

## **IBM Statement of Understanding**

I have been reminded of my responsibilities and legal obligations to IBM regarding confidential information and intellectual property that will continue after my employment with IBM ceases. The following is a summary of such responsibilities and legal obligations, which I acknowledge by my Signature Statement:

1. I am aware of my legal obligations as stated in the Agreement Regarding Confidential Information, Intellectual Property, and Other Matters (Agreement) that I signed at the commencement of my employment to the effect that I will not, without IBM's written permission, disclose to anyone outside IBM or use in other than IBM's business, any confidential information or material of or possessed by IBM or its subsidiaries.
2. I understand that for the time period designated in my Agreement, following the termination of my employment, I will not directly or indirectly: a) hire, solicit or make an offer to any employee of IBM to be employed or perform services outside of IBM; or b) solicit for competitive business purposes any customer of IBM with which I have been involved as part of my job responsibilities during the last year of my employment with IBM. I acknowledge that IBM would suffer irreparable harm if I fail to comply with the Agreement.
3. Confidential information or material of IBM or its subsidiaries or affiliates is described in my Agreement. Confidential information of IBM does not include any general technical skills or the general experience gained by me during my employment with IBM, and I understand that IBM has no objection to my using these skills and experience in any new business venture or employment.
4. I have been advised that, without purporting to be all the confidential information of IBM to which I have had access or in any way limiting my obligations relative to other confidential information of IBM to which I have had access, the information set forth in the lower section of this statement, to which I have had access during my employment with IBM, is confidential information of IBM and thus falls within the nondisclosure and nonuse obligations of my Agreement.
5. I understand that my obligations not to use or disclose confidential information of IBM remains in effect after the termination of my employment with IBM and that if, at any time in the future, I wish to disclose or use any such confidential information or if I should be in doubt as to whether any information may be confidential to IBM, I will, prior to such disclosure or use, obtain written permission from IBM to do so. I further understand that such permission may be refused where confidential information of

IBM is involved. Nothing herein affects your rights, immunities, or obligations under any federal, state, or local law, including under the Defend Trade Secrets Act of 2016, as described in Company policies.

6. I have disclosed, and will disclose in writing to the IBM Intellectual Property Law Department any inventions, works of authorship or other Developments which IBM owns by virtue of my Agreement made, conceived, written or otherwise created, solely by me or jointly with others, during my employment with IBM. I recognize I still may have an obligation to execute papers in connection with patents or patent applications on such inventions.

7. I certify that I have returned, or will return within one week of separation, all property in my possession (whether or not containing confidential information) including, but not limited to, diskettes and other storage media, drawings, notebooks, reports, and other documents, belonging to IBM or its subsidiaries. In addition any computer equipment, peripherals, cellular phones, and other related communication/data processing equipment. (Specify any outstanding property and state reason for not returning.)

8. I certify that I have reported to IBM any violations of IBM's Business Conduct Guidelines and any information that I may have regarding any potential violations of laws or regulations relating to IBM's business, including U.S. securities laws and any laws related to anti-bribery, as well as any fraud or financial wrongdoing involving IBM.

9. I recognize that any violation of my obligations described herein can result in appropriate relief for IBM including money damages, equity relief and attorneys' fees.