

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

FORM 8-K

Current Report

**Pursuant to Section 13 or 15(d) of the Securities
Exchange Act of 1934**

September 25, 2025
Date of Report (Date of earliest event reported)

Pitney Bowes Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

1-3579

(Commission file number)

06-0495050

(I.R.S. Employer Identification No.)

Address: **3001 Summer Street, Stamford, Connecticut 06926**
Telephone Number: **(203) 356-5000**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

| Title of Each Class | Trading Symbol(s) | Name of Each Exchange on Which Registered |
|---------------------------------------|-------------------|---|
| Common Stock, \$1 par value per share | PBI | New York Stock Exchange |
| 6.70% Notes due 2043 | PBI.PRB | New York Stock Exchange |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth 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 Securities Act.

ITEM 5.02 DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS.

On September 25, 2025, Pitney Bowes Inc. (the “Company”) entered into a separation agreement (the “Separation Agreement”) with Shemin Nurmohamed in connection with her cessation of service as Executive Vice President and President, Sending Technology Solutions and departure from the Company, each effective as of end of business on September 11, 2025 (the “Separation Date”) as described in the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on September 12, 2025. Pursuant to the Separation Agreement, Ms. Nurmohamed is eligible to receive a cash payment equal to \$636,000, less applicable taxes and withholdings, which amount represents fifty-two (52) weeks’ worth of Ms. Nurmohamed’s base salary as in effect immediately prior to the Separation Date (the “Separation Amount”). The Separation Amount will be paid in a stream of payments on regular paydays following the Separation Date at the base salary rate in effect immediately prior to the Separation Date. In addition to the Separation Amount, Ms. Nurmohamed is also entitled to a lump sum payment of \$354,069, less applicable taxes and withholdings, to be paid within thirty days following the Separation Date, and other benefits. Additionally, under the terms of the Separation Agreement, certain of Ms. Nurmohamed’s incentive awards granted before the Separation Date that are outstanding for at least one year as of the Separation Date continue vesting and remain exercisable in accordance with their terms.

The foregoing description of the Separation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Separation Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

- | | |
|------|--|
| 10.1 | Separation Agreement, dated as of September 25, 2025, between Pitney Bowes Inc. and Shemin Nurmohamed. |
| 104 | The cover page of Pitney Bowes Inc.'s Current Report on Form 8-K, formatted in Inline XBRL. |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Pitney Bowes Inc.

By: /s/ Lauren Freeman-Bosworth

Name: Lauren Freeman-Bosworth

Title: Executive Vice President, General Counsel and Corporate Secretary

Date: September 26, 2025

**SEPARATION AGREEMENT AND GENERAL RELEASE
PITNEY BOWES INC.**

September 11, 2025 Shemin

Nurmohamed

Address on file with Pitney Bowes Inc.

Dear Shemin:

This letter agreement (the "Agreement") is by and between you and Pitney Bowes Inc. and/or its parent, subsidiaries, affiliates, divisions, related business entities, and with respect to each of them, their predecessors, successors, and assigns, employee benefit plans or funds, and with respect to each such entity, all of its or their past, present and/or future directors, officers, attorneys, fiduciaries, representatives, shareholders, agents, employees, heirs, personal representatives, benefit plans, trustees, administrators and assigns, whether acting on behalf of a company entity or in their individual capacities (collectively, the "Company Entities"). Your Benefit Information, regardless of whether you sign this Agreement, is provided in a separate document.

Because of the subject of this letter, its tone necessarily is formal. However, on behalf of the Company Entities, I want to express our sincere appreciation for the contributions you have made during your employment. I also want to convey to you our best wishes for your future.

This Agreement supersedes any and all previous agreements, either signed or unsigned, with respect to your employment or termination of employment, except that you specifically agree to continue to be bound by: any patent or intellectual property provisions; any restrictive covenant provisions regarding, without limitation, non-competition, non-solicitation and non-disclosure; any non-disparagement provisions; and any Proprietary Interest Protection Agreement, all of which shall specifically survive and continue in full force and effect.

1. SEPARATION DATE:

Your Last Day of Work ("Last Day Worked") for Pitney Bowes Inc. (the "Company") will be September 11, 2025 and your Separation Date will be September 12, 2025. Effective immediately, you shall not represent yourself as being an employee, officer, agent or representative of the Company for any purpose.

2. **SEVERANCE TERMS AND CONDITIONS:**

Your "Annual Base Salary" is \$636,000 and your service recognized under the Severance Plan is 9 years and 8 completed months of service.

- a. **Base Severance.** Subject to eligibility under the Company's Severance Pay Plan ("Severance Plan"), you will receive severance benefits of two (2) weeks base pay equal to the gross sum of \$24,461.54, even if you do not sign this Agreement ("Base Severance"). Base pay is your base salary rate of pay recognized for Severance Plan purposes.
- b. **Conditional Severance.** Subject to the terms of the Company's Severance Pay Plan and if you sign and do not revoke this Agreement, and comply with all its terms, you will receive Conditional Severance benefits of 50 weeks base pay equal to the gross sum of \$611,538.46 ("Conditional Severance"). The Conditional Severance is in addition to your Base Severance.
- c. **Pro-Rata Bonus.** If you sign and do not revoke this Agreement, and comply with all its terms, you will be eligible to receive an additional lump sum paid within 30 days following your Separation Date equal to the gross sum of \$354,069 ("Pro-Rata Bonus").
- d. Base Severance and Conditional Severance (together, "Severance") will be paid in a stream of payments on regular paydays following your Separation Date at the salary rate in effect on the Separation Date, however, (i) in no event shall the payment schedule extend over a period of more than two years from the Separation Date and (ii) the first installment of any Severance payment shall be paid on the Company's first regular payday that comes after the Effective Date (as defined below) (and such first installment shall include, without interest, any installments that otherwise would have been paid to you between the Separation Date and such first installment payment date had no delay occurred).
- e. **Tax Withholding.** Severance and Pro-Rata Bonus payments made pursuant to this Agreement are taxable and the Company will withhold required federal, state and employment taxes from these payments.
- f. **Unemployment Compensation.** The decision to apply for state unemployment compensation is your own. If you choose to apply for Unemployment Compensation (Connecticut ID Number 3717208) based on the termination of your employment with the Company, the Company may be asked to characterize the circumstances of your termination of employment. If asked the Company will answer all inquiries truthfully.
- g. **Balances You Owe the Company.** You agree that any money you owe the Company may be deducted from any Severance and Pro-Rata Bonus paid, subject to applicable law.

- h. **Death.** If you should die at any time after the date you have executed this Agreement any unpaid Severance and Pro-Rata Bonus shall be paid to your estate in a lump sum payment as soon as practicable after death.

3. **HEALTH CARE COVERAGE:**

a. **Your Current Coverage**

Generally, your current medical, prescription drug and dental coverage elections and related costs will continue until the end of the month in which your employment terminates. Immediately thereafter, other coverage (including COBRA or Retiree Medical coverage) shall begin, depending on your eligibility and your coverage elections.

b. **Your COBRA Coverage**

Under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), you have the right to elect to continue your Company medical, prescription drug and/or dental coverage for up to 18 months after your coverage as an active employee ends ("COBRA period"). Shortly after your Separation Date, Willis Towers Watson will mail a kit containing COBRA information to your home. **You will be required to make your COBRA election by contacting Willis Towers Watson (through the Pitney Bowes Services Center) directly by phone or through their website. Failure to provide payment will result in a lapse of coverage.**

Coverage may cease before the end of the COBRA period if certain events take place (please refer to "Your Benefits Information Handbook" for more information). When the COBRA period has ended you may be offered coverage under your provider's individual coverage conversion provision, if offered by the provider. The individual coverage offered may not be the same coverage offered under the active or COBRA plan.

c. **Your COBRA Premium**

You will be charged the full COBRA premium (102%) for your COBRA coverage beginning the first day of the month after your employment terminates.

Eligibility for Active Rate Period. However, if you sign and do not revoke this Agreement, and comply with all its terms, you will be eligible for COBRA medical coverage at the active employee rate for the first six (6) months of your COBRA period ("Active Rate Period"). Thereafter, you will pay the full COBRA rate (102%) for the remainder of your eligible COBRA period. The active employee rate will end if you find new employment and are eligible for medical and dental coverage from your new employer during the six-month period. If you are eligible for the Active Rate Period,

to obtain the active employee rate you must enroll in COBRA coverage with Willis Towers Watson by phone or through their website. Follow the directions in your COBRA package sent to you by Willis Towers Watson soon after your Separation Date.

Eligibility for Retiree Medical and Dental. At the end of the Active Rate Period, if you are eligible for pre-age 65 Retiree Medical on your Separation Date, you may choose between the following: (a) remaining on COBRA medical or dental coverage at the 102% premium rate for the balance of the COBRA term or (b) electing Retiree Medical at that time. If you choose to enroll in Retiree Medical but not Retiree Dental at such time, you may decide to keep COBRA dental coverage at the full COBRA rate (102%) for the remainder of the COBRA period.

Rate Changes. Rates charged by the Company for medical and dental coverage, including active, COBRA and Retiree Medical coverage, is subject to change when it is changed for active employees (usually annually effective January 1st).

If you do not receive your COBRA materials, please contact Willis Towers Watson at 1-888-469-7276. You will be direct billed for this coverage on a monthly basis. Note that you are responsible to contact Willis Towers Watson during transition periods regarding your medical and dental coverage choices.

Failure to make full and timely payment of premiums when due will result in a lapse of coverage.

d. **Dental**

The cost of dental coverage continuation will be based on COBRA rates for the entire COBRA period.

If you wish to elect COBRA, follow the instructions in the COBRA package sent to you by Willis Towers Watson soon after your Separation Date. You must pay your COBRA premiums directly to Willis Towers Watson (through the Pitney Bowes Services Center) to continue your COBRA coverage. Failure to make full and timely payment of premiums will result in lapse of coverage.

4. **LIFE INSURANCE COVERAGE:**

If you sign and do not revoke this Agreement, and comply with all its terms, you will receive Company-provided term life insurance coverage equal to one year of your base salary in effect as of your Separation Date for a one-year period following your Separation Date. There is no employee-paid monthly premium for this life insurance coverage but you will have imputed income

based on this coverage pursuant to tax law to the extent the coverage exceeds \$50,000.

5. **RE-HIRE POLICY:**

You agree not to apply for re-employment with the Company or with any of the Company Entities and that the Company Entities need not consider you for re-employment should you apply in any operation as an employee, consultant, job shopper, contract employee or temporary employee.

6. **RESTRICTED STOCK UNITS, OPTIONS, PERFORMANCE STOCK UNITS, CASH INCENTIVE UNITS AND STOCK CASH INCENTIVE UNITS:**

If you sign and do not revoke this Agreement, and comply with all its terms, you will be bridged to retirement for the purposes described in this Section 6 and, in accordance with the terms of the applicable Award Agreement, (i) your stock options and restricted stock units ("RSUs") that are outstanding for at least one year as of your Separation Date will continue to vest in accordance with the vesting schedule in the applicable Award Agreement, (ii) upon your reaching age 55, your RSUs that are outstanding for at least one year as of your Separation Date will fully vest, and (iii) your stock options will remain exercisable until the expiration date set forth in the applicable Award Agreement.

In addition, if you sign and do not revoke this Agreement, and comply with all its terms, in accordance with the terms of the applicable Award Agreement, your performance stock units ("PSUs") and cash incentive units ("CIUs") that are outstanding for at least one year as of your Separation Date will be prorated, and will be valued and paid after the end of the applicable cycle. The proration calculation will be based on your total completed months of active service through your Last Day Worked during the applicable 36 month PSU or CIU cycle divided by 36 and multiplied by a percentage based on the achievement against performance-based targets associated with such PSUs or CIUs as determined by the Board of Directors of the Company or its designated committee.

Regarding your stock cash incentive units ("SCIUs"), if you sign and do not revoke this Agreement, and comply with all its terms, in accordance with the terms of the applicable Award Agreement, your SCIUs that are outstanding for at least one year as of your Separation Date will continue to vest during the bridging period and remain outstanding following your reaching age 55. The SCIU payout will be determined based on actual performance and paid after the close of the performance cycle when otherwise paid to other eligible participants.

Any stock options, RSUs, PSUs, CIUs and SCIUs granted to you that are not outstanding for at least one year as of your Separation Date are automatically forfeited on your Separation Date. Should you be re-hired, your

re-employment will not reinstate the awards outstanding on your Last Day Worked; the treatment of the awards will remain as described herein.

Except as otherwise set forth herein, any stock options, RSUs, PSUs, CIUs and SCIUs that remain outstanding following your Separation Date will remain subject to the terms of the applicable Award Agreement and Pitney Bowes Stock Plan.

7. **RETURN OF PROPERTY:**

You agree that you have returned or will return by your Separation Date all property belonging or licensed to the Company or Company Entities, including but not limited to, office equipment, computers, laptops, peripherals, hardware, software, manuals, databases, computerized data, pagers, cellular phones, blackberries or similar devices, keys, identification cards, card access to Company or customer buildings and any documents and files, regardless of format, provided to or created by you in the course of your employment by the Company.

8. **WAIVER & RELEASE:**

- a. By signing this Agreement, you agree that in exchange for the payments and other benefits and consideration contained in this Agreement to which you are not otherwise entitled, you, on behalf of your heirs, executors, administrators, trustees, legal representatives and assigns, forever release and discharge the Company Entities from any and all claims, actions, suits, demands, obligations, losses, liabilities, debts, obligations for damages (including but not limited to compensatory, exemplary and punitive damages), expenses, back pay, reinstatement, attorneys' fees and costs whether known or unknown, against any of the Company Entities, arising up to and including the date you sign this Agreement, including but not limited to claims arising under the following laws including any amendments to them: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act of 1990; the Americans With Disabilities Act of 1990; the ADA Amendments Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act of 1988; the National Labor Relations Act; 42 U.S.C. 1981; the Family and Medical Leave Act of 1993; the Connecticut Fair Employment Practices Act; the Connecticut Family and Medical Leave Law; the Connecticut Age Discrimination and Employee Insurance Benefits Law; the Connecticut Smokers' Rights Law; and any and all other claims arising under or out of any other federal, state, or local statute, law, constitution, ordinance or regulation or any other claims sounding in tort or contract, including but not limited to claims relating to express or implied contracts, public policy, negligence, personal injury, emotional distress, invasion of privacy, detrimental reliance, promissory estoppel, common law claims or any

other claims arising out of or relating to your employment with the Company Entities. Specifically, and without limitation, you waive any rights that you may have under the Pitney Bowes Incentive Program and the Key Employee Incentive Program and agree that no additional cash incentives or payments are owed to you, except as provided herein.

- b. Without detracting in any respect from any other provision of this Agreement, you, in consideration of the payments and benefits provided to you in this Agreement, agree and acknowledge that this Agreement constitutes a knowing and voluntary waiver of all rights or claims you have or may have against the Company Entities as set forth herein, including, but not limited to, all rights or claims arising under the Age Discrimination in Employment Act of 1967, as amended, including, but not limited to, all claims of age discrimination in employment and all claims of retaliation in violation of the Age Discrimination in Employment Act of 1967.
- c. To the fullest extent of the law and subject to the provisions of Section 8(d) below and Section 9 hereof, you represent and affirm that (i) you have not filed or caused to be filed, on your behalf, and are not aware of any lawsuit, complaint or claim for relief against any of the Company Entities, that you do not have a pending claim of unlawful discrimination, harassment, sexual harassment, abuse, assault, or other criminal conduct or retaliation and you will not file or cause a filing on your behalf any lawsuit, complaint or claim for relief against any of the Company Entities; and (ii) you have no knowledge of any purported improper, unethical or illegal conduct or activities and have not reported any such conduct or activities to any supervisor, manager, department head, Human Resources representative, Corporate Compliance representative, agent or other representative of the Company, to any member of the Company's legal or compliance departments, to PB Resolve, or to the Ethics Hotline. You will be deemed to have sued the Company Entities if you elect to participate in and/or accept any settlement from any class action filed against any of the Company Entities.
- d. Nothing in this Agreement shall prohibit or restrict you from (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any federal or state regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Company's legal or compliance departments; or (iii) testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of the Sarbanes- Oxley Act or any federal, state or municipal law relating to fraud or any rule or regulation of the Securities and Exchange Commissioner, or any self- regulatory organization.
- e. This waiver and release excludes, and you do not waive, release, or discharge indemnification rights you have against the Company.

9. **NON-WAIVER OF VESTED OR LEGAL RIGHTS:**

By signing this Agreement you are not releasing any rights or claims which cannot be released by law including: (1) any and all accrued or vested benefits subject to the terms of applicable Company benefit plans and COBRA (for example, vested pension rights, COBRA rights to continued coverage for medical, prescription and dental, and conversion to individual coverage for life insurance); (2) claims that may arise after the date that you sign this Agreement; (3) workers' compensation claims; (4) any right to file an unfair labor practice charge under the National Labor Relations Act or participate or assist in proceedings before the National Labor Relations Board; (5) the right to seek or receive a monetary award from a government-administered whistleblower award program or (6) your right to file a charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by or before, or provide information to any administrative agency such as the Equal Employment Opportunity Commission; however you are waiving all rights to recover money or other relief in connection with any such charge.

10. **AFFIRMATIONS:**

By signing this Agreement, you affirm as follows: (1) you have been paid for all hours worked, with the exception of hours worked within the pay period that includes the date you sign this Agreement and/or hours worked subsequent to the date you sign this Agreement, if you sign this Agreement before you receive your final active employee paycheck; (2) you are not owed any monies from the Company other than any amounts or payment specified in this Agreement; (3) you have not suffered any on-the-job personal injury for which you have not already filed a claim; and (4) you have been allowed to take all leave and afforded all other rights to which you are entitled under the Family and Medical Leave Act ("FMLA") and under any applicable state family and medical leave laws, which means, among other things, that the Company has not in any way interfered with, restrained or denied your exercise of (or attempt to exercise) any federal and/or state FMLA rights, nor terminated or otherwise discriminated or retaliated against you for exercising (or attempting to exercise) any such rights.

11. **COOPERATION:**

You agree to cooperate fully with reasonable requests in the handling or investigation of any administrative charges, government inquires or lawsuits involving any of the Company Entities that relate to matters that arose while you were an employee of the Company. The Company will reimburse you for any reasonable out-of-pocket expenses you incur by reason of such cooperation, including any loss of income. The Company will make reasonable efforts to minimize any interruption to your life in connection with your cooperation in such matters as provided for in this Section 11.

12. **POST-EMPLOYMENT OBLIGATIONS:**

- a. You have certain post-employment obligations set forth in the Proprietary Interest Protection Agreement that you previously signed. This Proprietary Interest Protection Agreement survives this Agreement and is incorporated herein by reference. A copy of the Proprietary Interest Protection Agreement is attached.
- b. Given your position with the Company, you had access to proprietary information which is information not made available to the public and is maintained as confidential by the Company including, but not limited to, Company procedures, scientific or technical knowledge or production information; business information of the Company including, but not limited to, marketing and business plans and strategies; customer identities, lists, needs or current or proposed product usage; current or proposed product and equipment costs, specifications and pricing, licensing arrangements, and internal financial information, personnel information including personnel lists, resumes, performance evaluations and organization structures; and, passwords or access codes to Company data bases. You agree that you hold and will hold all such information (including information as to the termination of your employment hereunder) in a fiduciary capacity for the benefit of the Company, and will not disclose to any third party or use for your benefit or that of any third party, any proprietary information other than what is reasonably appropriate in connection with your securing other employment or engagements.
- c. Nothing in this Agreement is intended to prevent you from (i) using on your behalf your general knowledge or experience in any area of activity, whether or not involving your service with the Company; (ii) referring to your performance of services for the Company as descriptive of your abilities and qualifications for employment or engagement by any other person; (iii) disclosing information concerning this Agreement to your legal, personal, business or tax advisors, or members of your immediate family; or (iv) disclosing such information as may be required to be disclosed in response to a subpoena or other order of a court or competent jurisdiction or administrative agency requiring such disclosure, and after reasonable notice to the Company, but in no event more than three (3) working days of your receiving such legal process. Nor shall the foregoing prohibit or restrict such disclosure as may be necessary for the prosecution of claims relating to the performance or enforcement of this Agreement or prohibit or restrict you (or your attorney) from responding to any such inquiry about this settlement or its underlying facts and circumstances by the Securities and Exchange Commission or any other regulatory organization. In addition, you are hereby provided notice that under the 2016 Defend Trade Secrets Act no individual will be held criminally or civilly liable under Federal or State trade secret law for a trade secret disclosure if the disclosure is: (A) (i) made **in confidence** to

a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (ii) made **solely** for the purpose of reporting or investigating a suspected violation of law; (B) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made **under seal** so that it is not made public; or (C) to your attorney in connection with a lawsuit for retaliation for reporting a suspected violation of law (and the trade secret may be used in the court proceedings for such lawsuit) as long as (i) any document containing the trade secret is filed under seal and (ii) the trade secret is not disclosed except pursuant to court order. Nothing in this Agreement prohibits a disclosure of trade secrets or other Confidential Information that complies with limitations described above. However, in order for a disclosure to be permitted and protected under this provision, it must be made in strict accordance with limitations described above.

- d. Subject to the provisions of Section 12(e) below, you agree that neither you nor anyone acting at your direction shall at any time denigrate, through adverse or disparaging communication, written or oral, whether true or not, the operations or business of the Company or its current or former employees, including, without limitation, the expression of personal views, opinions or judgments. Further, following the Separation Date, you shall refrain from making any statement, communication or publication that disseminates or publicizes confidential information about, places in a false light, defames, disparages or holds up to ridicule the Company or its past or present officers, management or employees.
- e. The provisions of this Section 12 shall not apply to any truthful statement required to be made by you only as a result of a subpoena or other legal compulsion in any court proceeding of government or regulatory investigation. You further agree to notify **in writing** the Company's Office of the General Counsel at 3001 Summer Street, Stamford, CT 06905, or facsimile number 203-351-6167 within three (3) working days of your receiving any such legal process, which refers to the Company. For the avoidance of doubt, nothing in this Section 12 shall prohibit or restrict you from (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any federal or state regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Company's legal or compliance departments; or (iii) testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of the Sarbanes-Oxley Act or any federal, state or municipal law relating to fraud or any rule or regulation of the Securities and Exchange Commissioner, or any self-regulatory organization.
- f. You further acknowledge that your breach of the Agreement will result in irreparable and continuing damage to the Company for which monetary damages would be an inadequate remedy. In the event of any such breach or threatened breach by you, the Company shall be entitled to

insist upon specific performance of this Agreement, and the Company shall be entitled to preliminary and permanent injunctive relief.

- g. Separately, if you should violate any of the provisions of this Agreement, particularly your Post-Employment Obligations, the Company shall have the right, as allowed by law, to terminate any additional compensation, benefit subsidization and bonus consideration that is conditioned on you signing this Agreement. The Company shall also be entitled to, as allowed by law, disgorgement of any payments made to you while you were in violation of your Post-Employment Obligations.

13. **ENFORCEABILITY:**

If one or more provisions or terms of this Agreement shall be ruled unenforceable, you understand that the Company may elect to enforce this Agreement or cancel it.

14. **MATERIAL BREACH:**

The Company at any time during the period of this Agreement, at its sole discretion, reserves the right to cancel any additional pay, benefits or additional considerations beyond statutory mandates, if it is discovered that you have willfully failed to comply with any material provisions of this Agreement.

15. **TAXATION:**

Notwithstanding any other provision of this Agreement, the Company may withhold from amounts payable under this Agreement all federal, state, local and foreign taxes that are required to be withheld by applicable laws and regulations. Notwithstanding anything to the contrary, the Company does not guarantee the tax treatment of any payments and benefits under this Agreement, including without limitation pursuant to the Internal Revenue Code ("Code") or any other applicable federal, state or local law and any guidance issued thereunder.

16. **Section 409A:** Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Notwithstanding any provision of this Agreement to the contrary, if necessary to comply with the restriction in Section 409A(a)(2)(B) of the Code concerning payments to "specified employees" (as defined in Section 409A), any payment on account of your separation from service that would otherwise

be due hereunder within six (6) months after such separation will nonetheless be delayed until the first business day of the seventh month following your separation from service and the first such payment will include the cumulative amount of any payments that would have been paid prior to such date if not for such restriction. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Notwithstanding the foregoing, the Company makes no representations that the payment(s) and benefits provided under this Agreement comply with or are exempt from the requirements of Section 409A and in no event shall the Company or any other Company party be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by you on account of non-compliance with Section 409A. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible.

17. **TIME TO CONSIDER AGREEMENT AND EFFECTIVE DATE:**

a. Acceptance:

Please review this Agreement carefully with the person of your choice, including an attorney, before signing it. You have twenty-one (21) days from the original date on this Agreement to consider this Agreement. Changes made to this Agreement after the original date on this Agreement, whether material or immaterial, do not restart this consideration period. After signing this Agreement, you must return it to the care of Lauren Freeman-Bosworth, Executive Vice President, General Counsel and Corporate Secretary, at Lauren.Freeman-Bosworth@pb.com so that it is received no later than October 2, 2025.

b. Revocation:

After signing this Agreement, you still have seven (7) calendar days to revoke this Agreement by written notice to the Company (the "Revocation Period"). If you choose to revoke this Agreement, your written notice of revocation must be received by the Company by 9:00 a.m. on the eighth (8th) calendar day after you sign this Agreement. You may fax your notice of revocation to *Pitney Bowes Business Operations at 518-285-7671* or email it to severance.administration@pb.com, provided that a copy is also sent via email to the office of the Executive Vice President, General Counsel and Corporate Secretary, at Lauren.Freeman-Bosworth@pb.com.

If you revoke this Agreement, the terms of this Agreement shall become null and void.

c. Effective Date:

If you do not timely revoke it, this Agreement shall become effective automatically upon the expiration of the Revocation Period (the "Effective Date"), which is the eighth (8th) calendar day after it is executed.

18. **NO ORAL RELIANCE OR UNILATERAL MODIFICATION:**

You agree that you have relied only on the terms set forth in this Agreement and not on any representation or statement made by a Company employee, agent or representative, in accepting this Agreement. The Agreement will not be effective or accepted if modified by you unilaterally without the consent and agreement of the Company. This Agreement may be modified or changed only if in writing signed by you and the Company or its successors in interest.

19. **NO ADMISSION:**

This Agreement does not constitute an admission by the Company of any liability whatsoever, or as an admission by the Company of any violation of your rights, or violation of any order, law, statute, duty, or contract liability to you on the part of the Company, its employees or agents or related companies or their employees or agents.

20. **RESIGNATION OF POSITION:**

This Agreement, once signed by you, shall also serve as a resignation by you of all positions, titles and boards that you held as a direct consequence of your employment with the Company effective on your Separation Date, unless specifically stated otherwise in this Agreement or in a separate writing contemporaneous or subsequent to the execution of this Agreement. The Company may request, and you agree, to execute a resignation with an earlier resignation date as the case may be.

21. **GOVERNING LAW:**

This Agreement will be governed by and construed and interpreted in accordance with the laws of the United States of America and the State of Connecticut, as applicable, without regard to principles of conflicts of law. You specifically consent to the exclusive jurisdiction and venue in the state and federal courts of Connecticut.

22. **COMPANY NOT PROHIBITED FROM AMENDING ITS PLANS:**

Nothing contained herein shall prohibit or be deemed to prohibit the Company from amending, modifying or terminating its employee benefits plans or policies in the ordinary course of business even as those plans and policies may impact you.

23. **ACKNOWLEDGMENTS:**

You acknowledge that you: (a) have carefully read this Agreement in its entirety; (b) have been advised by this writing to consult with counsel of your own choosing on all issues relating to this Agreement; (c) have had the opportunity to consider the terms of this Agreement for at least **21** calendar days; (d) are and have been advised by the Company, in this writing, to consult with an attorney of your choice before signing this Agreement; (e) fully understand the significance of all of the terms and conditions of this Agreement, have no physical or mental impairment of any kind that has interfered with your ability to read and understand the meaning of this Agreement or its terms, and have discussed them with an attorney of your choice, or have had a reasonable opportunity to do so; and (f) are signing this Agreement voluntarily and of your own free will and agree to abide by all of the terms and conditions contained herein.

Very truly yours,

/s/ Kurt Wolf

Kurt Wolf

President and Chief Executive Officer

**SEPARATION AGREEMENT AND GENERAL RELEASE
PITNEY BOWES INC.**

I have read this Separation Agreement and General Release I understand all of its terms. I enter into and sign this AGREEMENT knowingly and voluntarily, with full knowledge of what it means.

/s/ Shemin Nurmohamed
Shemin Nurmohamed

9/24/2025
Date