

July 6, 2021

Gabriel Grant 725 10th Ave Apt 1 Huntington, West Virginia 25701

I am delighted to invite you to join the IBM Apprentice Program in the position of Application Developer Apprentice, working with innovative professionals like you, who are relentless and passionate in designing and building solutions for the world's most difficult challenges and in helping our clients do the same. IBMers aim high. We are always learning, sharing expertise, and working together to drive innovation. We are confident that you will thrive in our company of experts and make a difference.

As an IBM apprentice, you can change the way the world works. It's what IBMers have been doing for more than 100 years. A new world is taking shape before our eyes, and what we do here is a big part of it. Most of the world's top banks, car companies and healthcare businesses are IBM clients. Seventy percent of the world's data is managed with our technology. Eighty percent of Fortune 500 companies use our cloud. There is simply no other company on earth where you can make more of a meaningful difference than at IBM.

Attached are the terms of your apprenticeship. Please don't hesitate to reach out to me if I can be of any assistance. I look forward to hearing from you within five business days of the receipt of this letter and welcoming you to the program. Once you've accepted this offer, we'll send you additional information and resources to help you prepare for your apprenticeship..

Sincerely,

Abe Macklin

Attachment to the IBM Apprenticeship Program offer letter to Gabriel Grant for the position of Application Developer Apprentice, located in Rocket Center, WV. Your offer is contingent upon you successfully obtaining and maintaining proper security clearance(s), as necessary for work assignments. If a clearance is necessary, your employment with IBM must commence within 30 days of being granted clearance eligibility.

## **Salary and Benefits**

As a non-exempt apprentice, you will be paid a monthly rate of \$3225. Based on an internal calculation, this monthly rate is equivalent to \$18.61 per hour. Your overtime rate of pay will be \$27.92 hourly. The benefits available to you are outlined in a separate document included with this offer.

As an apprentice, you are entitled to occasional salary increases based on the attainment of new skills and competencies, provided your performance is satisfactory. Increases are discussed in greater detail in the IBM Standards of Apprenticeship.

Except as otherwise provided below (i.e., time away from the office outside of paid time off and appropriate site holidays), you will be paid only for hours worked and will receive time and one-half your hourly rate of pay for hours worked in excess of 40 in a single work week or as otherwise required by applicable law. As a non-exempt apprentice, you will receive a paycheck on a semi-monthly basis, on or around the 15th and 31st of each month.

The maximum assignment duration for an apprentice cannot exceed 12 months of active apprenticeship. You should also be aware that your apprenticeship with IBM does not guarantee employment to you upon completion of your apprenticeship. Continued employment is contingent on several factors including but not limited to successful and timely completion of your apprenticeship, your ability to be fully staffed on a regular and continual basis on projects and client engagements, and obtaining and maintaining any required Government security clearances.

Under IBM's paid sick time policy, you are eligible for up to 56 hours of paid sick time per year, pro-rated for those hired after January 1, to be used for allowable purposes under the policy. There is never a payout for unused, paid sick time. Please refer to the U.S. Paid Sick Time Policy for more information, which is available on your first day of employment.

As is customary at IBM, this apprenticeship offer is contingent upon several factors including:

- Verification of completeness and accuracy of your application materials and your ability to complete your IBM apprenticeship without restriction (which means, among other things, that you do not have non-compete obligations or other restrictive clauses (together "restrictive covenants") with your current or former employer that would prevent you from joining IBM, or that any such restrictive covenants have been waived or otherwise resolved by you).
- Compliance with U.S. immigration law including U.S. Government Employment Eligibility Verification form (I-9) and proof of identity and employment eligibility. For a list of acceptable documents, see <a href="http://www.uscis.gov/files/form/i-9.pdf">http://www.uscis.gov/files/form/i-9.pdf</a>. To start work

- on your first day, you must bring required documents with you as you will be unable to start work without them.
- Acknowledgement of IBM's Drug Free Workplace statement and Drug and Alcohol Testing Policy. In the event the position you are being offered requires you to operate an IBM owned/leased vehicle, your offer is contingent upon verification of a satisfactory driving record.
- Reviewing and signing IBM's Agreement regarding Confidential Information and Intellectual Property.
- Ability to obtain and maintain required Government security clearance as needed to support assignments.

Your apprenticeship at IBM will not begin until you have successfully met these requirements.

For tax and payroll purposes, you will require a Social Security Number. If you do not have one, you must apply for a number at your Social Security Administration Office before your first day of employment. Also, please note that IBM may be required to withhold federal tax at a different rate based upon your alien residency tax filing status. For more information on this, please review IRS Publication 519 before completing the W4 from, <a href="http://www.irs.gov/publications/p519/ch01.html">http://www.irs.gov/publications/p519/ch01.html</a>. If you are a nonresident alien, you will need to

http://www.irs.gov/publications/p519/ch01.html. If you are a nonresident alien, you will need to complete the W-4 form using the provided instructions on your first day of work, http://www.irs.gov/publications/p519/ch08.html.

U.S. Laws and regulations prohibit the release of restricted technology to a Foreign Person without first obtaining an export license or other government authorization. Accordingly, if our employment verification process reveals that you are a Foreign Person, you will be required to provide necessary information to enable IBM to determine the type of export authorization required if your job requires access to restricted technology. Our ability to obtain an export license for you may impact IBM's decision to continue with your pre-employment process.

Your employment is also contingent upon you maintaining employment authorization from the United States Immigration Service. IBM will assist you, if required, in obtaining a nonimmigrant visa. IBM has the sole discretion in determining whether to continue to sponsor an employee for immigration visa status or permanent residence status. Job performance, skill of the individual, requirements and contribution to the business will be the determining factors when management makes these decisions.

The terms of this letter are not a contract of employment and do not imply employment for any specific period of time. Rather, employment at IBM is at-will, which means that either you or IBM may terminate your employment at any time, for any reason and without prior notice. No modification of this at-will status is valid unless contained in writing signed by two authorized representatives of IBM.

This offer of apprenticeship is based on our confidence that your apprenticeship with IBM will be a mutually valuable and rewarding experience. We look forward to hearing from you soon.