efforts towards improving performance fall short of reasonable expectations. The decision whether to terminate employment sooner than 30 days after ISAP is offered and whether to withdraw an ISAP offer is at all times in management’s sole discretion. Where employment is terminated sooner than 30 days after ISAP is offered and the ISAP offer remains available to an employee, the employee will at all times have a minimum of a total of 21 days from when ISAP was first offered to consider whether to sign the ISAP Separation Agreement even if some of this consideration period is when an employee is off the payroll.

Subsequent ISAP Offers

An ISAP offer cannot be extended to an employee for the same reason for 12 months after an initial ISAP offer is extended. For example, once an ISAP offer is extended to an employee for conditions of employment reasons, it cannot be extended again for conditions of employment reasons for at least twelve (12) months. Similarly, once an ISAP offer is extended to an employee based on the level of the employee’s performance, it cannot again be extended to that employee for at least twelve months based on the level of the employee’s performance.

Plan Payments

The separation allowance payment available under the Individual Separation Allowance Plan, regardless of the circumstance under which ISAP is offered, is one month of pay.

For employees covered by IBM's Growth Driven Profit-sharing program or on any type of sales or services incentive plan or any special program which is offered in lieu of the IBM Growth Driven Profit-sharing program, the one month of pay made under ISAP is paid in a lump sum, using the employee's base pay amount (also known as reference salary) (full or part time).

Any separation allowance payment under any of IBM's plans is in lieu of any other form of separation pay to which the employee is, may, or might have become entitled. An individual separation allowance is not an automatic entitlement and will not accrue or be paid for reasons other than those listed above. No separation allowances under any of IBM's plans will accrue if an employee has outstanding indebtedness to IBM or debts for which IBM may be responsible. However, if an employee makes arrangements satisfactory to IBM to repay any such outstanding debts, a separation allowance may be paid. Indebtedness to IBM could include, but is not limited to, a debit commission balance, an IBM US Mobility Plan equity loan, an unpaid balance on an installment purchase of an IBM product, credit card debt, excess tax loan, an outstanding travel expense account or failure to return IBM-owned property.

In the event of rehire by IBM or any of its subsidiaries as a regular employee within 30 days after separation of employment with a payment under the Plan, IBM reserves the right to require repayment of the full ISAP payment.

No Payment Situations

Employees will be ineligible for any payment in the following situations:

- Employee engages in gross misconduct, fraudulent conduct, or any other serious violation or deliberate disregard of company policies or procedures (including, but not limited to, serious violation of IBM's Business Conduct Guidelines). Some examples are:
 - Attempted or actual theft, serious misuse or defalcation of company or employee funds or property.
 - Violence or threatening conduct in the workplace.
 - Breach of agreement with IBM regarding confidential information and/or intellectual property.
 - Serious misuse or abuse of business discretion or an employee's company position or serious negligence in the performance of an employee's job.
 - Gross insubordination.
 - Commission of a crime or other misconduct, whether or not connected with IBM, if continued employment would seriously adversely affect IBM.
 - Voluntary resignation, job abandonment or employee induced separation.
- Employee dies before retiring, beginning the retirement bridge, or otherwise leaving IBM under ISAP, no ISAP payment or benefits will be provided, but ordinary IBM death benefits will apply.

Employee receives an offer of a comparable job with IBM or its subsidiaries or affiliates. A comparable job for purposes of this Plan is defined as a regular position where the base pay amount (also known as reference salary) for that position is no more than 10 percent less than the base pay amount (as reflected in IBM's CERIS records) associated with an employee's current position. Base pay does not include overtime or any other additional compensation which an employee may receive. A position may be deemed comparable even if it involves a change in band, or a shift or schedule change. A position may also be deemed as a comparable job if it involves the same travel requirements which management determines in its sole discretion could have been required in an employee's current position (regardless of the amount of travel the employee actually experienced in their current position).

- Employees who are providing services primarily to one customer account at the time of their departure from IBM and who accept or have accepted employment with that customer, or with any third-party provider selected by that customer to replace the services provided by IBM, at any time up to 30 days from their departure date from IBM, whether or not arranged for by IBM and whether or not with comparable terms and conditions of employment, unless management determines, in its sole discretion, that IBM's business interests would not be adversely affected if an employee accepts or has accepted employment with that customer, or with any third-party provider selected by that customer.
- Employees who are currently receiving benefits or who have applied and are approved to receive benefits under the Long-Term Disability Plan (LTD). However, if such payment is made and not repaid, LTD payments will be offset by the amount of the payment.
- Employee has outstanding overdue indebtedness owed to the company or debt for which IBM may be responsible. However, if the employee makes arrangements satisfactory to IBM to repay any such outstanding debts, an ISAP payment may be made.

Medical Program (Transitional Medical Plan (TMP/COBRA))

Important Note: If you are currently age 65 or will turn age 65 shortly after leaving IBM, it's very important that you follow the necessary steps to enroll in Medicare (Part A and Part B) as soon as possible (even if you are still actively employed or are planning to continue coverage after you leave IBM through TMP/COBRA), to avoid any delay in continued health care coverage.

An employee who is covered under the IBM medical plan (Plan) is eligible for continuation of their existing Plan options under TMP/COBRA.

An employee who is eligible for Medicare (i.e., age 65 or over) and their dependent(s) who is/are also eligible for Medicare, are also eligible for continuation of IBM Plan coverage under TMP/COBRA. However, the employee and his/her Medicare-eligible dependent(s) are required to enroll in Medicare for their primary medical coverage; the IBM Plan will provide for secondary coverage.

An employee who is eligible for Medicare will only be permitted to enroll in the following medical options under the IBM Plan: IBM PPO, IBM PPO Plus or IBM EPO. This course of action shall occur regardless of the medical option a Medicare-eligible employee is enrolled in as an active employee, and shall remain in effect for the duration of TMP/COBRA coverage.

An employee who is not eligible for Medicare but who has a dependent(s) that is eligible for Medicare should contact the Employee Services Center (ESC) to discuss the options available to them during TMP/COBRA coverage.

All individuals who comply with the requirements of the IBM Individual Separation Allowance Plan (ISAP), along with their eligible covered dependent(s), are eligible for subsidized IBM Plan coverage for up to three, six, or twelve months, depending on years of IBM service based on service reference date as reflected in IBM's CERIS database.

During the TMP/COBRA subsidy period, except with regard to Medicare fees, charges and premiums which are not included in the subsidy provided by IBM during the applicable TMP/COBRA subsidy period, an employee will pay the same rate for IBM medical coverage as in effect for an active regular IBM employee. Employees will be required to pay full group rates for continuing dental and vision coverage throughout the entire period of TMP/COBRA coverage, since IBM's subsidy is for medical coverage only.

If you are receiving the TMP subsidy (3, 6, 12 months, as applicable) and you enroll in medical coverage through the Towers Watson's OneExchange Medicare exchange and you are eligible for a Health Reimbursement Account (HRA), you may not submit medical or prescription drug premiums or out of pocket expenses for reimbursement from the HRA and at the same time continue to receive the IBM TMP subsidy as a COBRA participant. If you are receiving a TMP subsidy and enroll in a medical or prescription drug plan through OneExchange to access the HRA, you may only use the HRA to pay for eligible dental and vision premiums and out of pocket expenses. If you use the HRA to reimburse yourself for medical or prescription drug premiums or out of pocket expenses, your subsidized COBRA rate under TMP will be terminated as of the effective date of the coverage you enrolled in through OneExchange and you will be required to pay the full COBRA rate for the remaining months of COBRA eligibility, or when you terminate COBRA if prior to the end of the 18 month COBRA eligibility period. You may further be required to repay any subsidy provided under TMP from the effective date of your coverage through OneExchange.

If you are Medicare eligible, upon expiration of the COBRA eligibility period, or if your COBRA terminates prior to the end of the COBRA eligibility period, you will enroll in post 65 coverage through the Towers Watson's OneExchange Medicare Exchange and will then have an HRA if eligible.

The TMP/COBRA subsidy period is as follows:

Coverage Period	Years of Service (based on Service Reference Date)
3 months	Less than 5 years of service
6 months	5 or more years but less than 25 years of service
12 months	25 or more years of service

Note: GBS Application Development Specialist (job family 06E) employees hired on after May 1, 2013 with 2 or more years of service, and who remained continuously employed as a GBS Application Development Specialist (job family 06E) employee, will be eligible for the TMP subsidy for self only coverage. Dependent coverage will be at the full COBRA rate. Employees hired into IBM Division 41 with 2 or more years of service, and who remained continuously employed as a Division 41 employee, will be eligible for the TMP subsidy for self coverage only. Dependent coverage will be at the full COBRA rate.

After the TMP/COBRA subsidy period as described above ends, an employee may be eligible to continue medical, dental, or vision coverage under TMP/COBRA for additional months, up to a maximum of 18 months in total. An employee who chooses to continue TMP/COBRA coverage through the end of this period is required to pay the full TMP/COBRA rate (102% of IBM's group rates) for medical coverage, and, as applicable, continue to pay the full TMP/COBRA rates for dental and vision coverage (102% of IBM group rates).

Once TMP/COBRA coverage ends, if eligible, the employee (and his/her eligible dependents) may enroll in an IBM retiree medical plan option under the IBM Benefits Plan for Retired Employees.

TMP is administered by the IBM Employee Service Center (ESC), which handles enrollment and ongoing customer service. The ESC will send enrollment information within 14 days of receiving the separation date information from CERIS. ENROLLMENT IS NOT AUTOMATIC. PARTICIPANTS MUST APPLY WITHIN 60 DAYS AFTER THEIR BENEFITS CEASE OR THE DATE OF THEIR NOTIFICATION LETTER FROM THE ESC, WHICHEVER IS LATER, TO AVOID IRREVOCABLE LOSS OF THE TMP COVERAGE. Information about TMP coverage and rate schedules can be obtained by contacting the ESC at 800-796-9876, or TTY: 800-426-6537.

Transitional Group Life Insurance (GLI)

Employees who comply with the requirements of the IBM Individual Separation Allowance Plan, who separate, retire or begin a Retirement Bridge from IBM will be provided with continued IBM Group Life Insurance (GLI) coverage at no cost to the employee for up to three, six or twelve months, depending on years of IBM service based on service reference date as reflected in IBM's CERIS database.

The coverage period is as follows:

Coverage Period	Years of Service (based on Service Reference Date)
3 months	Less than 5 years of service
6 months	5 or more years but less than 25 years of service
12 months	25 or more years of service

This is the same length of time that IBM continues its subsidy for medical coverage. This coverage is the same amount the employee had as an active employee -- generally, one or two times pay unless an election to lower the coverage had been made. If your date of hire is January 1, 2004 or after, your GLI coverage is based on one times your annual salary (including your assumed Growth Driven Profit-sharing or your current Annual Executive Incentive, if eligible), capped at \$1 million. Otherwise, your coverage is based on two times your annual salary (including your assumed Growth Driven Profit-sharing or your current Annual Executive Incentive, if eligible), capped at \$2 million. The IRS considers the value of employer-provided life insurance over \$50,000 as imputed income. A W-2 for any imputed income will be provided at year-end, for any year in which the GLI benefit coverage was in effect.

To avoid the associated taxes on this imputed income for which you are responsible, employees have 30 days after their separation/retirement/Retirement Bridge begin date to initiate a waiver to reduce their coverage and avoid imputed income. If employees had a waiver in place as an active employee, they also have 30 days to cancel an existing waiver and have coverage reinstated. Contact the ESC at 800-796-9876 to obtain the appropriate form. When the transitional coverage ends an employee may convert a portion or the entire amount of their transitional GLI to an individual policy. This conversion period will be 31 days from the GLI transition coverage end date. Contact the ESC at 800-796-9876 to request a GLI Conversion Notice.

Retirement Bridges

Employees who accept the terms and conditions of the IBM Individual Separation Allowance Plan and who are regular IBM employees and **are participants in the IBM Personal Pension Plan, who are within one year of retirement eligibility as of their departure date**, are eligible for a retirement bridge (Retirement Bridge “A”). The period of this retirement bridge is only until the end of the month in which the employee reaches his or her earliest retirement date. (For complete details, see Attachment 1, which is hereby incorporated by reference.)

Employees who accept the terms and conditions of the IBM Individual Separation Allowance Plan may request participation in a retirement bridge (Retirement Bridge “B”), if they were **regular IBM employees who were retirement eligible as of March 1, 1996, within five years of retirement eligibility as of March 1, 1996, or were on a Retirement Bridge as of March 1, 1996 and have not retired or separated from IBM since March 1, 1996**. (See the Summary Plan Description for the IBM Retirement Plan - Prior Plan to determine who is eligible to retire.)

Employees who meet the above criteria may request a retirement bridge for a period of up to a maximum of five years following their departure date from IBM or the end of the month preceding the 5th anniversary of their departure when their departure date is not the last day of the month. All employees who elect to take a retirement bridge can not receive retirement income until the end of their bridge. (For complete details see Attachment B which is hereby incorporated by reference.)

Required Separation Agreement

In order to receive any payments or any other benefits under the IBM Individual Separation Allowance Plan, an employee must sign the Separation Agreement and other forms relating to his/her separation. The employee has up to 21 days or until your last day of employment whichever is longer to consider the Separation Agreement before signing it.

Plan Administrator

The Manager, Americas Workforce Lifecycle Program Delivery is the IBM Individual Separation Allowance Plan Administrator. The Plan Administrator has the authority and discretion to construe the terms of the Plan in a manner which is consistent with the intent of the Plan (as stated in this SPD).

The mailing address for the Plan Administrator is:

Manager, Americas Workforce Lifecycle Program Delivery
IBM Individual Separation Allowance Plan Administrator
IBM Corporation
Dept. 4BYA, Bldg. 002
3039 Cornwallis Road, P.O. Box 12195
Research Triangle Park, NC 27709-2195

Except for written interpretations of the Plan signed by the Plan Administrator or her delegate(s) and any Plan amendment implemented by IBM, this SPD is the only document which contains and is intended to contain statements about the IBM Individual Separation Allowance Plan binding on IBM or the Plan Administrator. No other written or oral communication from anyone about any aspect of the Plan or its relationship to any other IBM benefit, plan or program is binding on IBM or the Plan Administrator.

If the employee has a question about this Plan, the manager may be able to direct the employee to the answer in the SPD; otherwise, questions concerning the Plan should be directed to the Plan Administrator.

Prior Plans Superseded

The IBM Individual Separation Allowance Plans described in “About Your Benefits: Capital Accumulation, Pension and Separation,” (available electronically on the You and IBM Web site at <http://w3.ibm.com/hr/us>) and all prior Separation Allowance Plans described in prior versions of “About Your Company” and “About Your Benefits” are superseded, amended and restated as set forth in this SPD.

Amendments or Termination of the Plan

IBM reserves the right to amend or terminate the Plan at any time, for any purpose at IBM's sole discretion. The Plan may be amended by the company's chief Human Resources officer, his or her delegate by means of a written instrument, such as the text of a plan or a Summary Plan Description, electronic medium notice, a hard copy bulletin board notice, or an announcement letter or written materials that are approved by IBM management and maintained with the records of the affected plan. Likewise, all benefits, plans, and programs described or referred to in this document may be amended, modified, or terminated at any time and for any purpose.

Future Programs

As a matter of prudent business planning, IBM is continually reviewing and evaluating various proposals for changes to its programs, practices, policies and procedures. Some of the proposals, if finally approved and implemented, might be more advantageous or less advantageous than the IBM Individual Separation Allowance Plan. Because of the need for confidentiality, such decisions are not discussed or evaluated below the highest levels of management. No managers or managerial representatives below such levels know whether IBM will or will not adopt any future compensation, separation allowances or exit incentives, and/or retirement programs and are not in a position to advise any employee whether or not to participate in the IBM Individual Separation Allowance Plan or to speculate about future programs.

Unless and until such changes are formally announced by the company, no one is authorized by IBM to give assurance that such changes will or will not occur. Employees are cautioned that they may not rely on any discussion with, opinion of, prediction by, or comment by managers or managerial representatives on these matters. Moreover, you should not expect or assume that any new or modified programs or benefits will be extended on a retroactive basis to anyone who leaves IBM under the IBM Individual Separation Allowance Plan.

Employee Retirement Income Security Act (ERISA)

Claim Review Procedure

If an application for plan benefits is denied in whole or in part, written notice of the denial will be made to the claimant within a reasonable period of time after receipt of the claim. The notice of denial will include specific reasons for the denial with reference to the section of the plan on which denial is based, a description of any additional information necessary to resubmit the claim and an explanation of the claim review procedure. Within 60 days after receiving the denial, a claimant may request a review of the claim by writing to the Plan Administrator. A prompt review will be made after a request is received. A written decision on the review will normally be furnished within 60 days after the appeal is received. (Where special circumstances require an exception, the Plan Administrator will provide written notice within the 60 days that the decision will be furnished as soon as possible, but not more than 120 days after the appeal was received.) This second notice will include the reasons for the decision with specific reference to pertinent plan provisions upon which the decision is based.

In connection with any request for a claim review of a denial of a benefit claim in which the beneficiary's medical condition is an issue or coverage was not pre-certified, IBM may require the patient to be examined by a physician(s) selected by IBM.

Part 2: Other Related Benefits

IBM Career Transition Services

Career transition services are provided by Right Management. Contact Right Management as soon as possible to take advantage of this support. Right Management has over 100,000 job postings available at any given time, and is a global leader in talent and career management.

You may begin Career Transition Services before your departure date. You must initiate services by contacting Right Management no later than 60 days after your departure date or you forfeit your eligibility for these services. Career Transition Services are provided to individuals for a period of up to 6 months followed by an abbreviated version of your program, Continuous Connections, until securing a job or until making a significant career decision.

For an overview of the services available go to www.right.com/getstarted/. At this site, you can locate the information to contact Right Management via phone, text, chat, or email, to discuss any questions you may have about your program.

To assist in your transition, you will have the flexibility to choose between Office Based or Virtual Career Transition Services, along with the benefit of your own assigned consultant to partner with you throughout your program. Visit www.right.com/getstarted/ for more information.

Career Transition Service Options

Access to Career Coaches

Each employee will have an assigned Career Coach who will provide coaching during the transition process. Consulting discussions typically include:

- Career Strategy Development
- Customized Job Leads
- Effective Networking Opportunities to Expand Networks and Strategic Connections
- Assessment and Feedback
- Individualized Social Media Plan
- Compensation Package Design Through RightEverywhere, Candidate Portal
- Interview strategies & Negotiation Assistance
- Information on Career Seminars and Webinars
- Traditional and Non-Traditional Retirement Planning and Guidance

Access to Virtual and Face-to-Face Learning Center

Right Management Learning Center provides small group facilitated sessions that teach and reinforce the essential elements of a successful career search.

These sessions include:

- Career Assessment
- Resume Development & Editing
- Search Strategy and Networking
- Social Media Networking – LinkedIn, Blogging, Twitter, Facebook etc.
- Interviewing & Presentation Skills
- Financial Planning
- Entrepreneurship & Franchising
- Consulting
- Career Mapping
- Power Networking Groups
- Feature Employer Spotlight Events
- Virtual Career Expos
- LinkedIn: Beginner, Intermediate, and Advanced use
- Workfolio (Discounted Personal Website Development)
- Work/Life Balance

Access to Job Search Resources

Right Management's Job Search Resources provide advice and guidance on how to effectively use online databases and printed materials to gather information on industry trends and company performance while assisting in the development of critical job search skills.

Right Management currently works with well over 100 IBM business partners to facilitate job matching for current IBM employees going through outplacement. You will have access to these positions for placement possibilities as they become available.

These resources include access to:

- Well Matched Job Leads
- Access to Job Opportunities
- Talent Profile
- High Yield Job Search Strategies
- Experienced Job Resource Consultants,
- I-view (an interactive interviewing tool)
- Proprietary web portal - RightEverywhere
- Alumni Web site

Access to Logistics & Support Team

Employees will receive professional logistical and administrative support to include: Scheduled use of workstations; telephone, voice mail, and fax services; resume design and production; access to copiers and personal computers.

IBM Financial Planning Services

During your remaining time as an active IBM employee, you are eligible to participate in IBM's financial planning program, [IBM MoneySmart](#). This program combines an online portal containing financial education materials, tools and calculators with confidential, one-on-one personal financial planning sessions with a MoneySmart Coach. Register at <http://w3.ibm.com/hr/us/moneysmart>.

Please note that IBM will continue your eligibility for MoneySmart coaching for 120 days after your departure date, although access to the online portal ends on your departure date. This will allow you time to transition your financial planning activities as needed.

Program participants may contact the IBM MoneySmart Center at 877-543-7678 (TTY: 866-217-8694) to set up an appointment.

Government Resources

Additional job search and placement resources including training services are available through federal and state sponsored programs. For information or to find the nearest One-Stop Career Center, call 877-US2-JOBS (TTY 877-889-5627), or visit www.careeronestop.org.

Services also include information on the local economy including growth industries and occupations, career counseling, and information on training programs for skill upgrades and career changes.

IBM Employee Assistance Program (EAP)

The IBM Employee Assistance Program (EAP) provides short-term counseling to IBM employees and their eligible family members. You can qualify for up to eight sessions at no cost to you. You can qualify for up to eight face-to-face counseling sessions per situation during the course of one calendar year. Important Note: If you are currently age 65 or will turn age 65 shortly after leaving IBM, you will not be eligible to participate in the EAP unless you elect TMP/COBRA coverage.

IBM Retraining Assistance Program (RAP)

The Retraining Assistance Program (RAP) is designed to provide an opportunity for eligible employees to help develop skills for a new career. The reimbursement will assist with the cost of items such as retraining and job-related skills building.

Eligible employees who depart from IBM will be reimbursed for eligible expenses up to a maximum of \$2,500 for eligible retraining completed within 12 months of the departure date, with reimbursement applied for within 15 months of departure date.

These reimbursements are considered taxable income to the recipient. Employees will receive a copy of the 1099 Form filed at the end of the year. Taxes will not be withheld from the reimbursement.

To be eligible, all courses must begin after separation and must end with documentation of successful completion within 12 months from the date of departure. RAP payments will not be prorated.

Institutions considered eligible are accredited colleges, universities and high schools, as well as business, technical or correspondence schools. Also eligible are non-accredited classes, seminars, lectures or workshops held by professional associations and instructors with established, documented credentials acceptable to IBM and whose primary purpose is to provide job-related skills training.

Eligible expenses include:

- All required institution/instructor's tuition or fees (except those specifically specified in ineligible expense section)
- Application fees (including transcript fees)
- College curriculum fees; college lab fees; computer access/use fees (information technology fees); course registration fees (except late registration); exam fees (certification exams, proficiency exams or Credit for Life Experience (CLEP)); general service fees (matriculation, non-matriculation)
- Required materials/books, including software, audio/video tapes, CDs, and/or DVDs; home study and/or Internet courses; also includes GMAT and real estate license fees
- Language courses require documentation from the provider that the course is job related

Expenses not eligible for reimbursement include:

- Association or student union fees (student activity fees); athletic/recreation/sport fees
- Career counseling and resume building
- Course change or withdrawal fees
- Equipment such as personal computers, laptops, printers, etc.; financing or installment service charges (deferred tuition payment contracts); fingerprint fees; insurance fees; late registration fees
- Certification or accreditation fees (not exam fees)
- Medical or physical exam fees; membership fees; parking fees; realtor board dues; sales recovery fees; telephone registration fees, travel, meals or lodging; tutoring (tutoring may be eligible under certain circumstances – i.e. the provider furnishes his Tax ID and can prove accreditation in the subject matter taught).

Upon course completion, application for reimbursement may be made by submitting a completed RAP Reimbursement Form (copy included in this package) to the address indicated on the form, one claim per form, along with a copy of the paid receipt and proof of successful completion from the course provider. All requests for reimbursement must be submitted within 15 months from the date of departure.

Any questions may be directed to Acclaris Consulting at 888-880-2775 (TTY 877-314-2240).

Part 3: Attachments to the Summary Plan Description

Attachment 1: IBM Individual Separation Allowance Plan Retirement “A”

Employees who accept the terms and conditions of the IBM Individual Separation Allowance Plan, and who are:

- regular IBM employees, and
- participants in the IBM Personal Pension Plan, and
- **within one year of retirement eligibility as of their departure date**, are eligible for Retirement Bridge “A”. The period of this Retirement Bridge is only until an eligible employee reaches their earliest retirement date. (See the Summary Plan Description for the IBM Personal Pension Plan to determine who is eligible to retire and earliest retirement date.)

During the Retirement Bridge, bridge eligible employees will receive:

- For employees covered under the IBM Personal Pension Plan - Prior Plan, service credit for the purposes of determining retirement eligibility and for determining if any early retirement reduction factors apply. Service credit is granted from the first day of the Retirement Bridge to the end of the month in which the earliest retirement date occurs.
- For employees covered under the IBM Personal Pension Plan - Personal Pension Account, service credit for purposes of eligibility for the Enhanced Annuity under the IBM Personal Pension Plan. Service credit is granted from the first day of the Retirement Bridge to the end of the month in which the earliest retirement date occurs.
- The period of the Retirement Bridge will count as service credit towards eligibility for retiree medical benefits.
- The current year’s vacation will be reconciled and payments will be made as appropriate in accordance with the IBM Vacation Plan. No additional vacation payments will be made for the year in which retirement occurs or for any years during the period of the Retirement Bridge.
- While on the Retirement Bridge, no regular IBM salary or IBM retirement income will be paid. As to eligibility for Growth Driving Profit-sharing, see the applicable Growth Driven Profit-sharing program. No assumption should be made about the content of yet unissued plans. No other IBM compensation will be paid.
- The employee will not be eligible for coverage under current or additional IBM benefits plans or programs for IBM employees during the Retirement Bridge, except for coverage under the Transitional Medical Program (TMP), Transitional Group Life Insurance and participation in the following current employee programs: Matching Grants, Fund for Community Service, T. J. Watson Scholarship Fund, Employee Purchase Program, Home Mortgage Availability Option, Group Universal Life (if currently enrolled) and Long Term Care Insurance Program (if currently enrolled), and IBM Club. Details of TMP coverage and Transitional Group Life Insurance are set forth in the applicable sections of this Summary Plan Description. During the Retirement Bridge, employees will be eligible for and subject to changes of broad applicability in the IBM Personal Pension Plan which might occur, such as base period updates or other modifications to the payment formula, whether or not such changes improve their retirement benefit. Retirement Bridge participants will not be eligible for narrowly targeted changes, such as other special retirement or exit incentives, if any, even if they would have been eligible had they remained an active IBM employee.
- If death occurs while on Retirement Bridge, benefits will be payable in accordance with applicable IBM Personal Pension Plan provisions on pre-retirement deaths.
- If a portion of your pension benefit is payable as an excess benefit (a benefit paid from IBM’s general assets and not from the IBM Personal Pension Plan trust fund) this benefit must be paid to you in accordance with the provisions of the IBM Excess Personal Pension Plan.
- An employee who becomes disabled while on the Retirement Bridge will not receive IBM Short-Term Disability Income Plan benefits nor be eligible for the IBM Long Term Disability Plan. The Retirement Bridge will continue until the person retires and becomes eligible to receive IBM retirement income and retiree benefits coverage.

If the employee wishes to commence his pension benefit as of the end of the Retirement Bridge, the employee should contact IBM Pension Services at 800-796-9876 to begin processing of pension benefits. The contact must occur during the period that begins 180 days before the date the employee will receive retirement eligibility, and ends on the date the employee will attain retirement eligibility (or not later than 30 days following attainment of retirement eligibility for those whose Retirement Bridge ends in less than 30 days). The earlier the employee contacts IBM Pension Services during this time period, the more likely pension benefits will be paid as of the end of the Retirement Bridge. Failure to contact IBM Pension Services within this time period may result in the forfeiture of some forms of payment or for employees covered under the IBM Personal Pension Plan - Prior Plan, a pre-retirement survivor benefit being paid only to the employee's spouse in the event of death, rather than to a survivor annuitant the employee has elected.

At the end of the Retirement Bridge, employees will retire under the terms of the IBM Personal Pension Plan in effect at the time he or she retires.

Retiring Retirement Bridge participants will receive retiree benefits such as medical, under the plans in effect at the time of retirement and will be subject to subsequent changes, in accordance with the terms of the applicable plan (e.g., the retiree medical plan). Retirement Bridge participants will become IBM retirees at the conclusion of the Retirement Bridge and upon completion of the required processing for retirement. Induction into the Quarter Century Club, if applicable, will occur at the end of the Retirement Bridge. The ESC will make arrangements for the QCC gift brochure to be sent to the employee. Public recognition such as dinner, luncheons, and/or coffees has been discontinued for employees on Retirement Bridge.

As a condition to eligibility for the Retirement Bridge, employees must sign the IBM Individual Separation Allowance Plan Retirement Bridge "A" Agreement stating they will retire. Employees must also sign the IBM Individual Separation Allowance Plan Separation Agreement in order to receive the payment and begin their Retirement Bridge. Once the bridge begins, a committed retirement date may not be changed.

Employees may participate in income-producing activities while on the Retirement Bridge. However, while on the Retirement Bridge, they are subject to IBM's Business Conduct Guidelines in effect on the last day of active IBM employment. To ensure compliance with IBM's Business Conduct Guidelines, a bridge participant must notify the office of the Human Resources Manager for their prior work location, in writing, of any prospective employment during the Retirement Bridge period. Cancellation of the Retirement Bridge may occur if it is discovered during the Retirement Bridge that either while on Retirement Bridge or prior to the start of the Retirement Bridge the employee engaged in gross misconduct, fraudulent conduct, or other misconduct that seriously adversely affects IBM. If the individual is already retirement eligible at the time the Retirement Bridge is terminated, the individual will be retired.

Attachment 2: IBM Individual Separation Allowance Plan Retirement Bridge “A” Agreement

For Submission to IBM:

I understand that providing I meet all eligibility requirements associated with the IBM Individual Separation Allowance Plan Retirement Bridge “A” Summary Plan Description, I will be on a Retirement Bridge without pay in conjunction with the IBM Individual Separation Allowance Plan beginning _____ (mm/dd/yy) and ending _____ (mm/dd/yy). Based on my committed plan to retire immediately following my Retirement Bridge, my effective date of retirement will be _____ (mm/dd/yy – this must be the last day of a month). Once my Retirement Bridge begins, the committed retirement date may not be changed.

When I contact IBM for retirement processing, if I am covered under the IBM Personal Pension Plan - Prior Plan, I will be granted IBM service credit to determine retirement eligibility and for determining if any early retirement reduction factors apply. If I am a participant in the IBM Personal Pension Plan – Personal Pension Account, I will be granted IBM service credit to determine eligibility for the Enhanced Annuity. Details of the Retirement Bridge are in the IBM Individual Separation Allowance Plan Summary Plan Description Retirement Bridge “A”, a copy of which I acknowledge having received and read.

It will be my responsibility to ascertain the status of payments for any payroll deductions I may have authorized as it will be necessary for me to personally make direct payments for such items.

I may participate in income-producing activities while on a Retirement Bridge. However, while I am on the Retirement Bridge, I am subject to IBM’s Business Conduct Guidelines in effect on the last day of my active IBM employment. To ensure compliance with the Business Conduct Guidelines, I must provide written notification to the office of the Human Resources Manager for my prior work location of any other prospective employment during this period. I understand that cancellation of the Retirement Bridge may occur if it is discovered during the Retirement Bridge that either while on Retirement Bridge or prior to the start of the Retirement Bridge, I engage in gross misconduct, fraudulent conduct, or other misconduct that seriously adversely affects IBM. If I am already retirement eligible at the time the Retirement Bridge is terminated, I will be retired.

I am reminded about the AGREEMENT REGARDING CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY which I signed upon commencing my employment with IBM. The obligation in that Agreement to assign intellectual property, including, but not limited to patents and copyrights, to IBM ends with respect to intellectual property created after my Retirement Bridge begins. However, other obligations in that Agreement, such as not disclosing IBM Confidential Information and those obligations related to intellectual property created prior to the commencement of my Retirement Bridge, remain in effect.

By signing below, I acknowledge that I understand the terms of this Retirement Bridge which include my agreement to retire when my Retirement Bridge is concluded with no right to return to regular employment at IBM.

Name (print): _____

Serial #: _____

Signature: _____

Date: _____

Attachment 3: IBM Individual Separation Allowance Plan Retirement Bridge “B”

Employees who accept the terms and conditions of the IBM Individual Separation Allowance Plan may request participation in the Retirement Bridge “B” associated with the IBM Individual Separation Allowance Plan if, as of March 1, 1996, they were **a regular IBM employee who was retirement eligible or within five years of retirement eligibility**. (See the Summary Plan Description for the IBM Personal Pension Plan to determine who is eligible to retire.) Eligible employees who meet the above criteria may request a Retirement Bridge for a period of up to a maximum of five years following their departure date from IBM (including, to bridge between their departure date and the day their pension benefits commence, when their departure date is not the last day of the month.) All eligible employees who meet the above criteria are currently retirement eligible and, should they elect to take a Retirement Bridge “B”, will not receive retirement income until the end of their Retirement Bridge.

During the Retirement Bridge, bridge eligible employees will receive:

- Employees in the IBM Personal Pension Plan- Prior Plan, who are approved for the Retirement Bridge will receive service credit for the bridge period up to a maximum of five years from the date of the commencement of the bridge for purposes of determining retirement eligibility and for determining if any early retirement reduction factors apply.
- Employees in the IBM Personal Pension Plan – Personal Pension Account will receive service credit towards eligibility for the Enhanced Annuity. Retirement Bridge participants are expected to retire from IBM within 30 days after the scheduled end of the bridge, which must not be later than the fifth anniversary of the beginning of their bridge.
- The period of the Retirement Bridge will count as service credit towards eligibility for retiree medical benefits.
- The current year’s vacation will be reconciled and payments will be made as appropriate in accordance with the IBM Vacation Plan. No additional vacation payments will be made for the year in which retirement occurs or for any years during the period of the Retirement Bridge.
- While on the Retirement Bridge, no regular IBM salary or IBM retirement income will be paid. As to eligibility for Growth Driving Profit-sharing, see the applicable Growth Driven Profit-sharing program. No assumption should be made about the content of yet unissued plans. No other IBM compensation will be paid.
- The employee will not be eligible for coverage under current or additional IBM benefits plans or programs for IBM employees during the Retirement Bridge, except for coverage under the Transitional Medical Program (TMP), Transitional Group Life Insurance and participation in the following current employee programs: Matching Grants, Fund for Community Service, T. J. Watson Scholarship Fund, Employee Purchase Program, Home Mortgage Availability Option, Group Universal Life (if currently enrolled) and Long Term Care Insurance Program (if currently enrolled), and IBM Club. Details of TMP coverage and Transitional Group Life Insurance are set forth in the applicable sections of this Summary Plan Description. During the Retirement Bridge, employees will be eligible for and subject to changes of broad applicability in the IBM Personal Pension Plan which might occur, such as base period updates or other modifications to the payment formula, whether or not such changes improve their retirement benefit. Retirement Bridge participants will not be eligible for narrowly targeted changes, such as other special retirement or exit incentives, if any, even if they would have been eligible had they remained an active IBM employee.
- If death occurs while on Retirement Bridge, benefits will be payable in accordance with applicable IBM Personal Pension Plan provisions on pre-retirement deaths.
- If a portion of your pension benefit is payable as an excess benefit (a benefit paid from IBM’s general assets and not from the IBM Personal Pension Plan trust fund) this benefit must be paid to you in accordance with the provisions of the IBM Excess Personal Pension Plan.
- An employee who becomes disabled while on the Retirement Bridge will not receive IBM Short-Term Disability Income Plan benefits nor be eligible for the IBM Long Term Disability Plan. The Retirement Bridge will continue until the person retires and becomes eligible to receive IBM retirement income and retiree benefits coverage.

Retiring Retirement Bridge participants will receive retiree benefits such as medical, under the plans in effect at the time of retirement and will be subject to subsequent changes, in accordance with the terms of the applicable plan (e.g., the retiree medical plan). Retirement Bridge participants will become IBM retirees at the conclusion of the Retirement Bridge and upon completion of the required processing for retirement. Induction into the Quarter Century Club, if applicable, will occur at the end of the Retirement Bridge. The ESC will make arrangements for the QCC gift brochure to be sent to the employee. Public recognition such as dinner, luncheons, and/or coffees has been discontinued for employees on Retirement Bridge.

Employees may participate in income-producing activities while on the Retirement Bridge. However, while on the Retirement Bridge, they are subject to IBM's Business Conduct Guidelines in effect on the last day of active IBM employment. To ensure compliance with IBM's Business Conduct Guidelines, a bridge participant must notify the office of the Human Resources Manager for their prior work location, in writing, of any prospective employment during the Retirement Bridge period. Cancellation of the Retirement Bridge may occur if it is discovered during the Retirement Bridge that either while on Retirement Bridge or prior to the start of the Retirement Bridge the employee engaged in gross misconduct, fraudulent conduct, or other misconduct that seriously adversely affects IBM. If the individual is already retirement eligible at the time the Retirement Bridge is terminated, the individual will be retired.

If the employee wishes to commence his pension benefit at the end of the Retirement Bridge, the employee should contact IBM Pension Services at 800-796-9876 to begin processing of pension benefits. The contact must occur during the period that begins 180 days before the date the employee will receive retirement eligibility, and ends on the date the employee will attain retirement eligibility (or not later than 30 days following attainment of retirement eligibility for those whose Retirement Bridge ends in less than 30 days). The earlier the employee contacts IBM Pension Services during this time period, the more likely pension benefits will be paid as of the end of the Retirement Bridge. Failure to contact IBM Pension Services within this time period may result in the forfeiture of some methods of payment or, for employees covered under the IBM Personal Pension Plan - Prior Plan, a pre-retirement survivor benefit being paid only to the employee's spouse in the event of death, rather than to a survivor annuitant the employee has elected.

Employees who participate in the Retirement Bridge must sign an agreement stating they will retire. An employee wishing to go on a Retirement Bridge in connection with a departure from IBM with individual separation allowance must sign the Retirement Bridge Agreement associated with the IBM Individual Separation Allowance. Such an employee must also sign the Separation Agreement which may include a covenant not to compete in order to receive the payment and begin his or her Retirement Bridge. Once the bridge begins, a committed retirement date may not be changed to a later one; however, an earlier date, upon which he or she is retirement eligible, will be allowed.

Bridge participants who fail to complete retirement processing at the end of their bridge will receive only one additional year's service credit from the date the bridge began or the elapsed duration of the bridge if it was less than one year.

Attachment 4: IBM Individual Separation Allowance Plan Retirement “B” Agreement

For Submission to IBM

I understand that providing I meet all eligibility requirements associated with the IBM Individual Separation Allowance Plan Retirement Bridge “B” Summary Plan Description, my Retirement Bridge (Five Year Bridge) without pay in conjunction with the IBM Individual Separation Allowance Plan will begin _____(mm/dd/yy) and will end _____(mm/dd/yy). Based on my committed plan to retire immediately following my bridge, my effective date of retirement will be _____(mm/dd/yy – this date must be the last day of the month). Once my bridge begins, the committed retirement date may not be changed to a later one; however, I may advance my retirement to an earlier date upon which I am retirement eligible.

When I contact IBM for retirement processing, if I am covered under the IBM Personal Pension Plan - Prior Plan, I will be granted IBM service credit to determine retirement eligibility and for determining if any early retirement reduction factors apply. If I am a participant in the IBM Personal Pension Plan – Personal Pension Account, I will be granted IBM service credit to determine eligibility for the Enhanced Annuity. Details of the Retirement Bridge are in the IBM Individual Separation Allowance Plan Summary Plan Description Retirement Bridge “B”, a copy of which I acknowledge having received and read.

It will be my responsibility to ascertain the status of payments for any payroll deductions I may have authorized as it will be necessary for me to personally make direct payments for such items.

I may participate in income-producing activities while on a Retirement Bridge. However, while I am on the Retirement Bridge, I am subject to IBM’s Business Conduct Guidelines in effect on the last day of my active IBM employment. To ensure compliance with the Business Conduct Guidelines, I must provide written notification to the office of the Human Resources Manager for my prior work location of any other prospective employment during this period. I understand that cancellation of the bridge may occur if it is discovered during the bridge that either while on bridge or prior to the start of the bridge I engaged in gross misconduct, fraudulent conduct, or other misconduct that seriously adversely affects IBM. If I am already retirement eligible at the time the bridge is terminated, I will be retired.

I am reminded about the AGREEMENT REGARDING CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY which I signed upon commencing my employment with IBM. The obligation in that Agreement to assign intellectual property, including, but not limited to patents and copyrights, to IBM ends with respect to intellectual property created after my Retirement Bridge begins. However, other obligations in that Agreement, such as not disclosing IBM Confidential Information and those obligations related to intellectual property created prior to the commencement of my Retirement Bridge, remain in effect.

By signing below I indicate my understanding of the terms of this bridge which include my agreement to retire when my bridge is concluded with no right to return to regular employment at IBM.

Name (print): _____

Serial #: _____

Signature: _____

Date: _____

Attachment 5: Retraining Assistance Program (RAP) Reimbursement Request Form

This form is used to submit reimbursement requests for the Retraining Assistance Program (RAP). Sections 1-3 are to be completed by the employee. This form must be received by the Acclaris Reimbursement Center no later than 15 months following the date separation occurred.

Reimbursement services provided by Acclaris	
Send completed forms to: Acclaris Reimbursement Center PO Box 25171 Lehigh Valley, PA 18002-5171 Fax: 813-830-7900	For claim inquiries, please contact us at: 888-880-2775 TTY: 877-314-2240 Web site: www.acclarisonline.com

Instructions for Claim Submission:

Complete all the requested information on this claim form.

Make sure your signature is at the bottom of the form.

Note: Requests will not be reimbursed for courses/services that have not been completed.

Requests cannot be reimbursed until all required information is received.

Requests must be submitted within 15 months of your separation date or the claim will not be reimbursed.

Language courses require documentation from the provider that the course is job related.

The following supporting documentation must be included with your claim form when filing for reimbursement (Please print clearly using blue or black ink):

- Copy of paid receipt
- Full itemization of fees
- Original or copy of the verification of completion

To be completed by Employee:

1. Name and home address to be completed with each submission (Please Print)

Employee Name (Last, First, Middle Initial)	Employee Serial Number	Last 4 Digits of Employee Social Security Number	Separation Date	
Street Address		City	State	Zip Code

2. Reimbursement Request Information (One Course Per Claim Form)

Name & Address of Institution / Instructor	Name of Course / Service Provided	Start Date of Course	End Date of Course
If applicable, please check the following regarding course taken: Home Study: On-Line Course:			Total Charges

I certify that the information above and submitted with this claim form is accurate.

I certify that the statements in this application are correct and that I have incurred the expenses reflected in the attached bills or receipts.

To all providers of services associated with this reimbursement: You or your representatives are authorized to obtain or view a copy of my records pertaining to expense information necessary to determine eligibility for reimbursement of the claim submitted. A copy of this authorization shall be as original.

Reimbursement for Overpayment: I hereby agree to notify the ACCLARIS Reimbursement Center if I become aware of any overpayment of this claim; and to reimburse ACCLARIS promptly for any amount by which a claim payment is finally determined to have exceeded the applicable benefit.

3. Only an employee is authorized to sign this claim form.

Employee's/Retiree's Signature	Date	Phone Number
--------------------------------	------	--------------

Attachment 6: Individual Separation Allowance Plan Separation Agreement

You are being offered payments and benefits as part of the Individual Separation Allowance Plan (ISAP) that you otherwise would not have been entitled to receive. You will receive and be entitled to keep these payments and benefits only if you accept and do not timely revoke this Agreement. This Agreement requires you to release IBM and related parties from any claims you may have as described below.

You should thoroughly review and understand the effect of this Agreement before you sign it.

The ISAP Summary Plan Description is the only document that describes your eligibility for the payments and benefits you are being offered under this Agreement. Any other written or oral representations, promises, or other agreements of any kind made to you in connection with your decision to accept this Agreement have no effect.

1. DEFINITIONS OF CERTAIN WORDS USED IN THIS AGREEMENT

For purposes of this Agreement, certain words have specific definitions.

- “Agreement” means this Separation Agreement.
- “IBM” means International Business Machines Corporation and all of its subsidiary and affiliated companies and all of their respective former or current directors, officers, employees, agents, and benefits plans (and fiduciaries, insurers or other agents of those plans), and all successors and assigns of these entities or individuals.
- “You” or “you” means you and anyone acting as your representative, successor or heir.
- “Release” means your waiver of claims as specified below.

2. WHAT YOU RELEASE BY SIGNING THIS AGREEMENT

- **BY SIGNING THIS AGREEMENT YOU RELEASE IBM FROM ALL CLAIMS THAT YOU MAY HAVE AGAINST IBM AT THE TIME YOU SIGN THIS AGREEMENT, EXCEPT FOR THE CLAIMS SPECIFICALLY IDENTIFIED IN SECTION 3.**
 - The claims you are releasing include, without limitation:
 - All claims against IBM whether or not related to your employment with IBM or the termination of your employment.
 - All claims arising under any federal, state, local or foreign law dealing with or regulating employment, including, but not limited to: (1) laws prohibiting discrimination based on race, national origin, ancestry, color, creed, religion, sex, sexual orientation, gender identification, pregnancy, marital status, age (including all claims under the Age Discrimination in Employment Act of 1967), disability, medical condition, or veteran status; (2) family and medical leave; (3) claims arising under the Employee Retirement Income Security Act of 1974 (“ERISA”); and (4) all waivable claims related to wages and hours, including under state or local labor or wage payment laws.
 - Claims based on contract, tort, or any other legal theory.
 - All claims whether or not you know about them at the time you sign this Agreement.
 - Any right to use the IBM Open Door or Panel Review Programs.

- If you have worked or are working in California, you expressly agree to waive the protection of section 1542 of the California Civil Code because you are releasing all claims, whether they are known or unknown. Section 1542 of the California Civil Code states:

“A general release does not extend to claims which a creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

In the event that you do not understand the waiver of your rights under section 1542 or its legal effect on you, you should talk to a lawyer.

3. WHAT YOU DO NOT RELEASE BY SIGNING THIS AGREEMENT

By signing this Agreement, you do not release:

- Any claims you may have that arise after the date you sign this Agreement;
- Any claims that by law cannot be waived by private agreement without judicial or governmental supervision;
- Any claims for wages that IBM concedes are due and owing to you;
- Your right to file a charge with or participate in any investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission (EEOC) or similar government agency. But even though you can file a charge or participate in an investigation or proceeding conducted by the EEOC or similar government agency, by signing this Agreement you are waiving your ability to obtain relief of any kind from IBM to the extent permitted by law.
- Your non-forfeitable rights to accrued benefits (within the meaning of sections 203 and 204 of the Employee Retirement Income Security Act of 1974) under the IBM Personal Pension Plan, the IBM Retirement Plan and the IBM Savings Plan.
- Any right you may have to challenge the validity of this Agreement.
- Your right to enforce this Agreement and to receive the benefits and payments pursuant to the ISAP.

4. YOU CAN TAKE UP TO 21 DAYS BEFORE SIGNING THIS AGREEMENT

You have the right to take up to twenty-one (21) days from the date you received this Agreement (even if your employment will end sooner) or until your last date of employment, whichever is longer, to consider this Agreement and the accompanying ISAP information. If you sign this Agreement before the expiration of the 21-day period, you acknowledge that you knowingly and voluntarily waived the right to wait the full 21 days.

5. YOU CAN REVOKE THIS AGREEMENT

This Agreement is not effective for SEVEN DAYS after you sign it. (For employees working in Minnesota, this period is 15 days.) You can revoke this Agreement during that time. To revoke this Agreement, your manager must receive a written notice of revocation from you within that time period. You understand that even if you revoke this Agreement, that will not change the fact that your employment has been terminated by IBM. You also understand that if you do revoke, you will not be entitled to any payments or benefits under this Agreement or the ISAP.

6. MISCELLANEOUS

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected in any way, except that if your release of claims or promise not to sue is held to be unenforceable, then at its option IBM may seek to recover to the maximum extent permitted by law the payments and value of benefits that you received under this Agreement.

This Agreement will be governed by the substantive laws of New York.

By signing this Agreement, you acknowledge that you fully understand any and all rights you have with respect to the claims you are releasing, and that you are voluntarily signing this Agreement without any threats, coercion or duress, whether economic or otherwise, and that you intend to be bound by the terms of this Agreement.

**YOU ARE ADVISED TO CONSULT WITH A LAWYER
BEFORE YOU SIGN THIS AGREEMENT**

Name (print): _____

Serial #: _____

Signature: _____

Date: _____