

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

ARTHUR STANTON, on behalf of himself and
others similarly situated,

Plaintiff,

v.

THE NCR PENSION PLAN; THE PENSION
AND BENEFITS COMMITTEE OF THE
NCR PENSION PLAN; NCR, as Plan
Administrator; and ANDREA LEDFORD,
LINDA FAYNE LEVINSON, EDWARD P.
BOYKIN, GARY J. DAICHENDT, CHINH E.
CHU, and RICHARD T. MCGUIRE,

Defendants.

CIVIL ACTION FILE NO:

CLASS ACTION COMPLAINT

COMPLAINT

INTRODUCTION

1. Plaintiff ARTHUR STANTON (“Mr. Stanton”), a former employee of NCR Corporation (“NCR”) and participant in the NCR Pension Plan (the “Plan”), brings this action pursuant to the Employee Retirement Income Security Act of 1974 (“ERISA”) to obtain pension benefits and equitable relief on behalf of himself and on behalf of all other similarly situated participants in the Plan, including participants whose pension plans merged into the Plan.

JURISDICTION AND VENUE

2. Jurisdiction is based on Section 502(e)(1) of ERISA, 29 U.S.C. § 1132(e)(1); and 28 U.S.C. § 1331(a), because this action arises under the laws of the United States, namely ERISA.

3. Relief is authorized by 28 U.S.C. §§ 2201 and 2202, Rules 57 and 65 of the Federal Rules of Civil Procedure, and by ERISA Sections 502(a)(1)(B) and 502(a)(3), 29 U.S.C. §§ 1132(a)(1)(B) and (a)(3).

4. Venue is proper in this District pursuant to ERISA Section 502(e)(2), 29 U.S.C. § 1132(e)(2), because Plaintiff resides in this District, the breach took place in this District, and Defendants can be found in this District.

THE PARTIES

5. Mr. Stanton is a participant in the Plan within the meaning of ERISA Section 3(7), 29 U.S.C. § 1002(7). He resides in this District in Cumming, Georgia.

6. The Plan is an employee pension benefit plan within the meaning of 29 U.S.C. § 1002(2)(A), a “single employer plan” within the meaning of 29 U.S.C. § 1002(41), and a “defined benefit plan” within the meaning of 29 U.S.C. § 1002(35). The Plan’s principal place of business is located at 3097 Satellite Blvd., Duluth Georgia 30096.

7. Defendant the Pension and Benefits Committee of the Plan (“the “Committee”) is the “Administrator” of the Plan, a named fiduciary of the Plan, and a *de facto* fiduciary within the meaning of ERISA. The Committee’s offices are currently located in this District in Duluth, Georgia.

8. NCR, formerly known as The National Cash Register Company (“NCR” or the “Company”), sponsors and maintains the Plan for the benefit of its eligible employees as well as eligible employees of those companies which merged into NCR, including but not limited to the Retirement Plan for Exempt Employees of the Los Angeles Business Forms and Supply Division of the Company. NCR is the “Administrator” of the Plan and a Plan “fiduciary” within the meaning of ERISA.

9. Defendant Andrea Ledford, Senior Vice President, Corporate Services and Chief Human Resources Officer of NCR, appoints the members of the Committee and, in doing so, is a fiduciary of the Plan within the meaning of ERISA.

10. Defendants Linda Fayne Levinson, Edward P. Boykin, Gary J. Daichendt, Chinh E. Chu, and Richard T. McGuire, upon information and belief, are or, at all times material hereto, were members of the Committee and fiduciaries of the Plan within the meaning of ERISA.

MR. STANTON’S EMPLOYMENT WITH NCR

11. Mr. Stanton, who was born on April 6, 1939, was a full-time employee of NCR in Ohio from October 10, 1961 through January 1, 1970. Between January 1, 1970

and on or about October 1, 1971, Mr. Stanton took an unpaid leave of absence authorized by the Company. Mr. Stanton returned to full-time employment at NCR on or about October 1, 1971, and remained there full-time until February 15, 1980.

12. At no point during his employment with NCR did Mr. Stanton receive any summary of material modifications, benefit statements, or annual reports pertaining to the Plan, let alone his benefits under the Plan.

13. At no point during his employment with NCR did Mr. Stanton make contributions to the Plan.

THE ORIGINAL PLAN

14. The Company established the Plan in 1940 to provide retirement benefits to Employees who become covered under the Plan.

15. The Plan originally was named The Retirement Plan for Employees of The National Cash Register Company (the “Original Plan”). The Original Plan was applicable to all full-time employees of the Company employed in the United States and to certain former employees who were citizens of the United States and employed by a subsidiary or a sales agent of the Company outside of the United States.

THE 1963 PLAN

16. NCR issued a booklet explaining the details on the Plan as amended and in effect January 1, 1963 (the “1963 Plan”). A copy of the 1963 Plan booklet is attached as **Exhibit 1.**

17. The preface to the 1963 Plan booklet stated that “[t]he NCR Retirement Plan offers two forms of **assured** income to **employees** after retirement. One is called the Contributing Annuity, the other the Non-Contributing Annuity.” (Emphasis supplied.)

18. The preface to the 1963 Plan booklet further stated that “[t]he Non-Contributory Annuity” [under the 1963 Plan] is **paid for entirely by the Company**. Together with social security, the Non-Contributing Annuity provides a reasonable retirement income based solely upon credited service.” (Emphasis supplied.)

19. Page 24 of the 1963 Plan booklet defined “Credited Service” as “the period of full-time employment by the Company which is continuous up to retirement date, except as follows: ... (b) Absence on authorized leave of absence **shall** not break continuous service and the period absent **shall** be included in Credited Service.” (Emphasis supplied.)

20. Page 22 of the 1963 Plan booklet stated that “[a] Non-Contributing Employee is an active or former Employee of the Company who has 10 or more years of Credited Service and who does not qualify for any benefit of the Plan which is based on Employee contributions.” That said, page 4 of the 1963 Plan booklet provided that “[t]he Plan is for **all full-time employees of the Company** in the Continental United States and Hawaii.” (Emphasis supplied.)

21. Page 22 of the 1963 Plan booklet stated that “[a] Non-Contributing Employee whose employment is terminated after his 40th birthday but before his 55th birthday shall, upon application to the Company, be retired under the Plan as of the first of the month next following his 65th birthday, or the month after application if later, with his monthly annuity computed in the same manner as in effect at the time of his termination of employment.” (Emphasis supplied.)

22. Page 26 of the 1963 Plan booklet also stated that “[t]he monthly annuity provided for a Non-Contributing Employee may be purchased from the Insurance Company when he retires or may be otherwise provided by the Company. “

23. Importantly, page 25 of the 1963 Plan booklet stated: “At no time prior to the satisfaction of all liabilities under the Plan to Employees, Joint Annuitants and Beneficiaries, shall any part of the corpus or income of the Pension Fund be used for or diverted to any other purpose than for their exclusive benefits.”

24. Likewise, page 27 of the 1963 Plan booklet stated that “[n]o **retroactive amendment shall be made unless required to qualify or retain the qualification of the Plan** under the Internal Revenue Code or any other law.” (Emphasis supplied.)

25. Pages 27 to 28 of the 1963 Plan booklet further stated that “[i]f the Company should discontinue contributions for the purpose of terminating the Plan,” then “the portion of the Pension Fund attributable to contributions of the Company for Non-

Contributing Employees ... shall be segregated and ... provide proportionately for retired Non-Contributing Employees the monthly annuities for which they are then eligible”

THE 1969 PLAN

26. The Plan was amended effective January 1, 1969 (the “1969 Plan”). A copy of the 1969 Plan is attached as **Exhibit 2**.

27. The 1969 Plan defined “Employee” as, among other things, “a full-time employee of the Company in the United States” who, like Mr. Stanton, was “an executive, administrative, professional or confidential employee.”

28. Part I of the 1969 Plan included within the definition of “participant” all eligible employees who had completed 10 or more years of Credited Service and who were not entitled to participate in Part II of the 1969 Plan (the contributory portion of the Plan).

29. The 1969 Plan defined “Credited Service” as “the period of full-time continuous employment by the Company ... up to the date of the participant’s retirement or other termination of employment.” The 1969 Plan did not define “termination of employment” and did not contain an express “Break in Service” provision.

30. Mr. Stanton had nine years and one full month of Credited Service under the terms of the 1969 Plan prior to his authorized leave of absence on January 1, 1970.

THE 1972 PLAN

31. Effective January 1, 1972, the Plan was amended and its name changed to the Retirement Plan for Salaried Employees (the “1972 Plan”). A copy of the 1972 Plan is attached as **Exhibit 3**.

32. Like its predecessor version, the 1972 Plan defined “Participant” as an eligible Employee who had completed ten years of Credited Service and who, like Mr. Stanton, was not entitled to any benefit under the contributory part of the Plan.

33. Like its predecessor version, the 1972 Plan defined “Credited Service” as “the period of full-time continuous employment by the Company ... up to the date of the Participant’s retirement or other termination of employment.” Like its predecessor version, the 1972 Plan provided that an “authorized leave of absence determined in accordance with uniform rules applicable to all Employees similarly situated **shall** not break continuous employment and the period of absence **shall** be included in Credited Service.” (Emphasis supplied.) The 1972 Plan further provided that “[p]eriods prior to the effective date the Employee became a participant in this Plan and which were recognized as Credited Service under a tax qualified plan of the Company for which such Employee was eligible prior to such effective date **shall** be included in Credited Service hereunder....” (Emphasis supplied.)

34. Because NCR authorized his leave of absence in 1970, Mr. Stanton’s leave of absence between January 1, 1970 and October 1, 1971 did not break his continuous

employment and, per the terms of the 1972 Plan, was required to be included in computing his credited service.

35. Mr. Stanton completed 10 years of credited service on October 10, 1971. Thus, Mr. Stanton became a “Participant” per the terms of the 1972 Plan on October 10, 1971.

36. Under the 1972 Plan, the basic “Monthly Pension” payable to a Participant who retired on his Normal Retirement Date (the first day of the month following his 65th birthday) equaled the sum of the following: $3/4$ of 1% of the first \$650 of Participant’s “Final Average Monthly Salary”, plus 1 % of the Participant’s “Final Average Monthly Salary” in excess of \$650, multiplied by the number of years of “Credited Service” to which the Participant was entitled. The term “Final Average Monthly Salary” meant the Participant’s “average monthly salary for the highest five consecutive years during the last ten years immediately preceding the last day worked prior to retirement or other termination of employment, excluding overtime, commissions, bonuses and any other special compensation.”

37. Mr. Stanton’s Final Average Monthly Salary at the time he left NCR on February 15, 1980 was approximately \$2,666.67. He had accrued 14.5 years of Credited Service by that time. Thus, per the 1972 Plan, Mr. Stanton’s “Monthly Pension” was \$964.83.

38. Mr. Stanton's Normal Retirement Date under the 1972 Plan was May 1, 2004.

THE 1974 PLAN

39. The 1972 Plan was amended effective January 1, 1974 (the "1974 Plan"). A copy of the 1974 Plan is attached as **Exhibit 4**.

40. The 1974 Plan did not make substantive changes to the 1972 Plan's definitions of "Employee," "Participant," or "Credited Service." Nor did the 1974 Plan contain an express "Break in Service" provision.

THE 1976 PLAN

41. Effective January 1, 1976, the Plan was amended and its name changed to "The Retirement Plan for Salaried Employees of NCR Corporation" (the "1976 Plan"). A copy of the 1976 Plan is attached as **Exhibit 5**.

42. Part II, Section I, paragraph C of the 1976 Plan provided that "any person who immediately prior to January 1, 1976 was an Employee as defined in the Plan at that time, shall be a Participant." (Emphasis supplied.) The 1976 Plan otherwise stated (in Part II, Section I, paragraph A) that an Employee shall become a Participant on the first of the month next following the date on which he turned 25 and completed one Year of Service.

43. Immediately prior to January 1, 1976, Mr. Stanton was an Employee as defined by the Plan at that time. Thus, Mr. Stanton was a “Participant” in accordance with Part II, Section I, paragraph C of the 1976 Plan.

44. Alternatively, Mr. Stanton would have become a Participant in accordance with Part II, Section I, paragraph A of the 1976 Plan because he met the eligibility requirements set forth in paragraph A during his employment with NCR.

45. The 1976 Plan employed the same definition of “Credited Service” as its predecessor version.

46. Part II, Section 2, paragraph B of the 1976 Plan stated that “if an Employee on December 31, 1975 has 10 or more years of [] Credited Service, such an Employee **shall** be a **Vested** Participant.” (Emphasis supplied.) Paragraph B further stated that “Periods of Credited Service before January 1, 1976 credited under the Plan as in effect before that date, **shall** be credited for the same purposes after that date.” (Emphasis supplied.)

47. On December 31, 1975, Mr. Stanton had more than 10 years of Credited Service as defined by the Plan then in effect. Thus, Mr. Stanton was a “Vested Participant” in accordance with Part II, Section 2, paragraph B of the 1976 Plan.

48. Alternatively, Mr. Stanton was a “Vested Participant” in accordance with Part II, Section 2, paragraph A of the 1976 Plan, which stated: “A Participant shall be a ‘Vested Participant’ when he has completed 10 or more Years of Service or when he

reaches the Normal Retirement Date [(i.e., the “first day of the month next following [the participant’s] 65th birthday”], whichever is earlier, and shall have a non-forfeitable right to his accrued ‘Basic Monthly Benefit’” (Emphasis supplied.)

49. Benefits for married vested participants, like Mr. Stanton, were payable in the form of a Joint and Survivor Annuity and, for unmarried participants, in the form of a Single Life Annuity payable during their lifetime.

50. The 1976 Plan stated that “[n]ine months prior to a married Participant’s earliest Optional Early Retirement Date the Participant shall be furnished a written explanation of his Normal Form of Benefit” which “shall set forth the manner in which an Optional Form of Benefit may be requested, the relative financial effect on a Participant’s benefits of such a request and shall define the circumstances in which the Joint and Survivor Annuity will be provided unless the Participant has elected another form of benefit” Mr. Stanton was not provided this written explanation at any time.

NCR’S PENSION PLAN HANDBOOK

51. NCR’s Pension Plan Handbook states that vesting service includes any service the Employee earned *even while not eligible to participate in the Plan*. A copy of NCR’s Pension Plan Handbook is attached as **Exhibit 6**. NCR’s Pension Plan Handbook also states that “[p]ast service, which was recognized under the Pension Plan (or any other NCR Sponsored U.S. tax-qualified retirement plan) at the time, was restored when you were rehired, regardless of the break.”

52. Like the 1976 Plan, NCR's Pension Plan Handbook recognized that Mr. Stanton was a vested participant in the Plan.

NCR'S ACTIONS TO DERISK AFTER 1980

53. After Mr. Stanton left NCR on February 15, 1980, the Company amended the name of the Plan to the NCR Pension Plan, and eventually froze participation to new hires as well as all existing benefit accruals.

54. In 2012, NCR gave 23,000 former employees who were eligible for but not yet receiving monthly pension payments the opportunity to convert their future annuity to a lump-sum benefit. NCR, upon information and belief, did not properly amend the Plan to allow this conversion right before offering it to these former employees.

55. In June 2014, NCR gave about 20,000 pension plan participants receiving benefits the opportunity to convert their monthly annuity to a lump-sum benefit. The offer was made to former employees or beneficiaries who began receiving pension benefits between Jan. 1, 1994, and April 1, 2014. NCR, upon information and belief, did not properly amend the Plan to allow this conversion right before offering it to these former employees.

56. In December 2014, NCR purchased a group annuity through Principal Life Insurance Company to provide pension benefits to about 4,500 retirees and their beneficiaries. NCR transferred approximately about \$160 million in Plan obligations to Principal Life.

MR. STANTON'S CLAIM FOR BENEFITS UNDER THE PLAN

57. Mr. Stanton telephoned NCR Benefits Center in June 2016 to inquire about his pension benefits under the Plan.

58. By letter on December 28, 2016, NCR conceded that there were no "break in service" rules in effect at the time Mr. Stanton left the Company in 1971. This notwithstanding, NCR contended that Mr. Stanton failed to meet the 10-year service requirement under the Plan to receive benefits. A copy of NCR's December 28, 2016 letter is attached as **Exhibit 7**.

59. By letter dated March 9, 2017, Mr. Stanton, through his attorney, formally requested payment of his vested benefits under the Plan. A copy of counsel's March 9, 2017 letter is attached as **Exhibit 8**.

60. In the March 9, 2017 letter, counsel stated:

Mr. Stanton worked at NCR from 1961-1970 and again from 1971-1980. When he was rehired in 1971, a letter was apparently sent from the Cleveland NCR branch (where Mr. Stanton was rehired) to the headquarters in Dayton, Ohio stating that Mr. Stanton would have the same employee number and all benefits would be reinstated, including full participation in the pension plan as if he had not left the company. The letter went on to state that Mr. Stanton's absence from the company would be considered a leave of absence and not a

termination. Mr. Stanton's records at NCR should show 16 years of service, enough to qualify for benefits under the pension plan in effect during his employment with the company.

61. By letter dated March 27, 2017, the Committee denied Mr. Stanton's claim for benefits based on the non-existent "break in service" provisions it claimed appeared in the 1969, 1972, and 1974 versions of the Plan. The Committee claimed it had no record of having treated Mr. Stanton's absence as a leave. The Committee further stated that because Mr. Stanton worked fewer than 10 years of service when he left employment in 1970, he did not have a vested interest in any Plan benefits. The Committee then misstated that Mr. Stanton could bring a civil action under ERISA within one year of the date of his original claim for benefits under the Plan. A copy of the Committee's March 27, 2017 letter is attached as **Exhibit 9**.

62. Mr. Stanton timely appealed the Committee's adverse determination. A copy of Mr. Stanton's appeal letter is attached as **Exhibit 10**.

63. By letter dated May 8, 2017, the Committee upheld its denial of Mr. Stanton's claim on appeal, and notified Mr. Stanton that he had exhausted his administrative remedies under the Plan. In its letter, the Committee again misstated that Mr. Stanton could bring a civil action under ERISA within one year

of the date of his original claim for benefits under the Plan. A copy of the Committee's denial letter on appeal is attached as **Exhibit 11**.

64. All conditions precedent to this action have been satisfied or waived.

CLASS ACTION ALLEGATIONS

65. Mr. Stanton brings this action on his own behalf and, pursuant to the provisions of the Federal Rules of Civil Procedure, on behalf of a class of all others similarly situated, defined as follows:

(a) All Participants in the Plan, including Participants in former employee benefit plans that merged into the Plan, whether active, inactive or retired, and their beneficiaries, surviving spouses, and Estates; who were employed by the Company both before and on or after January 1, 1976; who became Participants under the 1976 Plan in accordance with Part II, Section 1, paragraph C of the 1976 Plan; and who did not receive Credited Service, in whole or in part, in accordance with Part II, Section 2, paragraph B of the 1976 Plan because of a pre-ERISA break in their service (collectively, "Subclass A").

(b) All Participants in the Plan, including Participants in former employee plans that merged into the Plan, whether active, inactive or retired, and their beneficiaries, surviving spouses, and Estates; who were employed by the Company on or after January 1, 1976; who became Participants in accordance with Part II, Section 1, paragraph A of the 1976 Plan; who had not completed 10 or more Years

of Service at the time they terminated employment with NCR; and who did not receive their Basic Monthly Benefit, in whole or in part, upon their Normal Retirement Date in accordance with Part II, Section 2, paragraph A of the 1976 Plan (collectively, “Subclass B”).

66. The requirements for maintaining this action as a class action under Rule 23(b)(1) and (b)(2), Federal Rules of Civil Procedure, are satisfied in that:

(a) Subclass A and Subclass B (disjunctively, the “appropriate Subclass”) are large in number; the exact number and identities of all members of the appropriate Subclass are currently unknown to Mr. Stanton, but are well known to Defendants. The number of members of the appropriate Subclass is believed to be no less than 100.

(b) The members of the appropriate Subclass are so numerous that joinder of all members is impracticable;

(c) There are questions of law common to all members of the appropriate Subclass, including but not limited to whether Defendants violated and continues to violate ERISA by: (i) failing and/or refusing to apply ERISA’s rule of parity to pre-ERISA breaks in service;(ii) providing a lower accrual rate to pre-ERISA years of participation in the absence of any provision in the Plan or ERISA authorizing it; (iii) diverting Plan assets other than for the exclusive benefit of Plan Participants and their beneficiaries; (iv) by failing to provide Plan participants with

notices of their right to benefits at early retirement and/or at their Normal Retirement Dates; (v) by failing to monitor other Plan fiduciaries; (vi) by misrepresenting the terms of the Plan to Participants; (vii) by failing to follow the terms of the Plan; and (viii) by engaging in prohibited transactions.

(d) Mr. Stanton is a member of Subclass A, as defined above; his claim is typical of the claims of the members of Subclass A and he will fairly and adequately protect the interests of the Subclass A. Mr. Stanton's interests are coincidental with, and not antagonistic to those of the remainder of Subclass A, and he is represented by experienced ERISA counsel.

(e) Alternatively, Mr. Stanton is a member of Subclass B, as defined above; his claim is typical of the claims of the members of Subclass B and he will fairly and adequately protect the interests of the Subclass B. Mr. Stanton's interests are coincidental with, and not antagonistic to those of the remainder of Subclass B, and he is represented by experienced ERISA counsel.

(f) The prosecution of separate actions by individual members of the appropriate Subclass would create the risk of inconsistent or varying adjudications establishing incompatible standards of conduct for Defendants, and a risk of adjudications which as a practical matter would be dispositive of the interests of other members of the appropriate Subclass who were not parties; and

(g) Defendants have acted and/or refused to act and are likely to act and/or refuse to act on grounds generally applicable to the appropriate Subclass, thereby making appropriate final injunctive and other equitable relief with respect to the appropriate Subclass as a whole.

COUNT I

CLAIM FOR BENEFITS AND CLARIFICATION OF RIGHTS

PURSUANT TO 29 U.S.C. § 1132(A)(1)(B)

(Against Defendants NCR and the Plan)

67. Plaintiff realleges and incorporates in Count I the allegations in Paragraphs 1 through 66 of the Complaint as if fully restated herein.

68. The terms of the Plan and ERISA prohibited NCR from divesting the vested benefits of Mr. Stanton and similarly situated class members.

69. As a direct and proximate result of the improper acts and/or omissions herein alleged, Plaintiff and similarly situated class members have had benefits wrongfully withheld to which they are entitled under the terms of the Plan.

70. Accordingly, Plaintiff, both individually and on behalf of similarly situated class members, brings this suit to recover benefits due under ERISA, to enforce and clarify rights under ERISA, and to enforce the terms of the Plan, pursuant to 29 U.S.C. § 1132(a)(1)(B).

71. Plaintiff further has been compelled to retain the services of an attorney in order to enforce and clarify these above rights under the Plan and ERISA. Accordingly, Plaintiff seeks reasonable attorney's fees pursuant to 29 U.S.C. § 1132(g).

WHEREFORE, Plaintiff Arthur Stanton prays for judgment as follows:

- (a) Class certification under Rule 23 of the Federal Rules of Civil Procedure;
- (b) An award of all benefits wrongfully withheld, with pre-judgment and post-judgment interest at the legal rate under O.C.G.A. § 7-4-12 until paid;
- (c) A declaration clarifying Plaintiff's rights to benefits under the terms of the Plan;
- (d) An Order compelling the Plan to make future payments to Plaintiff and putative class members in the correct amount;
- (e) Reasonable attorney's fees and costs as authorized by statute, and ordering the payment of reasonable fees and expenses of this action to Plaintiff's counsel pursuant to the common fund theory out of the money recovered for the Plan, Plaintiff, and/or the others similarly situated; and
- (f) For such other and further relief as the Court may deem proper.

COUNT II

CLAIM FOR BREACH OF FIDUCIARY DUTY

UNDER 29 U.S.C. §§ 1132(A)(2) AND (A)(3)

(Against All Defendants Except the Plan)

72. Plaintiff realleges and incorporates in Count II the allegations in Paragraphs 1 through 66 of the Complaint.

73. 29 U.S.C. § 1132(a)(3) authorizes appropriate equitable relief against Plan fiduciaries.

74. 29 U.S.C. § 1132(a)(2) authorizes Plaintiff to bring a civil action on behalf of the Plan for relief under ERISA 29 U.S.C. § 1109.

75. 29 U.S.C. § 1109(a), “Liability for Breach of Fiduciary Duty,” provides, in pertinent part, that “any person who is a fiduciary with respect to a plan who breaches any of the responsibilities, obligations, or duties imposed upon fiduciaries by this title shall be personally liable to make good to such plan any losses to the plan resulting from each such breach, and to restore to such plan any profits of such fiduciary which have been made through use of assets of the plan by the fiduciary, and shall be subject to such other equitable or remedial relief as the court may deem appropriate, including removal of such fiduciary.”

76. 29 U.S.C. §§ 1104(a)(1)(A) and (B) provides, in pertinent part, that a fiduciary “shall discharge his duties with respect to a plan solely in the interest of

the participants and beneficiaries, for the exclusive purpose of providing benefits to participants and beneficiaries, and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.” These fiduciary duties are referred to as the duties of loyalty, exclusive purpose and prudence, and are the “highest known to the law.”

77. Under 29 U.S.C. § 1109(a), any fiduciary who breaches any of the responsibilities, obligations or duties imposed by 29 U.S.C. §§ 1104(a)(1)(A) and (B) shall be personally liable to make good to a plan any losses to that plan resulting from each breach and shall be subject to such other equitable and remedial relief as the court may deem appropriate.

78. Pursuant to 29 U.S.C. § 1104(a)(1), Defendants were required to discharge their duties with respect to the Plan and Plan participants solely in the interests of the participants with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and of like aims.

79. Defendants’ fiduciary duties included but were not limited to the duty to select and monitor Plan fiduciaries; to provide Plan participants and

beneficiaries the documents required to be automatically furnished under ERISA; to prudently manage Plan assets; to follow the terms of the Plan; to not interfere with participants' attainment of vested benefits under the Plan; and to not misrepresent the terms of the Plan.

80. NCR, as the Plan sponsor, had the fiduciary duty to appoint a Plan administrator that was without a conflict of interest, to monitor the chosen Plan administrator, and to remove if necessary the chosen Plan administrator.

81. Ms. Ledford had a fiduciary duty to appoint members of the Committee and, in that regard, was required to appoint members that were without a conflict of interest, to monitor the chosen Committee members, and to remove if necessary the chosen Committee members if, as here, they did not comply with their own fiduciary obligations to the Plan and Plan participants.

82. NCR, the Committee, and the individual members of the Committee, as Plan Administrators, had the fiduciary responsibility, among other things:

(a) to furnish Plaintiff and similarly situated Plan participants a copy of the summary plan description ("SPD") and/or all modifications or changes at the times and intervals required under 29 U.S.C. § 1024(b)(1) and/or 29 C.F.R. §§

2520.104b-1, 2520.104b-2, 2520.104b-3, 2520.104b-4;

(b) to not impose provisions of or amendments to the Plan that violated the anti-cutback provisions of ERISA and the Internal Revenue Code;

(c) to provide Plaintiff and similarly situated Plan participants with a written explanation of their Normal Form of Benefit nine months prior to their earliest Optional Early Retirement Date;

(d) to reasonably explain to plan participants and beneficiaries the material terms and conditions of the relevant plan documents and provide them with adequate notice of what they need to do for eligibility and entitlement to benefits;

(f) to provide correct information to Plan participants like Plaintiff upon their inquiries into Plan benefits;

(g) to adequately select, train, and monitor their personnel so that misinformation about the Plan, terms of the Plan, and procedures necessary to effect claims for benefits under the Plan does not occur;

(h) to send participants like Plaintiff written notice that their future accrual of benefits would be reduced as a result of the 1976 Plan amendments;

(i) to not intentionally withhold or conceal Plan information from Plaintiff and similarly situated Plan participants;

(j) to not divert Plan assets for their own self-interest; and

(k) to take prudent steps so that at no time prior to the satisfaction of all liabilities to Employees, Joint Annuitants, and Beneficiaries would any part of the corpus or income of the Plan be used or diverted to any purpose other than for their exclusive benefit.

83. Defendants breached these fiduciary duties in one or more of the following ways:

(a) By failing to furnish Plaintiff and similarly situated Plan participants a copy of the summary plan description (“SPD”) and/or all modifications or changes at the times and intervals required under 29 U.S.C. § 1024(b)(1) and/or 29 C.F.R. §§ 2520.104b-1, 2520.104b-2, 2520.104b-3, 2520.104b-4, or at any other time before, during, or after their employment, thus preventing Plaintiff and other participants from learning of the existence and terms of their rights under the Plan;

(b) By violating 29 U.S.C. §§ 1022(a) and (b), and accompanying regulations from the U.S. Department of Labor, by purporting to impose provisions that violated the anti-cutback provisions of ERISA and the Internal Revenue Code;

(c) By failing to provide Plaintiff and similarly situated Plan participants with a written explanation of their Normal Form of Benefit nine months prior to their earliest Optional Early Retirement Date;

(d) By discharging their duties in their own interests;

(e) By failing to reasonably explain to plan participants and beneficiaries the material terms and conditions of the relevant plan documents and provide them with adequate notice of what they need to do for eligibility and entitlement to benefits;

(f) By providing incorrect information to Plan participants like Plaintiff upon their inquiries into Plan benefits;

(l) By failing to adequately select, train, and monitor their personnel so that misinformation about the Plan, terms of the Plan, and procedures necessary to effect claims for benefits under the Plan does not occur;

(m) By failing to send participants like Plaintiff written notice that their future accrual of benefits would be reduced as a result of the 1976 Plan amendments;

(n) By intentionally withholding or concealing Plan information from Plaintiff and similarly situated Plan participants;

(o) By diverting Plan assets for their own self-interest;

(p) By not following plain and unambiguous Plan terms;

(q) By improperly trying to amend the Plan and to retroactively reduce owing Plan benefits;

(r) By allowing (and encouraging) other Plan participants to improperly change the form and timing of the distribution of Plan benefits; and

(s) By not correcting the misrepresentations made by other Defendants about eligibility for and entitlement to benefits under the Plan.

84. Each of the Defendants knew that the other Defendants were not acting in the best interests of the Plan, or the participants and beneficiaries in the Plan.

85. NCR also breached its fiduciary duty by authorizing Ms. Ledford to appoint and supervise members of the Committee, when she was not qualified for that position, and then failing to supervise Ms. Ledford in her fiduciary endeavors.

86. Ms. Ledford breached her fiduciary duty by appointing members of the Committee who were not qualified to serve as Plan administrators, and then failing to supervise Committee members in their fiduciary endeavors.

87. Each of the Committee members breached his/her fiduciary duty by, *inter alia*, misapplying and refusing to follow plain and unambiguous Plan terms, diverting Plan assets for their own interests, allowing (and encouraging) other Plan participants to improperly change the form and timing of the distribution of Plan benefits; and not correcting the misrepresentations made by other Defendants about eligibility for and entitlement to benefits under the Plan.

88. Through their breaches of fiduciary duties described above, Defendants wrongfully retained millions of dollars belonging to the Plan, Plaintiff and others similarly situated.

89. The Plan, Plaintiff, and others similarly situated were injured as a result of Defendants' breaches of their fiduciary duties.

90. The Plan lost significant value as a result of their breaches and surplus in the Plan was lost.

91. During their employment and for many years thereafter, Plaintiff and others similarly situated were not aware of their rights under the Plan and the terms and limitations governing them, as they never at any time received any documents from NCR or the Committee describing those rights and they were never orally informed of them. Plaintiff and others similarly situated did not become aware of their rights under the Plan until years after their retirement. Plaintiff and others similarly situated also were deprived of the right to make a claim for Early Retirement Benefits under the Plan and interest on their benefits.

92. Defendants knew the above breaches occurred and continued to occur, but failed to make reasonable efforts to remedy the breaches, for example, in not providing Plan documents to Plaintiff and other participants, and in not correcting misrepresentations made to Plan participants.

93. At all material times, Defendants knew or should have known their continued silence could harm participants, including Plaintiff and others similarly situated, in the future by depriving them of their rights under the Plan.

94. Each Defendant, thus, is liable for the others' breaches of fiduciary duty pursuant to 29 U.S.C. § 1105(a)(3).

95. Defendants are jointly and severally liable to make good and to pay to the Plan, Plaintiff, and similarly situated Plan participants any losses sustained as a result of their above breaches of fiduciary duties.

96. Pursuant to the provisions of ERISA, the Defendants are liable and should pay the attorney's fees and costs incurred by the Plaintiff in this action.

97. Pursuant 29 U.S.C. § 1132(a)(3), the Court should also award appropriate equitable relief, including but not limited to restitution.

WHEREFORE, Plaintiff prays for judgment and relief as follows:

- (a) Class certification under Rule 23 of the Federal Rules of Civil Procedure;
- (b) An equitable surcharge for unjust enrichment to recover the benefits lost or withheld and to make the Plan, Plaintiff, and Class whole;
- (c) disgorgement of all profits improperly retained by Defendants;
- (d) reformation of the Plan to the extent needed to equitably address and pay Plaintiff's and similarly situated participants' claims for the entirety of the benefits that to which they are entitled;
- (e) equitable estoppel preventing Defendants from relying on the improper Plan amendments that purport to reduce accrued benefits, misinformation, and the failure to give correct and accurate information to Plaintiff and similarly situated Plan participants;

(f) Costs, interest, and attorneys' fees under 29 U.S.C. § 1132(g), and ordering the payment of reasonable fees and expenses of this action to Plaintiff's counsel pursuant to the common fund theory out of the money recovered for the Plan, Plaintiff, and/or the others similarly situated; and

(g) Such other or further relief this Court deems just and proper.

COUNT III

CLAIM FOR RELIEF UNDER 29 U.S.C. § 1132(c)(1)(B)

(Against All Defendants Except the Plan and Ms. Ledford)

98. Plaintiff realleges and incorporates in Count III the allegations in Paragraphs 1 through 66 of the Complaint as if fully restated herein.

99. A claim for breach of fiduciary duty under 29 U.S.C. § 1132(a)(3) may be simultaneously pled with a 29 U.S.C. § 1132(c)(1)(B) claim for failure to disclose Plan information, as they provide separate and distinct remedies. *See, e.g., Poole v. Life Ins. Co. of N.A.*, 984 F. Supp. 2d 1179 (M.D. Ala. 2013).

100. During their employment and for many years thereafter, Plaintiff and other similarly situated participants were not aware of their rights under the Plan and the terms and limitations governing them, as they never at any time received any documents from Defendants describing those rights and they were never orally informed of them.

101. Plaintiff and other similarly situated participants did not become aware of their rights under the Plan until years after their retirement.

102. Defendants, as Plan Administrators, breached their statutory duties to Plaintiff and others similarly situated by:

(a) failing to furnish them a copy of the summary plan description (“SPD”) and/or all modifications or changes at the times and intervals required under 29 U.S.C. § 1024(b)(1) and/or 29 C.F.R. §§ 2520.104b-1, 2520.104b-2, 2520.104b-3, 2520.104b-4, or at any other time before or after his employment, thus preventing Plaintiff from learning of the existence and terms of his rights under the Plan;

(b) violating 29 U.S.C. §§ 1022(a) and (b), and accompanying regulations from the U.S. Department of Labor, by purporting to impose provisions that violated the anti-cutback provisions of ERISA and the Internal Revenue Code;

(c) failing, at any time during or after their employment, to notify them of their right to obtain benefits under the Plan; and

(d) failing to provide them with a written explanation of their Normal Form of Benefit nine months prior to their earliest Optional Early Retirement Date.

WHEREFORE, pursuant to 29 U.S.C. § 1132(c), Plaintiff requests entry of judgment against Defendants and an award of statutory relief as follows:

(a) Class certification under Rule 23 of the Federal Rules of Civil Procedure;

(b) \$110 per day from October 10, 1971 to the date of judgment, for failure to furnish an SPD to Plaintiff within 90 days of becoming a Plan Participant; and/or

(c) \$110 per day from the earliest date of each five-year period in which Defendant failed to furnish an updated SPD; and/or

(d) \$110 per day from July 6, 1993 to the date of judgment, for failure to a written explanation of his Normal Form of Benefit nine months prior to his earliest Optional Early Retirement Date; and/or

(e) \$110 per day from January 1, 2007 to the date of judgment for failure to furnish Plaintiff with an SMM; as well as

(f) Costs, interest, and attorneys' fees under 29 U.S.C. § 1132(g), and ordering the payment of reasonable fees and expenses of this action to Plaintiff's counsel pursuant to the common fund theory out of the money recovered for the Plan, Plaintiff, and/or the others similarly situated; and

(g) Such other or further relief this Court deems just and proper.

COUNT IV

CLAIM FOR BREACH OF FIDUCIARY DUTY UNDER 29 U.S.C. §§

1132(A)(2) AND (A)(3)

(Against All Defendants Except the Plan)

103. Plaintiff realleges and incorporates in Count IV the allegations in Paragraphs 1 through 66 of the Complaint.

104. 29 U.S.C. § 1132(a)(2) authorizes Plaintiff to bring this claim for relief on behalf of the Plan.

105. 29 U.S.C. § 1132(a)(3) authorizes appropriate equitable relief against Plan fiduciaries.

106. ERISA § 406(a)(1)(D), 29 U.S.C. § 1106(a)(1)(D), prohibits a fiduciary with respect to a plan from directly or indirectly causing a plan to use assets for the benefit of a party in interest, as defined by 29 U.S.C. § 1002(14), if it/he/she knows or should know that such transaction constitutes a use of plan assets for the benefit of a party in interest.

107. 29 U.S.C. § 1106(b)(1) prohibits the use of plan assets by a fiduciary with respect to a plan in its/his/her own interest or for his own account.

108. As fiduciaries with respect to the Plan, Defendants are parties in interest with respect to the Plan under ERISA.

109. Participants in the Plan also are parties in interest as defined by ERISA.

110. By failing to enforce the Plan's provisions regarding the time and form of distribution of benefits as to participants other than Plaintiff and others similarly situated, and seeking to reduce the size of the Plan's liabilities before satisfying all obligations owed to Plaintiff and others similarly situated, Defendants have used Plan assets for their own benefit.

111. Defendants knew or should have known that their failure to enforce the Plan's provisions regarding the time and form of distribution of benefits, and their seeking to reduce the size of the Plan's liabilities before satisfying all obligations owed to Plaintiff and others similarly situated, constituted such a use of Plan asset, in violation of 29 U.S.C. § 1106(a)(1)(D).

112. By failing to enforce the Plan's provisions regarding the time and form of distribution of benefits, and their seeking to reduce the size of the Plan's liabilities before satisfying all obligations owed to Plaintiff and others similarly situated, Defendants improperly have used plan assets in their own interest or for their own account and, in doing so, caused Plaintiff and others similarly situated to suffer a loss equal to the foregone funding and earnings thereon.

113. The failure of Defendants (and their predecessors) to enforce the Plan's provisions regarding the time and form of distribution of benefits, and their

seeking to reduce the size of the Plan's liabilities before satisfying all obligations owed to Plaintiff and others similarly situated, improperly has profited Defendants (and their predecessors) by providing them the use of money owed to the Plan for the general business purposes of Defendants (and their predecessors) and, in doing so, caused a loss to the Plan equal to or exceeding the profits wrongfully retained by Defendants.

114. Each of the Defendants knew or should have known of the foregoing prohibited transactions but, nonetheless, caused the Plan to engage in these violations.

115. By knowingly participating in the foregoing breaches of fiduciary duty of 29 U.S.C. §§ 1104(a) and 1106(a) by the other Defendants, each of the Defendants is personally liable to disgorge any benefit that it/he/she has received which is traceable to such breaches or may be ordered to rescind any benefit which it/he/she received by virtue of Defendants' failure to have the Plan comply with ERISA (if that is in the best interest of the Plan).

WHEREFORE, Plaintiff requests entry of judgment against Defendants and an award of relief as follows:

(a) Class certification under Rule 23 of the Federal Rules of Civil Procedure;

(b) Reformation of the Plan to comply with ERISA, including its provisions governing vesting, funding, and accrual of benefits and the provision of benefits in the form of a qualified joint and survivor annuity;

(c) Requiring the adoption of an instrument governing the Plan that complies with ERISA;

(d) Requiring the Establishment of a Trust to hold the assets of the Plan in compliance with ERISA;

(e) Requiring Defendants, and each of them, to make the Plan whole for any losses caused to the Plan by the failure of Defendants (and their predecessors) to disgorge any profits they made by failing to enforce the Plan's provisions regarding the time and form of distribution of benefits, and their seeking to reduce the size of the Plan's liabilities before satisfying all obligations owed to Plaintiff and the Class;

(f) Appointing an Independent Fiduciary or Fiduciaries authorized to hold the Plan's assets in Trust, manage and administer the Plan, enforce the terms of ERISA and the Plan against Defendants, and manage the Plan's assets;

(g) Requiring that Plaintiff and each similarly situated Participant be offered the same opportunity to elect the benefit in the form offered to other Plan participants in 2012 and 2014;

(h) Requiring Defendants to pay attorney's fees and the costs of this action pursuant to 29 U.S.C. § 1132(g)(1), and ordering the payment of reasonable fees and expenses of this action to Plaintiff's counsel pursuant to the common fund theory out of the money recovered for the Plan, the Plaintiff, and/or others similarly situated; and

(i) Ordering such other and further relief as the Court deems proper.

Respectfully submitted, this 20th day of June, 2017.

THE SHARMAN LAW FIRM LLC

/s/ Paul J. Sharman

PAUL J. SHARMAN

Georgia State Bar No. 227207

The Sharman Law Firm LLC

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Alpharetta, GA 30022

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Email: paul@sharman-law.com

Counsel for Plaintiff

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C
R

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Printed in U. S. A.



Power

RETIREMENT PLAN

AS AMENDED AND IN EFFECT JANUARY 1, 1963

THE NATIONAL CASH REGISTER COMPANY

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Normal Annuity Purchasable by Employee Contributions

TABLE II

Table II is used to determine the annuity of a Contributing Employee who terminates his employment with the Company before his 65th birthday and before he has completed at least ten years of accumulative service with the Company. It shows the monthly annuity on the Normal Annuity form, commencing the first of the month next following the Employee's 65th birthday, which is purchasable by the Employee's own contributions. This monthly annuity shall be determined by multiplying the Employee's contributions for each calendar year by the percentage applicable to his age for that year, as shown by the following schedule, and adding the amounts so obtained for each calendar year into a single sum.

If an Optional Early Retirement Date or a Joint and Survivor Annuity is elected the monthly annuity shall be adjusted as provided by the Plan.

This table is applicable to Employee contributions made after April 30, 1948. The annuity purchasable by Employee contributions made before May 1, 1948 shall be as provided by the Group Annuity Contract.

The Employee's age for the purposes of this table shall be taken as the age at nearest birthday at the beginning of each calendar year.

TABLE 1 — SECTION 5

For Female Employee and Female Joint Annuitant

This table shows the percentage of the Normal Annuity payable to the Employee and continuing to her surviving Joint Annuitant when the monthly payment to each is the same.

Age of Female Joint Annuitant	Age of Female Employee									
	55	60	65	66	67	68	69	70		
55	82.5%	76.3%	68.9%	67.3%	65.6%	64.0%	62.3%	60.7%		
56	83.3	77.2	69.9	68.3	66.6	65.0	63.3	61.7		
57	84.1	78.1	70.9	69.3	67.6	66.0	64.3	62.7		
58	84.8	79.0	72.0	70.4	68.7	67.1	65.4	63.8		
59	85.6	79.9	73.0	71.4	69.8	68.2	66.6	65.0		
60	86.3	80.8	74.0	72.4	70.8	69.2	67.6	66.0		
61	87.1	81.7	75.0	73.4	71.8	70.3	68.7	67.1		
62	87.8	82.6	76.1	74.5	72.9	71.4	69.8	68.2		
63	88.4	83.5	77.1	75.6	74.0	72.5	70.9	69.4		
64	89.1	84.3	78.1	76.6	75.1	73.5	72.0	70.5		
65	89.8	85.2	79.2	77.7	76.2	74.7	73.2	71.7		
66	90.4	86.0	80.2	78.7	77.3	75.8	74.4	72.9		
67	91.0	86.8	81.2	79.8	78.3	76.9	75.4	74.0		
68	91.6	87.6	82.2	80.8	79.4	78.0	76.6	75.2		
69	92.1	88.3	83.1	81.8	80.4	79.1	77.7	76.4		
70	92.7	89.1	84.1	82.8	81.5	80.1	78.8	77.5		

TABLE I — SECTION 4

For Female Employee and Male Joint Annuitant

This table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is one-half of the payment to the Employee.

Age of Male Joint Annuitant	Age of Female Employee									
	55	60	65	66	67	68	69	70		
55	92.7%	89.4%	85.1%	84.0%	82.9%	81.7%	80.6%	79.5%		
56	93.1	90.0	85.7	84.6	83.5	82.5	81.4	80.3		
57	93.5	90.5	86.4	85.3	84.3	83.2	82.2	81.1		
58	93.9	91.0	87.1	86.1	85.0	84.0	82.9	81.9		
59	94.2	91.5	87.7	86.7	85.7	84.7	83.7	82.7		
60	94.6	92.0	88.4	87.4	86.4	85.5	84.5	83.5		
61	95.0	92.5	89.0	88.1	87.1	86.2	85.2	84.3		
62	95.3	92.9	89.6	88.7	87.8	86.9	86.0	85.1		
63	95.6	93.4	90.2	89.3	88.4	87.6	86.7	85.8		
64	95.9	93.8	90.8	90.0	89.1	88.3	87.4	86.6		
65	96.2	94.2	91.3	90.5	89.7	88.9	88.1	87.3		
66	96.5	94.6	91.9	91.1	90.3	89.6	88.8	88.0		
67	96.7	95.0	92.4	91.7	90.9	90.2	89.4	88.7		
68	97.0	95.3	92.9	92.2	91.5	90.8	90.1	89.4		
69	97.2	95.7	93.4	92.7	92.1	91.4	90.8	90.1		
70	97.4	96.0	93.9	93.3	92.6	92.0	91.3	90.7		

The National Cash Register Company

TO NCR EMPLOYEES:

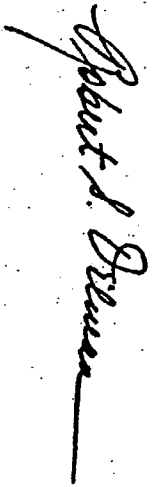
The NCR Retirement Plan offers two forms of assured income to employees after retirement. One is called the Contributory Annuity, the other the Non-Contributory Annuity. Both are described in this booklet.

The Non-Contributory Annuity is paid for entirely by the Company. Together with social security, the Non-Contributory Annuity provides a reasonable retirement income based solely upon credited service. The Contributory Annuity is paid for by both the employee and the Company. The Contributory Annuity may under many circumstances provide a larger pension.

Funds contributed by the employees are held by The Equitable Life Assurance Society of the United States. Funds contributed by the Company are held by The Equitable and by The First National City Bank of New York. All of these funds are held in trust for the exclusive benefit of employees.

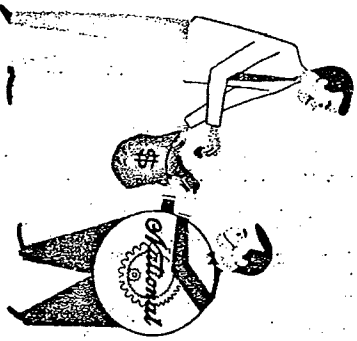
This booklet covers details of the Contributory and Non-Contributory Annuities as now in effect. I am sure it will well repay a careful reading.

Sincerely,



Highlights of the Plan

The Plan is for all full-time employees of the Company in the Continental United States and Hawaii. Within this group there are only two classes of employees — contributors to the Plan and non-contributors.



An employee may become a "contributing employee" and receive a contributory annuity provided by Company contributions supplemented by his own contributions.

Or an employee may prefer not to contribute to the Plan, or a contributing employee may withdraw his contributions, and receive only the non-contributory annuity provided by Company contributions.

**TABLE I — Section 3
For Female Employee and Male Joint Annuitant**

This table shows the percentage of the Normal Annuity payable to the Employee and continuing to her surviving Joint Annuitant when the monthly payment to each is the same.

Age of Male Joint Annuitant	Age of Female Employee									
	55	60	65	66	67	68	69	70		
55	86.3%	80.8%	74.0%	72.4%	70.8%	69.2%	67.5%	66.0%		
56	87.1	81.7	75.0	73.4	71.8	70.3	68.7	67.1		
57	87.8	82.6	76.1	74.5	72.9	71.4	69.8	68.2		
58	88.4	83.5	77.1	75.6	74.0	72.5	70.9	69.4		
59	89.1	84.3	78.1	76.6	75.1	73.5	72.0	70.5		
60	89.8	85.2	79.2	77.7	76.2	74.7	73.2	71.7		
61	90.4	86.0	80.2	78.7	77.3	75.8	74.4	72.9		
62	91.0	86.8	81.2	79.8	78.3	76.9	75.4	74.0		
63	91.6	87.6	82.2	80.8	79.4	78.0	76.6	75.2		
64	92.1	88.3	83.1	81.8	80.4	79.1	77.7	76.4		
65	92.7	89.1	84.1	82.8	81.5	80.1	78.8	77.5		
66	93.2	89.8	85.0	83.7	82.4	81.2	79.9	78.6		
67	93.7	90.5	85.9	84.7	83.5	82.2	81.0	79.8		
68	94.1	91.1	86.8	85.6	84.4	83.3	82.1	80.9		
69	94.6	91.7	87.6	86.5	85.4	84.2	83.1	82.0		
70	95.0	92.3	88.4	87.3	86.2	85.2	84.1	83.0		

**TABLE I — Section 2
For Male Employee and Female Joint Annuitant**

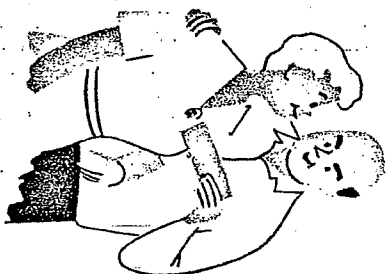
This table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is one-half of the payment to the Employee.

Age of Female Joint Annuitant	Age of Male Employee									
	55	60	65	66	67	68	69	70		
55	86.6%	81.6%	75.5%	74.1%	72.7%	71.2%	69.8%	68.4%		
56	87.1	82.3	76.3	74.9	73.5	72.1	70.7	69.3		
57	87.7	83.0	77.1	75.7	74.3	72.9	71.5	70.1		
58	88.3	83.7	77.9	76.5	75.1	73.8	72.4	71.0		
59	88.9	84.4	78.8	77.4	76.0	74.7	73.3	71.9		
60	89.4	85.1	79.5	78.2	76.8	75.5	74.1	72.8		
61	90.0	85.7	80.3	79.0	77.7	76.3	75.0	73.7		
62	90.5	86.4	81.1	79.8	78.5	77.2	75.9	74.6		
63	91.0	87.1	81.9	80.6	79.3	78.1	76.8	75.5		
64	91.5	87.7	82.7	81.4	80.2	78.9	77.7	76.4		
65	92.0	88.4	83.5	82.3	81.0	79.8	78.5	77.3		
66	92.5	89.0	84.3	83.1	81.9	80.7	79.5	78.3		
67	92.9	89.6	85.1	83.9	82.7	81.6	80.4	79.2		
68	93.4	90.2	85.8	84.7	83.5	82.4	81.2	80.1		
69	93.8	90.8	86.6	85.5	84.4	83.2	82.1	81.0		
70	94.2	91.3	87.3	86.2	85.1	84.1	83.0	81.9		

A contributing employee may elect:

A Normal Annuity

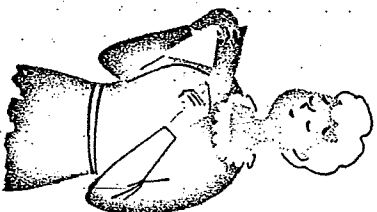
payable monthly for his life



OR

A Joint and Survivor Annuity

payable monthly in reduced amounts for his life and thereafter to a surviving dependent. If these payments do not equal his contributions, plus compounded interest a Minimum Return is paid to his beneficiary.



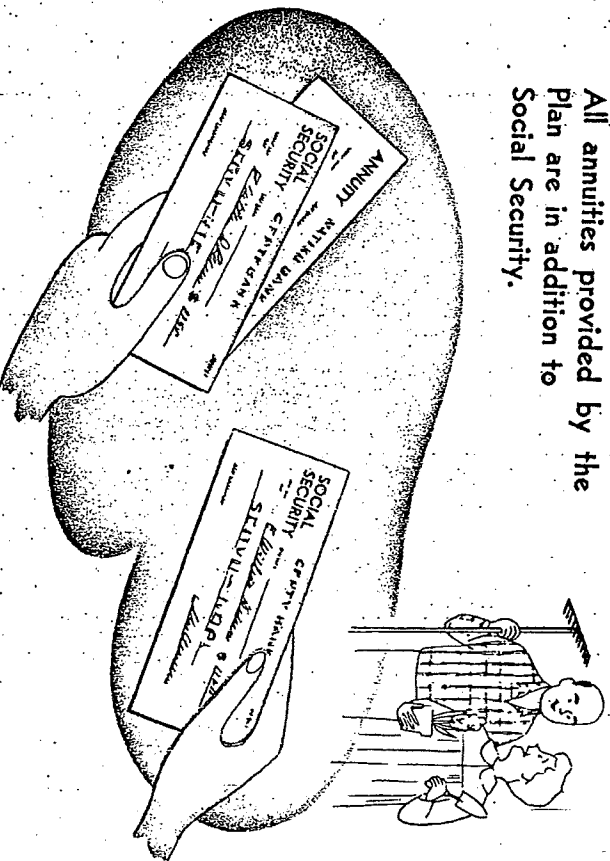
The annuity for a non-contributing employee provides only monthly payments to him for life.

The amount of the non-contributory annuity depends on the length of credited service and whether a non-contributory employee retires before age 65.

Example of a Non-Contributory Annuity

Length of Credited Service	Rate per Year of Credited Service	Monthly Annuity at age 65 or later
25 Years	\$2.80	\$ 70.00
30 Years	\$2.80	\$ 84.00
35 Years	\$2.80	\$ 98.00
40 Years	\$2.80	\$112.00
45 Years	\$2.80	\$126.00

All annuities provided by the Plan are in addition to Social Security.



Joint and Survivor Annuities

TABLE I

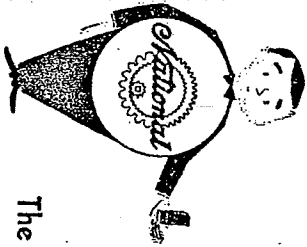
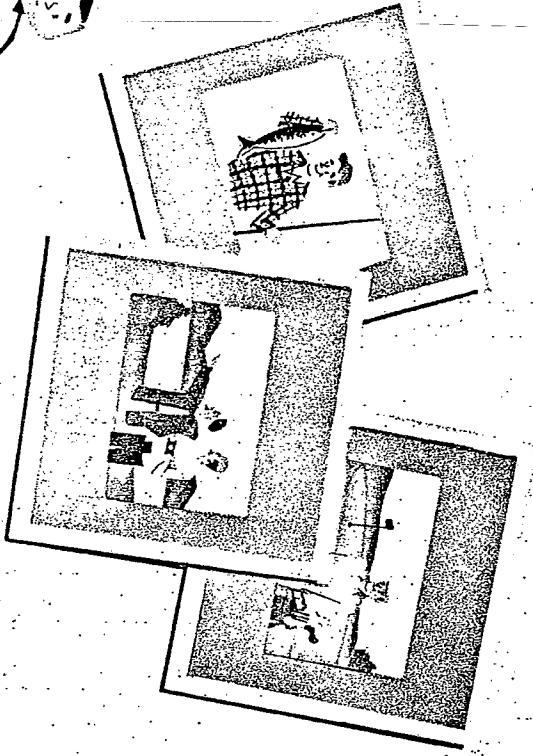
Table I consists of five sections listing the percentages of the Normal Annuity payable on the Joint and Survivor Annuity form under the conditions shown. It is applicable to annuities purchased after April 30, 1948. The percentages applicable to annuities purchased before May 1, 1948 shall be as provided by the Group Annuity Contract.

An Employee may elect to have the payment to a surviving Joint Annuitant be any designated percentage of the payments made to him during his lifetime. An Employee may also elect any person of either sex as Joint Annuitant.

The payments on the Joint and Survivor Annuity form under conditions not shown in this Table shall be supplied on request.

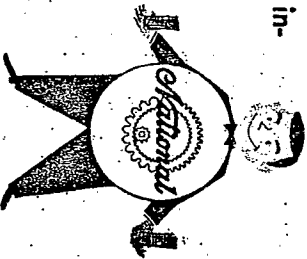
may be at any time after age 55 up to the July 1 or January 1 immediately following the employee's 68th birthday, except that all supervisory employees in the Company's domestic selling force are required to retire as of the July 1 or January 1 immediately following attainment of the age indicated:

Year Born	Age at Compulsory Retirement Date
1895 or before	Age 68
1896	Age 67
1897	Age 66
1898 or later	Age 65



Early retirement reduces the amount of retirement income.

The longer a contributing employee works the greater his annuity becomes.



The non-contributory annuity can also be increased by an employee continuing to work until his mandatory retirement date.

APPENDIX TO THE RETIREMENT PLAN

FOR EMPLOYEES OF

THE NATIONAL CASH REGISTER COMPANY

Employees, who have then attained their 65th birthday but have not retired, the monthly annuities for which they are then eligible under the Plan.

(iii) To provide for Non-Contributing Employees who thereafter attain age 65 the monthly annuities for which they are eligible at age 65 under the Plan.

Third, the balance, if any, of the Pension Fund remaining after the satisfaction of all liabilities for benefits accrued under the Plan shall be returned to the Company.

Right of Company to Terminate Employment

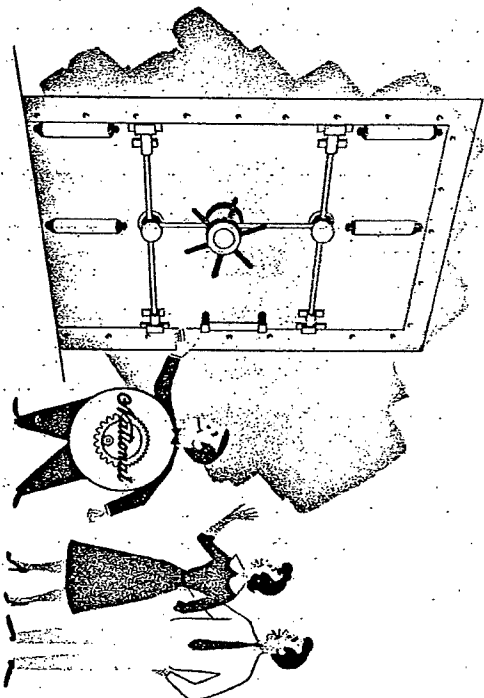
14. Nothing contained in the Plan shall be deemed to give an Employee the right to be retained in the Company's employment, or to interfere with the Company's right to terminate the employment of, or to retire, any Employee at any time.

**Limitation of Contributory Annuity
If the Plan Is Terminated**

15. The limitations on annuity benefits provided by Article 22 of Group Annuity Contract No. AC 841 for the twenty-five employees listed in Schedule X thereof shall continue in effect until May 1, 1958, or during such longer period as may apply as a result of certain types of modifications or suspension of the Plan. The twenty-five employees so limited have been individually notified.

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Annuity and other payments are from funds built up by employee and Company contributions, plus accumulated income. Employee contributions are held by The Equitable Life Assurance Society of the United States. Company contributions are held partly by Equitable and partly by The First National City Bank of New York in trust for the benefit of employees. Pension payments will be made by Equitable.



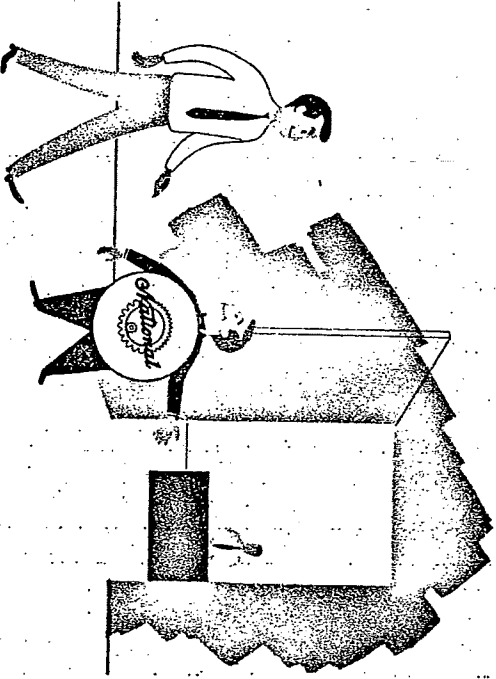
A contributing employee who leaves the Company before retirement will receive at an elected later retirement date the annuity purchased with his own contributions if he has less than 10 years of accumulative service, and the annuity purchased with both his and the Company's contributions if he has 10 years or more of accumulative service.

A contributing employee may elect to withdraw his contributions, plus compounded interest, at any time before retirement and receive a non-contributory annuity if he qualifies.

A contributing employee must have 5 or more years of accumulative service and be at least 30 years old.

To become a contributing employee

read the full text of the Plan which is included in this booklet, then fill out and sign the application. Whether you are a contributing employee or a non-contributing employee complete information about the Plan may be obtained now, when you are considering retirement or at any other time from the Industrial Relations Department at Dayton, your foreman, department head, supervisor or branch manager.



may be added to any payments due under the Plan, or shall be otherwise corrected.

Amendment, Suspension or Discontinuance

12. The Company reserves all rights at any time or from time to time to amend, suspend or discontinue the Plan, in whole or in part, including the right to make any amendment to a contract with the Insurance Company, or to a trust agreement with the Trustee and the right to amend any rules adopted by the Company for the administration of the Plan. No retroactive amendment shall be made unless required to qualify or retain the qualification of the Plan under the Internal Revenue Code or any other law.

13. If the Company should discontinue contributions for the purpose of terminating the Plan, the following provisions shall apply:

(a) No annuity of a then Contributing Employee purchased or purchasable by Company contributions shall be cancelled thereafter unless the annuity of a Non-Contributing Employee shall be elected.

(b) The portion of the Pension Fund represented by the contributions of Contributing Employees plus Allowable Compound Interest which has not been used to purchase annuities from the Insurance Company shall be held in a Pension Purchase Fund with an Insurance Company to provide for future withdrawals or for the benefits attributable to such contributions.

(c) The remainder of the Pension Fund which has not been used to purchase annuities from the Insurance Company shall be held in a Pension Purchase Fund with an Insurance Company or in a Trust Fund with a Trustee to be used in the following order:

First, to purchase proportionately for Contributing Employees the part of the annuities attributable to Company contributions for which they are eligible under the Plan.

Second, the portion of the Pension Fund attributable to contributions of the Company for Non-Contributing Employees which has not been used to purchase annuities from the Insurance Company shall be segregated and such segregated portion shall be used in the following order:

(i) To provide proportionately for retired Non-Contributing Employees the monthly annuities for which they are then eligible under the Plan if they have not otherwise been provided.

(ii) To provide proportionately for Non-Contributing

pany may for any reason suspend or reduce its contributions to the Plan. The obligations of the Company under the Plan shall be limited to the extent of the Pension Fund at any time.

6. An insurance contract or trust agreement may contain any terms or provisions satisfactory to the Company and the Insurance Company or Trustee, as the case may be. Such contracts or agreements shall be available for inspection at the home office of the Company.

Payment Provisions

7. The monthly annuity provided for a Contributing Employee shall be purchased from the Insurance Company when he retires. The monthly annuity provided for a Non-Contributing Employee may be purchased from the Insurance Company when he retires or may be otherwise provided by the Company. Any annuity purchased from the Insurance Company shall provide for direct payments by the Insurance Company to the retired Employee, and shall be evidenced by an individual certificate setting forth the amount and terms of payment of the annuity.

8. An Employee, Beneficiary, or Joint Annuitant hereunder shall have no right to assign, transfer, hypothecate, encumber, commute or anticipate his interest in any payments under this Plan, and such payments shall not in any way be subject to any legal procedure to levy upon or attach the same for payment for any claim against any Employee, Beneficiary, or Joint Annuitant, unless these restrictions may be contrary to the laws of any state having jurisdiction in the premises.

9. If any annuity is payable in an amount of less than \$10 a month, payment may be made at such intervals as will make the payments amount to at least \$10 each, or, if less than \$3.34 a month is involved, a single cash payment shall be made to the Employee in lieu of the annuity. If the election of an Optional Early Retirement Date or a Joint and Survivor Annuity would result in monthly payments to any person of less than \$3.34 each, such election shall not become operative except upon the specific consent in writing of the Company.

10. If a payee entitled to receive payments under the Plan is incompetent to receive such payments and to give a valid release therefor, and if no guardian, committee, or other representative of the estate of such payee shall have been duly appointed, such payments may be made to the person or institution maintaining or having custody of such payee, and any such payment shall be in complete discharge of any and all liability under the Plan for such payment.

11. In case of misstatement or error, there shall be no liability for any greater payment than that which would be payable on the basis of the true facts. Overpayments may be deducted from and underpayments

COMPLETE TEXT



**RETIREMENT
PLAN**



**THE NATIONAL
CASH REGISTER COMPANY**

**THE RETIREMENT PLAN FOR EMPLOYEES OF
THE NATIONAL CASH REGISTER COMPANY**
(As amended and in effect January 1, 1963)

Introduction

The Retirement Plan of The National Cash Register Company as amended and in effect on January 1, 1963 is set forth in this Introduction, the following three parts and the tables in the Appendix:

PART I PROVISIONS FOR CONTRIBUTING EMPLOYEES

PART II PROVISIONS FOR NON-CONTRIBUTING EMPLOYEES

PART III GENERAL AND ADMINISTRATIVE PROVISIONS

Words used herein shall have the following meanings unless a different meaning is plainly required by the context:

"Group Annuity Contract" means the Group Annuity Contract or Contracts, applicable to the Employee, providing for benefits under the Retirement Plan for Employees of The National Cash Register Company, as in effect prior to October 1, 1954, including specifically Group Annuity Contract No. AC 841, as amended (which as of May 1, 1948 replaced Group Annuity Contracts Nos. AC 285 and AC 435), issued by The Equitable Life Assurance Society of the United States.

"Plan" means The Retirement Plan for Employees of The National Cash Register Company, including the provisions for benefits under the Group Annuity Contract.

"Company" means The National Cash Register Company, a Maryland corporation.

"Employee" means a full-time employee of the Company employed in the continental United States or Hawaii, and United States citizens formerly employed by the Company who, at the request of the Company, are employed by a subsidiary or sales agent of the Company outside the United States, but not participating in a retirement plan of such subsidiary or sales agent.

"Insurance Company" means The Equitable Life Assurance Society of the United States, or any other insurance company selected by the Company to provide any part of the benefits of the Plan.

"Allowable Compound Interest" means (a) with respect to Employees' contributions under the Group Annuity Contract, the amount of Allowable Compound Interest provided therein; and (b) with respect to Employees' contributions made under the Plan after September 30, 1954, interest compounded annually at the rate of 2% per annum or

**PART III
GENERAL AND ADMINISTRATIVE PROVISIONS**

Administration

1. The Plan shall be administered by the Company. The Company shall from time to time establish rules and provide forms for the administration of the Plan. Forms and notices which are required to be filed by Employees shall be filed with the Company before retirement, and thereafter with the Company or at the home office of the Insurance Company. The Company shall keep the records and may adopt the actuarial tables required under the Plan. The Company shall have the exclusive right to interpret the Plan and to decide any matters arising thereunder in the administration and operation of the Plan.

Pension Fund

2. The benefits provided by the Plan shall be discharged from moneys contributed in the past by the Company and the Contributing Employees under the Group Annuity Contract, and moneys contributed hereafter by the Company and Contributing Employees under the Plan. All such moneys shall collectively be known as the "Pension Fund".

3. At no time prior to the satisfaction of all liabilities under the Plan to Employees, Joint Annuitants and Beneficiaries, shall any part of the corpus or income of the Pension Fund be used for or diverted to any other purpose than for their exclusive benefits.

4. Past and future contributions by the Contributing Employees, and past and future contributions by the Company for the Contributing and Non-Contributing Employees shall be held as follows:

(a) Any annuities in force under the Group Annuity Contract for the Contributing Employees shall continue to be held under the Group Annuity Contract by the Insurance Company.

(b) Future contributions of the Contributing Employees shall be held in a Purchase Payment Fund with the Insurance Company.

(c) Future contributions of the Company shall be held in whole or in part in the Purchase Payment Fund with the Insurance Company or in a Trust Fund with a Trustee.

5. The amounts of contributions by the Company to the Pension Fund shall be as determined by it from time to time after considering the advice of an independent actuary appointed by the Company. It is the intention of the Company to contribute such amounts as shall pay the cost of the Contributory Annuity in excess of the portion thereof attributable to the contributions by the Contributing Employees and as shall pay the entire cost of the Non-Contributory Annuity. The Com-

ing any of the foregoing, the amount of the annuity prior to the first of the month preceding the Non-Contributing Employee's 65th birthday provided by Paragraph 8, shall be reduced by one-half if the employee is eligible to receive total and permanent disability benefits under the Federal Old-Age, Survivors and Disability Insurance System.

Credited Service

10. Credited Service shall be the period of full-time employment by the Company which is continuous up to retirement date, except as follows:

- (a) Absence for sickness or disability shall not break continuous service and the period absent shall be included in Credited Service up to three months.
- (b) Absence on authorized leave of absence shall not break continuous service and the period absent shall be included in Credited Service.
- (c) Absence for service in the Armed Forces of the United States shall not break continuous service if the Employee returns to work within 90 days of the first opportunity to do so, and the period absent shall be included in Credited Service.
- (d) Absence prior to January 1, 1938 by an Employee on the payroll as of January 1, 1938 shall not break continuous service, but the period absent shall not be included in Credited Service.
- (e) Absence for reduction in force on and after April 29, 1954 not exceeding two years shall not break continuous service, but the period absent shall not be included in Credited Service.
- (f) Absence for reduction in force prior to April 29, 1954 not exceeding one year, or any longer period permitted for specific reductions in force by agreement between the Company and Employees, shall not break continuous service, but the period absent shall not be included in Credited Service.
- (g) Absence for other reasons by an Employee after he attains age 40 and has 10 or more years of Credited Service shall not break continuous service, but the period absent shall not be included in Credited Service.

Form of Non-Contributory Annuity

11. The annuity for a Non-Contributing Employee shall be a Life Annuity which provides equal monthly payments to him commencing at his retirement date and continuing during his lifetime. The annuity shall terminate with the last monthly payment preceding the Non-Contributing Employee's death.

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such other rate as may be established prospectively from time to time by the Company. Such interest shall be allowed from the December 31 coinciding with the end of the respective calendar years in which the contributions were made up to the date of withdrawal of the contribution, the date of the Contributing Employee's death, or the commencement of annuity payments. However, in the case of the death of an Employee who was included under the Group Annuity Contract, the Allowable Compound Interest for a period after his 65th birthday shall be adjusted so that the Minimum Return shall be as provided by the Group Annuity Contract.

Masculine pronouns when used throughout the Plan shall refer to both men and women unless the context indicates otherwise. The titles of the parts and the headings of sections or paragraphs are used for convenience of reference and in case of conflict, the text of the Plan, rather than such titles or headings shall control.

PART I

PROVISIONS FOR CONTRIBUTING EMPLOYEES

Eligible Employees

- 1. A "Contributing Employee" is an Employee who has contributions in the Pension Fund which he made under either the Group Annuity Contract or the Plan while employed by the Company.
- 2. An Employee who was contributing to the Group Annuity Contract as of September 30, 1954 may cease his contributions under the Group Annuity Contract and elect to commence contributions to the Plan as of October 1, 1954.
- 3. An eligible Employee who did not elect to commence contributions to the Plan as of October 1, 1954 may elect with the consent of the Company to so commence as of the first of any month thereafter.
- 4. An Employee who completes five years of service (continuous or non-continuous) may elect to commence contributions to the Plan on the first of any month following his 30th birthday and before his 65th birthday.
- 5. An Employee who withdraws his contributions from the Plan may elect to resume contributions to the Plan as of the first of any month following six months after the date of the withdrawal and before his 65th birthday.
- 6. An Employee who elects to commence contributions to the Plan after October 1, 1954 shall evidence such election by his signature on the required form.

Contributions

7. After January 1, 1963 a Contributing Employee shall contribute at the annual rate of 3% of his first \$4,800 of annual base rate of earnings, excluding overtime pay, commissions, bonuses and other extra compensation, and 6% of such earnings in excess of \$4,800 up to \$50,000. If the amount of wages subject to Social Security tax is changed from \$4,800 in a calendar year a corresponding adjustment shall be made in the amounts of annual base rate of earnings subject to the 3% and 6% rates of contribution under this Plan.

8. A Contributing Employee who was included in the Plan prior to January 1, 1955 shall continue until January 1, 1955 to make the same monthly contributions as he would have under the Group Annuity Contract.

9. The annual base rate of earnings for an Employee paid by the hour shall be determined by multiplying his base hourly rate as of December 1 each year by 2,080 (the number of normal work-hours in a year).

10. The annual base rate of earnings for an Employee paid by the week shall be determined by multiplying his weekly base rate as of December 1 each year by 52 (the number of normal work-weeks in a year).

11. The annual base rate of earnings for an Employee paid by the month shall be determined by multiplying his base monthly rate as of December 1 each year by 12 (the number of normal work-months in a year).

12. The annual base rate of earnings for pieceworkers shall be the average hourly rate multiplied by 2,080. The Company shall determine this "average hourly rate" each December 1. This shall be done by computing the average hourly rate for the preceding September, October and November, not counting overtime and extra compensation.

13. A Contributing Employee's rate of contributions, having once been determined as of December 1, shall continue unchanged for the succeeding calendar year regardless of changes in his annual base rate of earnings during such year.

14. A Contributing Employee may, but shall not be required, to contribute when he is not receiving earnings during an authorized leave of absence up to six months or during sickness up to six months. Neither the Company nor the Contributing Employee shall make any contribution during the period while the Contributing Employee is receiving benefits provided for total and permanent disability under the Group Benefits Plan.

15. If a Contributing Employee's net earnings for any pay period are less than \$10 after making all other authorized or required deduc-

his 65th birthday shall be \$2.80 per month for each full year of Credited Service (including proportionate credit for each full month of any fractional part of a year) or if greater, any Employer annuities purchased for the Non-Contributing Employee prior to May 1, 1948, which have vested under Group Annuity Contract No. AC 285.

7. If a Non-Contributing Employee elects to retire at an Optional Early Retirement Date, the monthly annuity provided under Paragraph 6, above shall be reduced as follows:

Age of Non-Contributing Employee at Optional Early Retirement Date	Percentage of Monthly Payment For Credited Service up to Which Shall be Paid Commencing at Optional Early Retirement Date	
	Optional Early Retirement Date	Optional Early Retirement Date
64	91%	
63	83%	
62	76%	
61	69%	
60	64%	
59	59%	
58	55%	
57	51%	
56	47%	
55	44%	

An adjustment shall be made by straight line interpolation for ages which are not integral.

If the monthly annuity under Paragraph 6 is the Employer Annuities purchased prior to May 1, 1948 and vested in the Employee, the percentage of the annuity at age 65 which shall be paid commencing at the Optional Early Retirement Date shall be as provided by the Group Annuity Contract.

8. If a Non-Contributing Employee is required by the Company to retire at an Optional Early Retirement Date, the annuity shall be at the rate of twice the amount in Paragraph 6 up to the first of the month preceding his 65th birthday and the same amount thereafter for each full year of his Credited Service at the Optional Early Retirement Date.

9. The monthly annuity provided by Part II of the Plan shall be reduced by the amount of any workmen's compensation or disability benefit receivable for a concurrent period by the Employee under any law, except to the extent such payments are provided by a specific tax, contribution or other payment paid by the Employee. Notwithstanding any of the foregoing, the amount of the annuity prior to the first of the month preceding the Non-Contributing Employee's 65th birthday provided by Paragraph 8, shall be reduced by one-half if the employee is eligible to receive total and permanent disability benefits under the Federal Old-Age, Survivors and Disability Insurance System.

PART II

PROVISIONS FOR NON-CONTRIBUTING EMPLOYEES

Eligible Employees

1. A Non-Contributing Employee is an active or former Employee of the Company who has 10 or more years of Credited Service and who does not qualify for any benefit of the Plan which is based on Employee contributions.

Retirement Dates

2. A Non-Contributing Employee who is in the employment of the Company on or after his 55th birthday may elect to retire or may be retired at the option of the Company as of the first of any month following his 55th birthday. If the retirement date is prior to the first of the month next following the Non-Contributing Employee's 65th birthday it shall be known as the Optional Early Retirement Date.

3. A Non-Contributing Employee who has not retired before the January 1 or July 1 next following his 68th birthday shall be retired by such date unless a later date is specifically approved by the Board of Directors of the Company or is authorized under a retirement policy of the Company in force at such time for a particular group of Employees which includes the Non-Contributing Employee; provided, however, that retirement shall be compulsory for all supervisory employees in the Company's domestic selling force as of the July 1 or January 1 immediately following attainment of the age indicated:

Year Born	Age at Compulsory Retirement Date
1895 or before	68
1896	67
1897	66
1898 or later	65

4. A Non-Contributing Employee whose employment is terminated after his 40th birthday but before his 55th birthday shall, upon application to the Company, be retired under the Plan as of the first of the month next following his 65th birthday, or the month of application if later, with his monthly annuity computed in the same manner as in effect at the time of his termination of employment.

5. A Non-Contributing Employee who is receiving total and permanent disability benefits under the Company's Group Benefits Plan shall be retired as of the first of the month next following his 65th birthday, or at the Optional Early Retirement Date elected by him.

Amount of Non-Contributory Annuity

6. The amount of annuity payable monthly to a Non-Contributing Employee who retires on or after the first of the month next following

from his gross earnings no contribution shall be deducted, but the Contributing Employee may pay to the Company the amount of his contributions for such period.

16. A Contributing Employee shall not contribute to the Plan after the first of the month next following his 65th birthday.

Retirement Dates

17. A Contributing Employee may elect to retire as of the first of any month following his 55th birthday. If the retirement date elected is prior to the first of the month next following the Contributing Employee's 65th birthday, it shall be known as the Optional Early Retirement Date. If the retirement date elected is after the first of the month next following the Contributing Employee's 65th birthday, it shall be known as the Deferred Commencing Date.

18. A Contributing Employee who has not retired before the January 1 or July 1 next following his 68th birthday shall be retired by such date, unless a later date is specifically approved by the Board of Directors of the Company or is authorized under a retirement policy of the Company in force at such time for a particular group of Employees which includes the Contributing Employee; provided, however, that retirement shall be compulsory for all supervisory employees in the Company's domestic selling force as of the July 1 or January 1 immediately following attainment of the age indicated:

Year Born	Age at Compulsory Retirement Date
1895 or before	68
1896	67
1897	66
1898 or later	65

19. A Contributing Employee who is receiving total and permanent disability benefits under the Company's Group Benefits Plan shall be retired as of the first of the month next following his 65th birthday, or at an Optional Early Retirement Date elected by him.

20. The election of an Optional Early Retirement Date and any changes in such date shall be subject to the following conditions and restrictions:

(a) The Optional Early Retirement Date may be elected or changed only on the required form, filed prior to the Optional Early Retirement Date requested.

(b) If a Contributing Employee who shall previously have elected to receive a Joint and Survivor Annuity requests an Optional Early Retirement Date which falls within five years of the date of the request, evidence satisfactory to the Company of the good health of the Contributing Employee at the time of election of such Optional Early Retirement Date shall be required. If such evidence of good health is not furnished, the

Contributing Employee may nevertheless elect to have the annuity payments commence at the Optional Early Retirement Date requested on the following basis: Annuity payments shall be on the Normal Annuity form but, if both the Contributing Employee and the previously designated Joint Annuitant are living on the first of the month next following the Contributing Employee's 65th birthday, annuity payments then and thereafter payable shall be made on the Joint and Survivor Annuity form.

(c) Evidence satisfactory to the Company of the good health of a Contributing Employee at the time of request for an Optional Early Retirement Date shall be required if the Contributing Employee is not employed by the Company unless such request is filed either within 90 days after the termination of the Contributing Employee's employment with the Company or at least five years prior to the Optional Early Retirement Date so requested.

(d) Evidence satisfactory to the Company of the good health of a Contributing Employee, and of a previously designated Joint Annuitant, shall be required at the time of request for any change in the Optional Early Retirement Date unless the request is filed at least five years prior to both the Optional Early Retirement Date previously elected and the requested Optional Early Retirement Date.

21. The election of a Deferred Commencing Date and any changes in such date shall be subject to the following conditions and restrictions:

(a) The election or any change may be made only by a Contributing Employee, while he is employed by the Company.

(b) If a Contributing Employee continues in the Company's employment after the first of the month next following his 65th birthday, the Deferred Commencing Date shall be deemed to be the first of the month coinciding with or next following the occurrence of the earliest of the following events:

(i) The termination of the Contributing Employee's employment with the Company.

(ii) The death of the Contributing Employee, if the Joint and Survivor Annuity shall have been elected and the designated Joint Annuitant is living on such first of the month.

(iii) The expiration of five years after the first of the month next following the Contributing Employee's 65th birthday.

Amount of Contributory Annuity

22. The amount of the annuity payable monthly on the Normal Annuity form to a Contributing Employee who retires on the first of the month next following his 65th birthday shall be the sum of the following:

agreed to by the Insurance Company, the amount and terms of payment to be in accordance with the Insurance Company's rules in effect at the time of election. A Beneficiary may make such an election after the Contributing Employee's death if the Minimum Return is payable in a single sum. After the Contributing Employee's death the Beneficiary may also elect (with the right to revoke or change such election) a successor Beneficiary to receive any amount which, in the absence of such designation, would be payable to the Beneficiary's executors or administrators. Any election, revocation, or request for change shall be filed on the required form.

Withdrawal of Contributions

35. In lieu of any benefits otherwise provided in Part I hereof, except as provided in Paragraph 36, a Contributing Employee may elect to withdraw all but not part of his contributions at any time prior to retirement, provided no election of a Joint and Survivor Annuity is then in effect. Upon receipt of such election there shall be paid to the Contributing Employee the amount of his contributions to the Plan plus Allowable Compound Interest. Such withdrawal benefits may be paid in equal monthly installments and not to exceed twelve in number, plus Allowable Compound Interest on the amount of each installment from the effective date of withdrawal to the due date of the installment.

36. An Employee who joined the Plan before May 1, 1948, under Contract AC 285 and who has at least 10 years of accumulative service, shall receive the annuity purchased by the Company's contributions under Contract AC 285 prior to May 1, 1948, even though his contributions are withdrawn.

Restrictions If Employment Is Terminated

37. If a Contributing Employee's employment with the Company should terminate before his 55th birthday and before he has completed at least ten years of accumulative service with the Company, he shall receive only the portion of the Contributory Annuity purchasable by his own contributions. Such an annuity shall be determined under Table No. II of the Appendix. However, a Contributing Employee who shall have completed ten years of accumulative service with the Company shall be entitled to the Contributory Annuity purchasable by both his and the Company's contributions.

Continuation of Elections and Designations and Changes

38. All elections and designations which were in effect under the Group Annuity Contract shall continue in effect under the Plan until changed by the Employee in accordance with the Plan. Any such change when made under the Plan shall also be applicable to the Group Annuity Contract.

tion of his lifetime retirement annuity to an actuarially equivalent Optional Temporary Annuity, which shall provide for monthly payments commencing at the Contributing Employee's retirement date and terminating with the monthly payment next preceding his 62nd birthday or the date of his death, whichever shall first occur. Any payments made under the Optional Temporary Annuity form shall be included in the sum of annuity payments which enters into the determination of the Minimum Return. An election of the Optional Temporary Annuity may be made on the required form. If the election is made after termination of employment with the Company, satisfactory evidence of the Employee's good health at the date of the request shall be required unless the request is filed either within ninety days after termination of employment or more than five years prior to the Employee's retirement date.

Minimum Return

31. The Minimum Return of a Contributing Employee shall be an amount equal to his total contributions to the Plan plus Allowable Compound Interest, less the sum of all the annuity payments with respect to the Contributing Employee which shall have become due prior to his death where the Normal Annuity form is applicable, or prior to the death of the survivor of the Employee and his Joint Annuitant where the Joint and Survivor Annuity form is applicable. Upon receipt of due proof of the death of the Employee or his Joint Annuitant, as the case may be, the amount of such Minimum Return shall be paid in a single sum to the beneficiary authorized to receive such payment.

Beneficiary

32. A Contributing Employee may designate by written notice (with the right to change such designation from time to time) a Beneficiary to receive the Minimum Return. If there is no Beneficiary designated and surviving at the death of the Contributing Employee or his Joint Annuitant, as the case may be, payment of such sum shall be made to the first surviving class of the following classes of successive preference beneficiaries: The Contributing Employee's (i) widow or widower; (ii) surviving children; (iii) surviving parents; (iv) surviving brothers and sisters; or (v) executors or administrators.

33. In the absence of the appointment of a legal guardian, any amounts payable to a minor may be paid at a rate not exceeding \$50 a month to such adult or adults as have in the opinion of the Insurance Company assumed the custody and principal support of such minor.

Optional Modes of Settlement

34. A Contributing Employee may elect (with the right to revoke or to change such election) to have the whole or any part of the Minimum Return paid in installments or in any other manner that may be

employee's contributions to the Plan after September 30, 1954.
 (b) The monthly annuity, if any, purchased for the Contributing Employee under the Group Annuity Contract, and the remaining part of the supplemental annuity, if any, which the Company may purchase after September 30, 1954 to provide the total supplemental annuity for which the Contributing Employee was eligible under the provisions of the Group Annuity Contract.
 23. If the Contributing Employee retires at an Optional Early Retirement Date, the monthly annuity provided under Paragraph 22, above, shall be reduced as follows:

(a) Annuities Purchased After September 30, 1954

Age at Optional Early Retirement Date	Percentage of Monthly Annuity at Age 65 Which Shall Be Paid Commencing at the Optional Early Retirement Date
64	92%
63	85%
62	78%
61	73%
60	68%
59	63%
58	60%
57	56%
56	53%
55	50%

An adjustment shall be made by straight line interpolation for ages which are not integral.
 (b) Annuities Purchased Before October 1, 1954
 The percentage of monthly annuity at age 65 which shall be paid commencing at the Optional Early Retirement Date shall be as provided by the Group Annuity Contract.

24. If the Contributing Employee retires at a Deferred Commencing Date the monthly annuity provided under Paragraph 22, above, shall be increased as follows:

Age at Deferred Commencing Date	Percentage of Monthly Annuity at Age 65 Which Shall Be Paid at Deferred Commencing Date
66	108%
67	117%
68	126%
69	136%
70	146%

An adjustment shall be made by straight line interpolation for ages which are not integral.

25. If the monthly annuity payments are made on the Joint and Survivor Annuity form, the amount of the monthly payments thereunder shall be equal to a percentage of the amount of the monthly payments that would otherwise have been payable on the Normal Annuity form at the Contributing Employee's retirement date. Such percentage shall be determined in accordance with Table I for annuities purchased after April 30, 1948 and as provided by the Group Annuity Contract for annuities purchased before May 1, 1948.

26. The monthly annuity for a Contributing Employee who contributed prior to May 1, 1948 under either Group Annuity Contract No. AC 285 or Group Annuity Contract No. AC 435 shall not be less than it would have been if those contracts had continued unchanged.

Normal Annuity Form

27. Unless either a Joint and Survivor Annuity or an Optional Temporary Annuity is elected, the monthly annuity for a Contributing Employee shall be a modified cash refund annuity which provides equal monthly payments to him commencing at his retirement date and continuing during his lifetime. The annuity shall terminate with the last monthly payment preceding his death, but if at such death the sum of all the monthly payments which shall have become due shall be less than the Minimum Return provided in such case then such Minimum Return shall be paid as provided in Paragraph 31.

Joint and Survivor Annuity Form

28. The Joint and Survivor Annuity form shall be a cash refund annuity which provides reduced monthly payments to a Contributing Employee commencing at his retirement date and continuing payments after his death to the Joint Annuitant designated by him, provided the Joint Annuitant survives him. The annuity shall terminate with the last monthly payment preceding the second death, but if at such death the sum of all monthly payments is less than the Minimum Return provided in such case, then such Minimum Return shall be paid as provided in Paragraph 31.

29. Subject to the following conditions and restrictions, a Contributing Employee may elect the Joint and Survivor Annuity form in lieu of the Normal Annuity form:

- (a) The election may be made only on the required form filed before the first of the month next following the Contributing Employee's 65th birthday or before his elected Optional Early Retirement Date. The Contributing Employee shall designate on such form the Joint Annuitant and the percentage of the

monthly payments to the Contributing Employee to be continued to the Joint Annuitant. The designation of any person as Joint Annuitant shall not constitute such person a beneficiary with respect to the Minimum Return. Proof of the age of the designated Joint Annuitant satisfactory to the Company shall be furnished within ninety days from the date of filing the request for the Joint and Survivor Annuity.

(b) Evidence satisfactory to the Company of the Contributing Employee's good health shall be required unless the request for the Joint and Survivor Annuity is filed at least five years prior to the first of the month next following his 65th birthday, or at least five years before his elected Optional Early Retirement Date.

(c) Neither the form of the annuity, the designated Joint Annuitant nor the amount payable to the Joint Annuitant may be changed without the written consent of the Company, unless the request for such change is filed at least five years before the first of the month next following the Contributing Employee's 65th birthday or at least five years before his elected Optional Early Retirement Date. The consent of the designated Joint Annuitant shall not be required for such changes.

(d) If the designated Joint Annuitant should die before the first of the month next following the Contributing Employee's 65th birthday, or before his elected Optional Early Retirement Date, payments to the Contributing Employee shall be made on the Normal Annuity form instead of the Joint and Survivor Annuity form. If the designated Joint Annuitant should die after the Contributing Employee's retirement, or on or after the first of the month next following the Contributing Employee's 65th birthday even though he has not then retired, payments to him shall be made on the Joint and Survivor Annuity form.

(e) If the Contributing Employee should die before the first of the month next following his 65th birthday, or before his elected Optional Early Retirement Date, the Joint Annuitant shall not be entitled to receive any annuity payments. If the Contributing Employee should die after his retirement, or on or after the first of the month next following his 65th birthday even though he has not then retired, payments to the Joint Annuitant shall be made on the Joint and Survivor Annuity form.

Optional Temporary Annuity Form

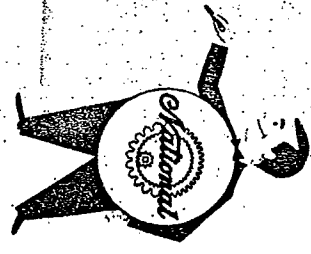
30. Upon retirement at an Optional Early Retirement Date, a Contributing Employee may elect with the Company's consent to con-

The basic monthly annuity payment is now equal to 1/36th of an employee's contributions, increased or decreased depending on whether retirement is after or before age 65.

Example of a Contributory Annuity

Total Contributions Made By Contributing Employee Divide By Monthly Annuity

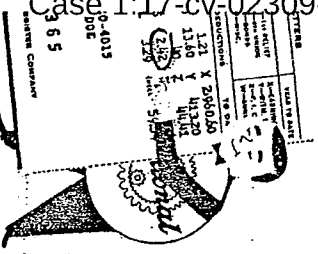
$$\$7,200 \div 36 = \$200$$



A contributing employee will contribute at the following percentage of his base rate of earnings:

- 3% of the first \$4,800
- 6% of the excess over \$4,800

Example of Employee Contributions



Annual Base Rate of Earnings	Annual Employee Contribution
\$4,800	\$144
\$6,000	\$216
\$6,600	\$252
\$7,200	\$288

When the base rate of earnings of a contributing employee increases, his contributions increase, and this in turn increases his annuity.

TABLE I — Section 1
For Male Employee and Female Joint Annuitant

This table shows the percentage of the Normal Annuity payable to the Employee and continuing to his surviving Joint Annuitant when the monthly payment to each is the same.

Age of Female Joint Annuitant	Age of Male Employee									
	55	60	65	66	67	68	69	70		
55	76.3%	68.9%	60.7%	59.0%	57.2%	55.5%	53.7%	52.0%		
56	77.2	69.9	61.7	60.0	58.2	56.5	54.7	53.0		
57	78.1	70.9	62.7	61.0	59.2	57.5	55.7	54.0		
58	79.0	72.0	63.8	62.0	60.3	58.5	56.8	55.0		
59	79.9	73.0	65.0	63.2	61.4	59.7	57.9	56.1		
60	80.8	74.0	66.0	64.2	62.5	60.7	59.0	57.2		
61	81.7	75.0	67.1	65.3	63.6	61.8	60.1	58.3		
62	82.6	76.1	68.2	66.5	64.7	63.0	61.2	59.5		
63	83.5	77.1	69.4	67.6	65.9	64.1	62.4	60.6		
64	84.3	78.1	70.5	68.8	67.0	65.3	63.5	61.8		
65	85.2	79.2	71.7	70.0	68.2	66.5	64.7	63.0		
66	86.0	80.2	72.9	71.2	69.5	67.7	66.0	64.3		
67	86.8	81.2	74.0	72.3	70.6	68.9	67.2	65.5		
68	87.6	82.2	75.2	73.5	71.8	70.2	68.5	66.8		
69	88.3	83.1	76.4	74.7	73.1	71.4	69.8	68.1		
70	89.1	84.1	77.5	75.9	74.3	72.6	71.0	69.4		

TABLE II

Age of Employee When the Contributions Were Made	Applicable Percentage		Age of Employee When the Contributions Were Made	Applicable Percentage	
	Male Employee	Female Employee		Male Employee	Female Employee
30	.010500	.009416	48	.006666	.006083
31	.010250	.009259	49	.006500	.005916
32	.010000	.009000	50	.006333	.005843
33	.009750	.008750	51	.006166	.005666
34	.009500	.008583	52	.006083	.005500
35	.009250	.008333	53	.005916	.005416
36	.009083	.008166	54	.005750	.005250
37	.008833	.008000	55	.005666	.005166
38	.008583	.007750	56	.005500	.005000
39	.008416	.007583	57	.005416	.004916
40	.008166	.007416	58	.005250	.004833
41	.008000	.007250	59	.005166	.004666
42	.007750	.007083	60	.005000	.004583
43	.007583	.006916	61	.004916	.004500
44	.007416	.006750	62	.004833	.004416
45	.007166	.006583	63	.004666	.004333
46	.007000	.006416	64	.004583	.004166
47	.006833	.006250			

The full text of the Retirement Plan for Employees of The National Cash Register Company begins on page 11 of this booklet. It sets forth in complete detail the provisions of the Plan.

In the first section of this booklet appear Highlights of the Plan which give a quick answer to some of the basic points. However, the full text governs in all cases.

THE RETIREMENT PLAN FOR MANAGEMENT EMPLOYEES
OF THE NATIONAL CASH REGISTER COMPANY
(AS AMENDED AND IN EFFECT JANUARY 1, 1969)

INTRODUCTION

1. Historical.

Prior to January 1, 1967, The National Cash Register Company maintained the Retirement Plan for Employees of The National Cash Register Company (hereinafter referred to as the "Original Plan"). The Original Plan was applicable to all full-time employees of the Company employed in the United States and to certain former employees who were citizens of the United States and employed by a subsidiary or a sales agent of the Company outside of the United States.

Effective January 1, 1967, certain amendments were made in the Original Plan as it applied to employees in the Domestic Marketing Division Branch Offices of The National Cash Register Company and employees included in the definition of "Marketing Field Employees". The Original Plan as applicable to other participating employees was continued without change until January 1, 1969.

As a result of collective bargaining negotiations, it became necessary to further amend the Original Plan, effective January 1, 1969, to separate the Plan into two plans: the Retirement Plan for Management Employees and the Retirement Plan for Non-Management Employees. The Retirement Plan for Management Employees is set forth in this Introduction and in Parts I, II and III and the Tables and Appendix hereto.

Coincidental with the amendments, effective January 1, 1969, the Retirement Plan for Exempt Employees of the Los Angeles Business Forms and Supply Division of The National Cash Register Company was merged into and became a part of the Retirement Plan for Management Employees. Accordingly, effective January 1, 1969, the monthly pension payable to management employees of that Division will be payable in accordance with the terms and conditions of the Retirement Plan for Management Employees.

2. Definitions

Words used herein shall have the following meanings unless a different meaning is plainly required by the context:

(a) "Group Annuity Contract" means the Group Annuity Contract or Contracts, applicable to the employee, providing for benefits under the Original Plan, as in effect prior to October 1, 1954, including specifically Group Annuity Contract No. AC 341, as amended (which as of May 1, 1948, replaced Group Annuity Contracts Nos. AC 235 and AC 435), issued by The Equitable Life Assurance Society of the United States.

(b) "Plan" means the Retirement Plan for Management Employees of The National Cash Register Company, including the provisions for benefits under the Original Plan and the Group Annuity Contract.

(c) "Company" means The National Cash Register Company, a Maryland corporation.

(d) "Employee" means a full-time employee of the Company in the United States:

(i) who is either (A) an executive, administrative, professional or confidential employee, or (B) a citizen of the United States employed as a full-time employee by a foreign subsidiary of the Company, as to which subsidiary an agreement entered into by the Company under Par. 3121(1) of the Internal Revenue Code is in effect and as to whom no contributions under a funded plan of deferred compensation are being provided by any other person with respect to the remuneration paid to such individual by the foreign subsidiary; and

(ii) who is not participating in any other retirement plan established by the Company or to which the Company makes contributions on his behalf,

provided, however, that the term shall not include an employee in a collective bargaining unit represented by a labor union unless there is in existence an agreement making the Plan available to eligible employees in such unit.

(e) "Full-time employee" means an employee whose customary employment with the Company is for more than 20 hours in any one week and for more than 5 months in any calendar year.

(f) "Insurance Company" means The Equitable Life Assurance Society of the United States, or any other insurance company selected by the Company to provide any part of the benefits or the Plan.

(g) "Allowable Compound Interest" means (i) with respect to employees' contributions under the Group Annuity Contract, the amount of Allowable Compound Interest provided therein; and (ii) with respect to employees' contributions made under the Plan after September 30, 1954, interest compounded annually at the rate of 2% per annum or such other rate as may be established prospectively from time to time by the Company. Such interest shall be allowed from the December 31 coinciding with the end of the respective calendar years in which the contributions were made up to the date of withdrawal of the contributions, the date of the contributing employee's death, or the commencement of annuity payments. However, in the case of the death of an employee who was included under the Group Annuity Contract, the Allowable Compound Interest for a period after his 65th birthday shall be adjusted so that the Minimum Return shall be as provided by the Group Annuity Contract.

(h) Masculine pronouns when used throughout the Plan shall refer to both men and women unless the context indicates otherwise.

(i) The titles of the parts and the headings of sections or paragraphs are used for convenience of reference and in case of conflict, the text of the Plan, rather than such titles or headings, shall control.

3. Contents

The Retirement Plan, as so amended, is set forth in this Introduction, in the following three Parts, and the Tables in the Appendix:

PART I	PROVISIONS FOR NON-CONTRIBUTING EMPLOYEES
PART II	PROVISIONS FOR CONTRIBUTING EMPLOYEES
PART III	GENERAL AND ADMINISTRATIVE PROVISIONS

PART I

NON-CONTRIBUTORY PENSION PLAN

1. Participation.

(a) This Part shall include all eligible employees who have completed ten or more years of Credited Service and who are not entitled to any benefit of the Plan under Part II hereof which is based on employee contributions. Such eligible employee shall be known as a "participant".

(b) The classification of any individual as an Employee shall be within the sole discretion of the Company and the decision of the Company shall be final, conclusive and binding upon all persons having or claiming to have any right or interest in or under the Plan.

2. Retirement Dates.

(a) A participant may retire on the first day of the month next following his 65th birthday (Normal Retirement Date) and receive the Basic Monthly Pension hereinafter provided. A participant who has not retired before the January 1 or July 1 next following his 68th birthday shall be retired by such date unless a later date is specifically approved by the Board of Directors of the Company.

(b) A participant who has attained age 55 may elect to retire or may be retired at the option of the Company as of the first day of any month following his 55th birthday. If the retirement date is prior to the first day of the month next following the participant's 65th birthday, it shall be known as his "Optional Early Retirement Date".

3. Amount Of Pension Benefit.

(a) The Basic Monthly Pension payable to a participant who retires on his Normal Retirement Date shall be an amount equal to 6/10 of 1% of his final average monthly salary for each year of Credited Service; provided, however, that the Basic Monthly Pension shall not be less than the Minimum Pension Benefit provided for in Paragraph (b) below.

(b) The Minimum Pension Benefit payable upon retirement at age 62 or later shall in no event be less than the following minimum amounts, depending upon the maximum salary for the job classifications in effect on September 2, 1968:

\$4.75, when the maximum of the job classification is less than \$110 per week;

\$5.00, when the maximum of the job classification is between \$110 to \$140 per week;

\$5.25, when the maximum of the job classification is between \$140 to \$170 per week;

\$5.50, when the maximum of the job classification is between \$170 to \$200 per week;

\$5.75, when the maximum is over \$200 per week.

For the purposes of computing the Minimum Basic Monthly Benefit, the maximum salary for the job classification in which the employee was assigned for the greatest number of calendar days during the 24 consecutive months preceding the last day worked shall be used. A monthly basic salary shall be deemed to consist of 4.3 weeks.

(c) The Monthly Pension payable to a participant upon retirement on an Optional Early Retirement Date shall be 6/10 of 1% of his final average monthly salary for each year of Credited Service to the date of early retirement, reduced as follows:

<u>Age At Optional Early Retirement Date</u>	<u>Percentage Of Monthly Pension For Credited Service Up To Optional Early Retirement Date Which Shall Be Paid Commencing At Optional Early Retirement Date</u>
62 or over	100
61	93.3
60	86.7
59	80.8
58	75.2
57	69.4
56	63.5
55	57.9

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

If a participant is required by the Company to retire at an Optional Early Retirement Date, the Monthly Pension payable from the required Optional Early Retirement Date to age 62 shall in no event be less than twice the Minimum Pension provided in Paragraph (b) of this Section payable without actuarial reduction.

(d) If any retired employee is subsequently employed by the Company or any subsidiary, such employment after retirement shall cause no change in the amount of any monthly pension otherwise payable under this or any Plan of the Company, during any such period or thereafter.

4. Final Average Monthly Pay.

(a) For purposes of computing a participant's Monthly Pension the term "Final Average Monthly Pay" shall mean his average monthly salary during the last 60 months immediately preceding the last day worked prior to retirement or other termination of employment, excluding overtime, commissions, bonuses and any other special compensation.

(b) In determining Final Average Monthly Pay the total base earnings for the sixty month period shall be accumulated by calendar quarters. For this purpose the base salary at the end of each quarter shall be used. If the base salary is weekly it shall be multiplied by 13; if monthly, by 3; and

if stated for any other pay period by the standard number of pay periods within a quarter as required by the frequency of the pay periods. If the retirement or termination date does not occur at the end of a calendar quarter, the base earnings for the beginning and ending fractional quarters shall be multiplied by the appropriate fractions of a quarter.

5. Credited Service.

(a) For purposes of this Part I, Credited Service shall mean the period of full-time continuous employment by the Company (or, in the case of a United States citizen who is deemed to be an employee by reason of Section 2(d)(i)(B) of the Introduction, service with such foreign subsidiary) up to the date of the participant's retirement or other termination of employment. Such determination shall be subject to the following rules:

(i) Absence for sickness or disability shall not break continuous employment and the period absent shall be included in Credited Service up to three months.

(ii) Absence on authorized leave of absence shall not break continuous employment and the period absent shall be included in Credited Service.

(iii) Absence for service in the Armed Forces of the United States shall not break continuous employment if the employee returns to work within 90 days of the first opportunity to do so, and the period absent shall be included in Credited Service.

(iv) Periods prior to the effective date the employee became a participant in this Plan and which were recognized as Credited Service under a tax qualified plan of the Company for which such employee was eligible prior to such effective date shall be included in Credited Service hereunder.

(v) Employment by the Company shall include only service with the Company and its domestic subsidiaries during employment in the United States. Employment in the United States shall include employment outside the United States on assignments for the Company provided the employee is paid from the United States.

(b) In determining the eligibility to participate in this Part I in the case of an employee transferred to a position in the United States or on assignment from the United States, Credited Service shall include continuous prior employment outside of the United States with any of the Company's foreign branches, foreign subsidiaries, or foreign sales agents. In determining the amount of Monthly Pension payable to such an employee, however, such continuous prior employment outside of the United States shall not be included in his period of Credited Service unless the employee secures 10 or more years of Credited Service by employment in the United States by the Company and remains in such employment until he reaches the Optional Early Retirement Age.

6. Vested Terminations.

(a) Any participant who terminates employment after age 40 and before age 55, and who at the time of termination has 10 years or more of Credited Service, shall have a vested benefit, based upon his Credited Service at the date of termination and computed at the rate of the Basic Monthly Pension effective with respect to his average monthly pay at the time of such termination. The Monthly Pension shall be payable beginning at age 65, or the month of application, if later.

(b) If the terminated participant is subsequently reemployed by the Company in a position covered by the Plan, he shall have the status of a continuing participant except for the period of absence. For purposes of computing the participant's vested rights and benefits under the Plan upon his subsequent retirement or other termination of employment, such prior termination of employment shall not be deemed to be a break in his Credited Service but the period during which such participant was not employed by the Company shall be disregarded.

(c) Notwithstanding the generality of the foregoing, in the event of termination of employment of a participant (other than a U.S. citizen who is deemed to be an employee by reason of Section 2.(d).(i)(B) of the Introduction) prior to age 55, no service because of prior employment with a foreign subsidiary, foreign branch, or foreign sales agent shall be counted towards the Credited Service required for vesting, nor shall any such service arising from such prior employment be counted in determining the amount of a vested Monthly Pension unless the participant has ten years of Credited Service at the beginning of such foreign service.

7. Transferred Employees.

(a) In the event a participant who has attained age 40 and has completed 10 or more years of Credited Service is transferred either (i) to a position within the Company so that he is no longer eligible for participation under this Part, or (ii) to a foreign subsidiary or sales agent (other than a foreign subsidiary with respect to which there is an agreement entered into by the Company under Par. 3121.(1) of the Internal Revenue Code), his participation in this Part shall be suspended. In that event no further credited service shall accrue on behalf of such transferred participant until he again qualifies under the requirements for participation in this Part I.

(b) Should an employee whose participation is suspended in accordance with paragraph (a) continue in active employment of the Company until retirement without again becoming eligible for participation hereunder, the Monthly Pension accrued for Credited Service prior to the date of such transfer shall be payable at the time, subject to the same rights, privileges, and actuarial reductions as provided in the pension plan under which the employee retires. If such transferred employee is not covered by a pension plan, such Monthly Pension shall be payable in accordance with the terms of this Part I applicable to retirements hereunder. Should the employee terminate employment prior to retirement, the Monthly Pension accrued for Credited Service prior to the date of such transfer shall be payable hereunder in accordance with Section 6 with respect to vested terminations.

8. Reduction In Monthly Pension.

The Monthly Pension shall be reduced by the total of the following amounts:

(i) The amount of any workmen's compensation or disability benefit receivable for a concurrent period by the employee under any law, except to the extent such payments are provided by a specific tax or other payment paid by the employee.

(ii) Any employee annuities purchased for the employee prior to May 1, 1948, which have vested under Group Annuity Contract No. AC 285.

(iii) Any monthly annuity provided under any plan or contract to which the Company or any of its subsidiaries or sales agents have contributed and covering a period of employment considered in computing credited service under the Plan (except the deferred annuities, if any, purchased for the employee by Union Bank as Trustee of Business Systems Incorporated Profit Sharing Retirement Plan); provided, however, that if the monthly annuity provided under such other plan or contract is in excess of the monthly benefit payable under this Plan for the same period of employment, the excess shall not reduce the monthly benefit payable hereunder.

(iv) The amount of any deferred annuity purchased for the employee by Union Bank as Trustee of Business Systems Incorporated Profit Sharing Retirement Plan under Contract AC 1824 with The Equitable Life Assurance Society of the United States, and covering employment prior to December 1, 1964, with Business Systems Incorporated, a California corporation, and Business Systems Company, an Arizona corporation. The reduction hereby provided shall be limited to the amount of \$2.80 per month for each year of service accepted as Credited Service under this Plan (including proportionate reduction for each full month of any fractional part of a year). If retirement occurs at other than age 65, or upon any basis different than the Normal Annuity Form provided in the contract, appropriate actuarial adjustment shall be made to an equal actuarial value. The reduction hereby provided shall be effective even if the employee elects to cancel said deferred annuity as provided under Contract AC 1824.

(v) The actuarial equivalent as a monthly annuity on the same basis as the Monthly Pension of any lump sum or other payments arising from profit sharing plans of the Company, its subsidiaries or any predecessor thereof, or severance provisions imposed by law or contract and attributable to periods of employment considered in computing Credited Service under the Plan to the extent that such sums or payments are attributable to other than employee contributions or taxes.

(vi) In the case of an employee whose period of Credited Service includes employment outside of the United States, the amount, if any, by which any benefit provided under local law of a foreign country or state exceeds the Social Security Benefit payable at the time to a comparable employee covered under the Social Security Act.

(vii) The actuarial equivalent as a monthly life annuity of the amount of any substantial social benefit payable at termination of employment and created in favor of a participating employee by any foreign country or state pursuant to which the Company or any of its subsidiaries or sales

agents is required to make payments to or for the benefit of such participating employee either directly or indirectly through taxation, insurance or otherwise.

9. Form of Pension Benefit.

The normal form of Monthly Pension shall be a Life Annuity which provides equal monthly payments commencing at the employee's retirement date and continuing during his lifetime. The annuity shall terminate with the last monthly payment preceding the employee's death.

10. Optional Joint And Survivor Annuity Form.

(a) In lieu of the normal form of annuity, a participant may elect to receive his Monthly Pension in the form of a Joint and Survivor Annuity upon actuarial reductions which will provide for a lesser sum to be paid during his lifetime, and the payment of 50%, 75%, or 100% of his benefit to his spouse for life. Such election will be permitted only upon 30 days' notice prior to the retirement date elected by the participant.

(b) If a participant continues in employment after age 62, he may elect the joint and survivor benefit thereafter at any time prior to 30 days preceding actual retirement.

(c) If either the Joint Annuitant or the participant dies prior to the date the Monthly Pension commences and prior to the date the participant attains age 62, the election shall be void and shall become inoperative.

(d) The election of a Joint Annuitant Annuity Option shall be irrevocable after it has been in effect for 30 days and the participant has attained age 62. Accordingly, if a participant who has attained age 62 dies during active employment and after such election has been in effect for 30 days or more, the election shall be effective and the benefits shall be paid to the designated Joint Annuitant in accordance with the election. If the designated Joint Annuitant should die prior to the participant's retirement but after he has attained age 62, the election shall similarly continue to be effective.

(e) Proof of the age of the Joint Annuitant satisfactory to the Company shall be furnished within 90 days from the designated day for the participant's retirement.

PART II

PROVISIONS FOR CONTRIBUTING EMPLOYEES

1. Eligible Employees.

(a) A "Contributing Employee" is an Employee who has contributions in the Pension Fund which he made under either the Group Annuity Contract or the Plan while employed by the Company.

(b) An Employee who completes five years of service (continuous or non-continuous) may elect to commence contributions to the Plan on the first of any month following his 30th birthday and before his 65th birthday and shall evidence such election by his signature on the required form.

(c) An Employee who withdraws his contributions from the Plan may elect to resume contributions to the Plan as of the first of any month following six months after the date of the withdrawal and before his 65th birthday.

2. Contributions

(a) After December 31, 1967 a Contributing Employee shall contribute at the annual rate of 3% of his first \$7,800 of annual base rate of earnings, excluding overtime pay, commissions, bonuses and other extra compensation, and 6% of such earnings in excess of \$7,800 up to \$50,000. If the amount of wages subject to Social Security tax is changed from \$7,800 in a calendar year a corresponding adjustment shall be made in the amounts of annual base rate of earnings subject to the 3% and 6% rates of contributions under this Plan.

(b) The annual base rate of earnings for an Employee paid by the week shall be determined by multiplying his weekly base rate as of December 1 each year by 52 (the number of normal work-weeks in a year).

(c) The annual base rate of earnings for an Employee paid by the month shall be determined by multiplying his base monthly rate as of December 1 each year by 12 (the number of normal work-months in a year).

(d) A Contributing Employee's rate of contributions, having once been determined as of December 1, shall continue unchanged for the succeeding calendar year regardless of changes in his annual base rate of earnings during such year.

(e) A Contributing Employee may, but shall not be required to contribute when he is not receiving earnings during an authorized leave of absence up to six months or during sickness up to six months. Neither the Company nor the Contributing Employee shall make any contribution during the period while the Contributing Employee is receiving benefits provided for total and permanent disability under the Group Benefits Plan.

(f) If a Contributing Employee's net earnings for any pay period are less than \$10 after making all other authorized or required deductions from his gross earnings no contributions shall be deducted, but the Contributing Employee may pay to the Company the amount of his contributions for such period.

(iv) Evidence satisfactory to the Company of the good health of a Contributing Employee, and of a previously designated Joint Annuitant, shall be required at the time of request for any change in the Optional Early Retirement Date unless the request is filed at least five years prior to both the Optional Early Retirement Date previously elected and the requested Optional Early Retirement Date.

(e) The election of a Deferred Commencing Date and any changes in such date shall be subject to the following conditions and restrictions:

(i) The election or any change may be made only by a Contributing Employee, while he is employed by the Company.

(ii) If a Contributing Employee continues in the Company's employment after the first of the month next following his 65th birthday, the Deferred Commencing Date shall be deemed to be the first of the month coinciding with or next following the occurrence of the earliest of the following events:

1. The termination of the Contributing Employee's employment with the Company.
2. The death of the Contributing Employee, if the Joint and Survivor Annuity shall have been elected and the designated Joint Annuitant is living on such first of the month.
3. The expiration of five years after the first of the month next following the Contributing Employee's 65th birthday.

4. Amount of Contributory Annuity

(a) The amount of the annuity payable monthly on the Normal Annuity form to a Contributing Employee who retires the first of the month next following his 65th birthday shall be the sum of the following:

(i) A monthly annuity equal to 1/36 of the Contributing Employee's contributions to the Plan after September 30, 1954.

(ii) The monthly annuity, if any, purchased for the Contributing Employee under the Group Annuity Contract, and the remaining part of the supplemental annuity, if any, which the Company may purchase after September 30, 1954 to provide the total supplemental annuity for which the Contributing Employee was eligible under the provisions of the Group Annuity Contract.

(b) If the Contributing Employee retires at an Optional Early Retirement Date the monthly annuity provided under Paragraph 22, above, shall be reduced as follows:

(i) ANNUITIES PURCHASED AFTER SEPTEMBER 30, 1954

<u>Age At Optional Early Retirement Date</u>	<u>Percentage of Monthly Annuity at age 65 Which Shall Be Paid Commencing at the Optional Early Retirement Plan</u>	
	<u>Male</u>	<u>Female</u>
64	92%	93%
63	85%	86%
62	78%	81%
61	73%	76%
60	68%	71%
59	63%	67%
58	60%	63%
57	56%	59%
56	53%	56%
55	50%	53%

An adjustment shall be made by straight line interpolation for ages which are not integral.

(ii) ANNUITIES PURCHASED BEFORE OCTOBER 1, 1954

The percentage of monthly annuity at age 65 which shall be paid commencing at the Optional Early Retirement Date shall be as provided by the Group Annuity Contract.

(c) If the Contributing Employee retires at a Deferred Commencing Date the Monthly annuity provided under Paragraph 22, above, shall be increased as follows:

<u>Age at Deferred Commencing Date</u>	<u>Percentage of Monthly Annuity at Age 65 Which Shall be Paid at Deferred Commencing Date</u>	
	<u>Male</u>	<u>Female</u>
66	108%	107%
67	117%	114%
68	126%	122%
69	136%	130%
70	146%	139%

An adjustment shall be made by straight line interpolation for ages which are not integral.

(d) If the monthly annuity payments are made on the Joint and Survivor Annuity form, the amount of the monthly payments thereunder shall be equal to a percentage of the amount of the monthly payments that would otherwise have been payable on the Normal Annuity form at the Contributing Employee's retirement date. Such percentage shall be determined in accordance with Table 1 for annuities purchased after April 30, 1948 and as provided by the Group Annuity Contract for annuities purchased before May 1, 1948.

(e) The monthly annuity for a Contributing Employee who contributed

prior to May 1, 1948 under either Group Annuity Contract No. AC 285 or Group Annuity Contract No. AC 435 shall not be less than it would have been if those contracts had continued unchanged.

5. Normal Annuity Form

Unless either a Joint and Survivor Annuity or an Optional Temporary Annuity is elected, the monthly annuity for a Contributing Employee shall be a modified cash refund annuity which provides equal monthly payments to him commencing at his retirement date and continuing during his lifetime. The annuity shall terminate with the last monthly payment preceding his death, but if at such death the sum of all the monthly payments which shall have become due shall be less than the Minimum Return provided in such case then such Minimum Return shall be paid as provided in Paragraph 8 entitled Minimum Return.

6. Joint And Survivor Annuity Form

(a) The Joint and Survivor Annuity form shall be a cash refund annuity which provides reduced monthly payments to a Contributing Employee commencing at his retirement date and continuing payments after his death to the Joint Annuitant designated by him, provided the Joint Annuitant survives him. The annuity shall terminate with the last monthly payment preceding the second death, but if at such death the sum of all monthly payments is less than the Minimum Return provided in such case, then such Minimum Return shall be paid as provided in Paragraph 8.

(b) Subject to the following conditions and restrictions, a Contributing Employee may elect the Joint and Survivor Annuity form in lieu of the Normal Annuity form:

(i) The election may be made only on the required form filed before the first of the month next following the Contributing Employee's 65th birthday or before his elected Optional Early Retirement Date. The Contributing Employee shall designate on such form the Joint Annuitant and the percentage of the monthly payments to the Contributing Employee to be continued to the Joint Annuitant. The designation of any person as Joint Annuitant shall not constitute such person a beneficiary with respect to the Minimum Return. Proof of the age of the designated Joint Annuitant satisfactory to the Company shall be furnished within ninety days from the date of filing the request for the Joint and Survivor Annuity.

(ii) Evidence satisfactory to the Company of the Contributing Employee's good health shall be required unless the request for the Joint and Survivor Annuity is filed at least five years prior to the first of the month next following his 65th birthday, or at least five years before his elected Optional Early Retirement Date.

(iii) Neither the form of the annuity, the designated Joint Annuitant nor the amount payable to the Joint Annuitant may be changed without the written consent of the Company, unless the request for such change is filed at least five years before the first of the month next following the Contributing Employee's 65th birthday or at least five years before his elected optional Early Retirement Date. The consent of the designated Joint Annuitant shall not be required for such changes.

(iv) If the designated Joint Annuitant should die before the first of the month next following the Contributing Employee's 65th birthday, or before his elected Optional Early Retirement Date, payments to the Contributing Employee shall be made on the Normal Annuity form instead of the Joint and Survivor Annuity form. If the designated Joint Annuitant should die after the Contributing Employee's retirement, or on or after the first of the month next following the Contributing Employee's 65th birthday even though he has not then retired, payments to him shall be made on the Joint and Survivor Annuity form.

(v) If the Contributing Employee should die before the first of the month next following his 65th birthday, or before his elected Optional Early Retirement Date, the Joint Annuitant shall not be entitled to receive any annuity payments. If the Contributing Employee should die after his retirement, or on or after the first of the month next following his 65th birthday even though he has not then retired, payments to the Joint Annuitant shall be made on the Joint and Survivor Annuity form.

7. Optional Temporary Annuity Form

Upon retirement at an Optional Early Retirement Date, a Contributing Employee may elect with the Company's consent to convert a portion of his lifetime retirement annuity to an actuarially equivalent Optional Temporary Annuity, which shall provide for monthly payments commencing at the Contributing Employee's retirement date and terminating with the monthly payment next preceding his 62nd birthday or the date of his death, whichever shall first occur. Any payments made under the Optional Temporary Annuity form shall be included in the sum of annuity payments which enters into the determination of the Minimum Return. An election of the Optional Temporary Annuity may be made on the required form. If the election is made after termination of employment with the Company, satisfactory evidence of the Employee's good health at the date of the request shall be required unless the request is filed either within ninety days after termination of employment or more than five years prior to the Employee's retirement date.

8. Minimum Return

The Minimum Return of a Contributing Employee shall be an amount equal to his total contributions to the Plan plus Allowable Compound Interest, less the sum of all the annuity payments with respect to the Contributing Employee which shall have become due prior to his death where the Normal Annuity form is applicable, or prior to the death of the survivor of the Employee and his Joint Annuitant where the Joint and Survivor Annuity form is applicable. Upon receipt of due proof of the death of the Employee or his Joint Annuitant, as the case may be, the amount of such Minimum Return shall be paid in a single sum to the beneficiary authorized to receive such payment.

9. Beneficiary

(a) A Contributing Employee may designate by written notice (with the right to change such designation from time to time) a Beneficiary to receive the Minimum Return. If there is no Beneficiary designated and surviving at the death of the Contributing Employee or his Joint Annuitant, as the case

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following classes of successive preference beneficiaries: The Contributing Employee's (i) widow or widower; (ii) surviving children; (iii) surviving parents; (iv) surviving brothers and sisters; or (v) executors or administrators.

(b) In the absence of the appointment of a legal guardian, any amounts payable to a minor may be paid at a rate not exceeding \$50 a month to such adult or adults as have in the opinion of the Insurance Company assumed the custody and principal support of such minor.

10. Optional Modes of Settlement

A Contributing Employee may elect (with the right to revoke or to change such election) to have the whole or any part of the Minimum Return paid in installments or in any other manner that may be agreed to by the Insurance Company, the amount and terms of payment to be in accordance with the Insurance Company's rules in effect at the time of election. A Beneficiary may make such an election after the Contributing Employee's death if the Minimum Return is payable in a single sum. After the Contributing Employee's death the Beneficiary may also elect (with the right to revoke or change such election) a successor Beneficiary to receive any amount which, in the absence of such designation, would be payable to the Beneficiary's executors or administrators. Any election, revocation, or request for change shall be filed on the required form.

11. Withdrawal Of Contributions

(a) In lieu of any benefits otherwise provided in Part I hereof, except as provided in Paragraph 11-B, a Contributing Employee may elect to withdraw all but not part of his contributions at any time prior to retirement, provided no election of a Joint and Survivor Annuity is then in effect. Upon receipt of such election there shall be paid to the Contributing Employee the amount of his contributions to the Plan plus Allowable Compound Interest. Such withdrawal benefits may be paid in equal monthly installments and not to exceed twelve in number, plus Allowable Compound Interest on the amount of each installment from the effective date of withdrawal to the due date of the installment.

(b) An Employee who joined the Plan before May 1, 1948, under Contract AC 285 and who has at least 10 years of accumulative service, shall receive the annuity purchased by the Company's contributions under Contract AC 285 prior to May 1, 1948, even though his contributions are withdrawn.

12. Restrictions If Employment is Terminated

If a Contributing Employee's employment with the Company should terminate before his 55th birthday and before he has completed at least ten years of accumulative service with the Company, he shall receive only the portion of the Contributory Annuity purchasable by his own contributions. Such an annuity shall be determined under Table No. 11 of the Appendix. However, a Contributing Employee who shall have completed ten years of accumulative service with the Company shall be entitled to the Contributory Annuity purchasable by both his and the Company's contributions.

13. Continuation Of Elections And Designations And Changes

All elections and designations which were in effect under the Group Annuity Contract shall continue in effect under the Plan until changed by the Employee in accordance with the Plan. Any such change when made under the Plan shall also be applicable to the Group Annuity Contract.

PART III

GENERAL ADMINISTRATIVE PROVISIONS

1. Administration

The Plan shall be administered by the Company. The Company shall from time to time establish rules and provide forms for the administration of the Plan. Forms and notices which are required to be filed by the Employees shall be filed with the Company before retirement, and thereafter with the Company or at the home office of the Insurance Company. The Company shall keep the records and may adopt the actuarial tables required under the Plan. The Company shall have the exclusive right to interpret the Plan and to decide any matters arising thereunder in the administration and operation of the Plan.

2. Pension Fund

(a) The benefits provided by the Plan shall be discharged from moneys contributed in the past by the Company and the Contributing Employees under the Group Annuity Contract, and moneys contributed hereafter by the Company and Contributing Employees under the Plan. All such money shall collectively be known as the "Pension Fund".

(b) At no time prior to the satisfaction of all liabilities under the Plan to Employees, Joint Annuitants and Beneficiaries, shall any part of the corpus or income of the Pension Fund be used for or diverted to any other purpose than for their exclusive benefits.

(c) Contributions by the Contributing Employees, and contributions by the Company for the Contributing and Non-Contributing Employees shall be held as follows:

(i) Any annuities in force under the Group Annuity Contract for the Contributing Employees shall continue to be held under the Group Annuity Contract by the Insurance Company.

(ii) Contributions of the Contributing Employees shall be held in whole or in part in the Purchase Payment Fund with the Insurance Company or in a Trust Fund with a Trustee.

(d) The amounts of contributions by the Company to the Pension Fund shall be as determined by it from time to time after considering the advice of an independent actuary appointed by the Company. It is the intention of the Company to contribute such amounts as shall pay the cost of the Contributory Annuity in excess of the portion thereof attributable to the contributions by the Contributing Employees and shall pay the entire cost of the Non-Contributory Annuity. The Company may for any reason suspend or reduce its contributions to the Plan. The obligations of the Company under the Plan shall be limited to the extent of the Pension Fund at any time. Forfeitures arising from severance of employment, death, or for any other reason shall not be applied to increase the benefits any employee would otherwise receive under the Plan at any time prior to the complete discontinuance of the Company's contributions. Amounts arising from such forfeitures shall be used to reduce the Company's contributions hereunder.

(c) An insurance contract or trust agreement may contain any terms or provisions satisfactory to the Company and the Insurance Company or Trustee, as the case may be. Such contracts or agreements shall be available for inspection at the home office of the Company.

3. Payment Provisions

(a) The monthly annuity provided for a Contributing Employee shall be purchased from the Insurance Company when he retires. The monthly annuity provided for a Non-Contributing Employee may be purchased from the Insurance Company when he retires or may be otherwise provided by the Company. Any annuity purchased from the Insurance Company shall provide for direct payments by the Insurance Company to the retired Employee, and shall be evidenced by an individual certificate setting forth the amount and terms of payment of the annuity.

(b) An Employee, Beneficiary, or Joint Annuitant hereunder shall have no right to assign, transfer, hypothecate, encumber, commute or anticipate his interest in any payments under this Plan, and such payments shall not in any way be subject to any legal procedures to levy upon or attach the same for payment for any claim against any Employee, Beneficiary, or Joint Annuitant, unless these restrictions may be contrary to the laws of any state having jurisdiction in the premises.

(c) If any annuity is payable in an amount of less than \$10 a month, payment may be made at such intervals as will make the payments amount to at least \$10 each, or, if less than \$3.34 a month is involved, a single cash payment shall be made to the Employee in lieu of the annuity. If the election of an Optional Early Retirement Date or a Joint and Survivor Annuity would result in monthly payments to any person of less than \$3.34 each, such election shall not become operative except upon the specific consent in writing of the Company.

(d) If a payee entitled to receive payments under the Plan is incompetent to receive such payments and to give a valid release therefor, and if no guardian, committee, or other representative of the estate of such payee shall have been duly appointed, such payments may be made to the person or institution maintaining or having custody of such payee, and any such payment shall be in complete discharge of any and all liability under the Plan for such payment.

(e) In case of misstatement or error, there shall be no liability for any greater payment than that which would be payable on the basis of the true facts. Overpayments may be deducted from and underpayments may be added to any payments due under the Plan, or shall be otherwise corrected.

4. Amendment, Suspension Or Discontinuance

(a) The Company reserves all rights at any time or from time to time to amend, suspend or discontinue the Plan, in whole or in part, including the right to make any amendment to a contract with the Insurance Company, or to a trust agreement with the Trustee and the right to amend any rules adopted by the Company for the administration of the Plan. No retroactive amendment shall be made unless required to qualify or retain the qualification of the plan under the Internal Revenue Code or any other law.

(b) If the Company should discontinue contributions for the purpose of terminating the Plan, the following provisions shall apply:

(i) No annuity of a then Contributing Employee purchased or purchaseable by Company contributions shall be cancelled thereafter unless the annuity of a Non-Contributing Employee shall be elected.

(ii) The portion of the Pension Fund represented by the contributions of Contributing Employees plus Allowable Compound Interest which has not been used to purchase annuities from the Insurance Company shall be held in a Pension Pur-Fund with an Insurance Company to provide for future withdrawals or for the benefits attributable to such contributions.

(iii) The remainder of the Pension Fund which has not been used to purchase annuities from the Insurance Company shall be held in a Pension Purchase Fund with an Insurance Company or in a Trust Fund with a Trustee to be used in the following order:

First, to purchase proportionately for Contributing Employees the part of the annuities attributable to Company contributions for which they are eligible under the Plan.

Second, the portion of the Pension Fund attributable to contributions of the Company for Non-Contributing Employees which has not been used to purchase annuities from the Insurance Company shall be segregated and such segregated portion shall be used in the following order:

1. To provide proportionately for retired Non-Contributing Employees the monthly annuities for which they are then eligible under the Plan if they have not otherwise been provided.
2. To provide proportionately for Non-Contributing Employees, who have then attained their 65th birthday but have not retired, the monthly annuities for which they are then eligible under the Plan.
3. To provide for Non-Contributing Employees who thereafter attain age 65 the monthly annuities for which they are eligible at age 65 under the Plan.

Third, the balance, if any, of the Pension Fund remaining after the satisfaction of all liabilities for benefits accrued under the Plan shall be returned to the Company.

5. Right of Company To Terminate Employment

Nothing contained in the Plan shall be deemed to give an Employee the right to be retained in the Company's employment, or to interfere with the Company's right to terminate the employment of, or to retire, any Employee at any time.

6. Temporary Benefit Restrictions

If the Retirement Plan is terminated, or as long as the current costs thereof have not been met at any time during the ten year period beginning January 1, 1969, the Monthly Pension which any of the highest paid participants may receive under the Retirement Plan shall not exceed his unrestricted benefits at that time. These conditions shall not prohibit the payment of the full Monthly Pension called for by the Retirement Plan to a Joint Annuitant of a former participant who died while the Plan is in full effect and the current costs have been met. Current payments of monthly pension benefits made prior to termination (or failure to meet current costs) are not restricted.

For the purposes of this paragraph:

(i) The term "highest paid participating employee" shall mean such of the 25 highest paid participants on January 1, 1969, whose anticipated annual pension benefit determined under the Retirement Plan at Normal Retirement Date exceeds \$1,500;

(ii) The term "unrestricted benefits" shall mean the Monthly Pension under the Plan payable to the participant or his Joint Annuitant which has been provided by Company contributions not exceeding the largest of the following amounts:

(1) The Company contributions (or funds attributable thereto) which would have been applied to provide the benefits for the participant if the Retirement Plan as it existed prior to January 1, 1969, had been continued without change; or

(2) \$20,000; or

(3) The sum of (a) the Company contributions (or funds attributable thereto) which would have applied to participants under the Retirement Plan if it had been terminated on December 31, 1968, and (b) an amount equal to 20% of the first \$50,000 of the participant's annual earning rate on January 1, 1969, multiplied by the number of years since that date; and

(iii) Full current costs will have been met as long as the unfunded costs of the Company under the Retirement Plan for benefits payable thereunder do not exceed the amount of such unfunded costs as of January 1, 1969.

A Supplemental Monthly Benefit shall be payable in the amount of \$1.00 for each year of Credited Service, including proportionate credit for each full month of any fractional part of a year to each former employee who --

(a) retired prior to September 1, 1967

(b) was age 55 or older at the time of his retirement or other termination of employment, and

(c) was either eligible for retirement income under this Plan or would have been so entitled had the Plan been in effect at the time of his retirement or termination of employment.

The Supplemental Monthly Benefit shall commence with the first Basic Monthly Benefit payable after December 31, 1968 (or deemed payable in accordance with the foregoing) and shall terminate with the last monthly payment preceding the employee's death, regardless of the form of the benefit otherwise payable hereunder. In no event shall an employee's Supplemental Monthly Benefit exceed an amount which, when added to his Basic Monthly Benefit, equals the Basic Monthly Benefit payable hereunder to an employee retiring after December 31, 1968, with the same number of years of Credited Service.

TABLE I

JOINT AND SURVIVOR ANNUITIES

NON-CONTRIBUTORY PLAN

Table I consists of five sections listing the percentages of the Normal Annuity payable on the Joint and Survivor Annuity form under the conditions shown.

An Employee may elect to have the payment to a surviving Joint Annuitant be 100%, 75% or 50% of the payments made to him during his lifetime. An Employee may also elect any person of either sex as Joint Annuitant.

The payments on the Joint and Survivor Annuity form under conditions not shown in this Table shall be supplied on request.

TABLE I -- SECTION 1.

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This table shows the percentage of the Normal Annuity payable to the Employee and continuing to his surviving Joint Annuitant when the monthly payments to each is the same.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE				
	55	60	62	65	68
55	80.2	73.1	69.8	64.4	58.6
56	81.0	74.0	70.7	65.3	59.6
57	81.9	74.9	71.7	66.3	60.5
58	82.7	75.9	72.6	67.3	61.5
59	83.5	76.8	73.6	68.3	62.5
60	84.3	77.8	74.6	69.3	63.6
61	85.1	78.7	75.6	70.4	64.6
62	85.9	79.7	76.7	71.5	65.8
63	86.6	80.7	77.7	72.6	66.9
64	87.4	81.6	78.7	73.7	68.1
65	88.1	82.6	79.8	74.9	69.3

TABLE I -- SECTION 2

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is 75% of the payment to the Employee.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE				
	55	60	62	65	68
55	84.4	78.4	75.5	70.7	65.4
56	85.1	79.1	76.3	71.5	66.3
57	85.7	79.9	77.1	72.4	67.1
58	86.4	80.7	78.0	73.3	68.1
59	87.1	81.5	78.8	74.2	69.0
60	87.7	82.4	79.7	75.1	69.9
61	88.4	83.2	80.5	76.0	70.9
62	89.0	84.0	81.4	77.0	71.9
63	89.6	84.8	82.3	77.9	72.9
64	90.2	85.6	83.2	78.9	74.0
65	90.8	86.3	84.0	79.9	75.0

TABLE I -- SECTION 3
FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is 50% of the payment to the Employee.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE				
	55	60	62	65	68
55	89.0	84.4	82.2	78.3	73.9
56	89.5	85.1	82.8	79.0	74.6
57	90.0	85.7	83.5	79.7	75.4
58	90.5	86.3	84.2	80.4	76.2
59	91.0	86.9	84.8	81.2	76.9
60	91.5	87.5	85.5	81.9	77.7
61	91.9	88.1	86.1	82.6	78.5
62	92.4	88.7	86.8	83.4	79.3
63	92.8	89.3	87.4	84.1	80.2
64	93.3	89.9	88.1	84.9	81.0
65	93.7	90.5	88.7	85.6	81.8

TABLE II
JOINT AND SURVIVOR ANNUITIES
CONTRIBUTORY PLAN

Table II consists of five sections listing the percentages of the Normal Annuity payable on the Joint and Survivor Annuity form under the conditions shown. It is applicable to annuities purchased after April 30, 1948. The percentages applicable to annuities purchased before May 1, 1948 shall be as provided by the Group Annuity Contract.

An Employee may elect to have the payment to a surviving Joint Annuitant be any designated percentage of the payments made to him during his lifetime. An Employee may also elect any person of either sex as Joint Annuitant.

The payments on the Joint and Survivor Annuity form under conditions not shown in this Table shall be supplied on request.

TABLE II -- SECTION 1

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This table shows the percentage of the Normal Annuity payable to the Employee and continuing to his surviving Joint Annuitant when the monthly payments to each is the same:

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE							
	55	60	65	66	67	68	69	70
55	76.3%	68.9%	60.7%	59.0%	57.2%	55.5%	53.7%	52.0%
56	77.2	69.9	61.7	60.0	58.2	56.5	54.7	53.0
57	78.1	70.9	62.7	61.0	59.2	57.5	55.7	54.0
58	79.0	72.0	63.8	62.0	60.3	58.5	56.8	55.0
59	79.9	73.0	65.0	63.2	61.4	59.7	57.9	56.1
60	80.8	74.0	66.0	64.2	62.5	60.7	59.0	57.2
61	81.7	75.0	67.1	65.3	63.6	61.8	60.1	58.3
62	82.6	76.1	68.2	66.5	64.7	63.0	61.2	59.5
63	83.5	77.1	69.4	67.6	65.9	64.1	62.4	60.6
64	84.3	78.1	70.5	68.8	67.0	65.3	63.5	61.8
65	85.2	79.2	71.7	70.0	68.2	66.5	64.7	63.0

TABLE II -- SECTION 2

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is one-half of the payment to the Employee.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE							
	55	60	65	66	67	68	69	70
55	86.6%	81.6%	75.5%	74.1%	72.7%	71.2%	69.8%	68.4%
56	87.1	82.3	76.3	74.9	73.5	72.1	70.7	69.3
57	87.7	83.0	77.1	75.7	74.3	72.9	71.5	70.1
58	88.3	83.7	77.9	76.5	75.1	73.8	72.4	71.0
59	88.9	84.4	78.8	77.4	76.0	74.7	73.3	71.9
60	89.4	85.1	79.5	78.2	76.8	75.5	74.1	72.8
61	90.0	85.7	80.3	79.0	77.7	76.3	75.0	73.7
62	90.5	86.4	81.1	79.8	78.5	77.2	75.9	74.6
63	91.0	87.1	81.9	80.6	79.3	78.1	76.8	75.5
64	91.5	87.7	82.7	81.4	80.2	78.9	77.7	76.4
65	92.0	88.4	83.5	82.3	81.0	79.8	78.5	77.3

TABLE II -- SECTION 3

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This table shows the percentage of the Normal Annuity payable to the Employee and continuing to her surviving Joint Annuitant when the monthly payment to each is the same.

AGE OF MALE JOINT ANNUITANT	AGE OF FEMALE EMPLOYEE							
	55	60	65	66	67	68	69	70
55	86.3%	80.8%	74.0%	72.4%	70.8%	69.2%	67.6%	66.0%
56	87.1	81.7	75.0	73.4	71.8	70.3	68.7	67.1
57	87.8	82.6	76.1	74.5	72.9	71.4	69.8	68.2
58	88.4	83.5	77.1	75.6	74.0	72.5	70.9	69.4
59	89.1	84.3	78.1	76.6	75.1	73.5	72.0	70.5
60	89.8	85.2	79.2	77.7	76.2	74.7	73.2	71.7
61	90.4	86.0	80.2	78.7	77.3	75.8	74.4	72.9
62	91.0	86.8	81.2	79.8	78.3	76.9	75.4	74.0
63	91.6	87.6	82.2	80.8	79.4	78.0	76.6	75.2
64	92.1	88.3	83.1	81.8	80.4	79.1	77.7	76.4
65	92.7	89.1	84.1	82.8	81.5	80.1	78.8	77.5

TABLE II -- SECTION 4

-FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is one-half of the payment to the Employee.

AGE OF MALE JOINT ANNUITANT	AGE OF FEMALE EMPLOYEE							
	55	60	65	66	67	68	69	70
55	92.7%	89.4%	85.1%	84.0%	82.9%	81.7%	80.6%	79.5%
56	93.1	90.0	85.7	84.6	83.5	82.5	81.4	80.3
57	93.5	90.5	86.4	85.3	84.3	83.2	82.2	81.1
58	93.9	91.0	87.1	86.1	85.0	84.0	82.9	81.9
59	94.2	91.5	87.7	86.7	85.7	84.7	83.7	82.7
60	94.6	92.0	88.4	87.4	86.4	85.5	84.5	83.5
61	95.0	92.5	89.0	88.1	87.1	86.2	85.2	84.3
62	95.3	92.9	89.6	88.7	87.8	86.9	86.0	85.1
63	95.6	93.4	90.2	89.3	88.4	87.6	86.7	85.8
64	95.9	93.8	90.8	90.0	89.1	88.3	87.4	86.6
65	96.2	94.2	91.3	90.5	89.7	88.9	88.1	87.3

TABLE II -- SECTION 5

FOR FEMALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This table shows the percentage of the Normal Annuity payable to the Employee and continuing to her surviving Joint Annuitant when the monthly payment to each is the same.

AGE OF FEMALE JOINT ANNUITANT	AGE OF FEMALE EMPLOYEE							
	55	60	65	66	67	68	69	70
55	82.5%	76.3%	68.9%	67.3%	65.6%	64.0%	62.3%	60.7%
56	83.3	77.2	69.9	68.3	66.6	65.0	63.3	61.7
57	84.1	78.1	70.9	69.3	67.6	66.0	64.3	62.7
58	84.8	79.0	72.0	70.4	68.7	67.1	65.4	63.8
59	85.6	79.9	73.0	71.4	69.8	68.2	66.6	65.0
60	86.3	80.8	74.0	72.4	70.8	69.2	67.6	66.0
61	87.1	81.7	75.0	73.4	71.8	70.3	68.7	67.1
62	87.8	82.6	76.1	74.5	72.9	71.4	69.8	68.2
63	88.4	83.5	77.1	75.6	74.0	72.5	70.9	69.4
64	89.1	84.3	78.1	76.6	75.1	73.5	72.0	70.5
65	89.8	85.2	79.2	77.7	76.2	74.7	73.2	71.7

TABLE III

NORMAL ANNUITY PURCHASABLE

BY EMPLOYEE CONTRIBUTIONS

Table III is used to determine the annuity of a Contributing Employee who terminates his employment with the Company before his 65th birthday and before he has completed at least ten years of accumulative service with the Company. It shows the monthly annuity on the Normal Annuity form, commencing the first of the month next following the Employee's 65th birthday, which is purchasable by the Employee's own contributions. This monthly annuity shall be determined by multiplying the Employee's contributions for each calendar year by the percentage applicable to his age for that year, as shown by the following schedule, and adding the amounts so obtained for each calendar year into a single sum.

If an Optional Early Retirement Date or a Joint and Survivor Annuity is elected the monthly annuity shall be adjusted as provided by the Plan.

This table is applicable to Employee contributions made after April 30, 1948. The annuity purchasable by Employee contributions made before May 1, 1948 shall be as provided by the Group Annuity Contract.

The Employee's age for the purposes of this table shall be taken as the age at nearest birthday at the beginning of each calendar year.

TABLE III

AGE OF EMPLOYEE WHEN THE CONTRIBUTIONS WERE MADE	<u>APPLICABLE PERCENTAGE</u>		AGE OF EMPLOYEE WHEN THE CONTRIBUTIONS WERE MADE	<u>APPLICABLE PERCENTAGE</u>	
	MALE EMPLOYEE	FEMALE EMPLOYEE		MALE EMPLOYEE	FEMALE EMPLOYEE
30	.010500	.009416	48	.006666	.006083
31	.010250	.009259	49	.006500	.005916
32	.010000	.009000	50	.006333	.005843
33	.009750	.008750	51	.006166	.005666
34	.009500	.008583	52	.006083	.005500
35	.009250	.008333	53	.005916	.005416
36	.009083	.008166	54	.005750	.005250
37	.008833	.008000	55	.005666	.005166
38	.008583	.007750	56	.005500	.005000
39	.008416	.007583	57	.005416	.004916
40	.008166	.007416	58	.005250	.004833
41	.008000	.007250	59	.005166	.004666
42	.007750	.007083	60	.005000	.004583
43	.007583	.006916	61	.004916	.004500
44	.007416	.006750	62	.004833	.004416
45	.007166	.006583	63	.004666	.004333
46	.007000	.006416	64	.004583	.004166
47	.006833	.006250			

THE RETIREMENT PLAN FOR SALARIED EMPLOYEES
OF THE NATIONAL CASH REGISTER COMPANY
(AS AMENDED AND IN EFFECT JANUARY 1, 1972)

INTRODUCTION

1. **HISTORICAL.** Prior to January 1, 1967, The National Cash Register Company maintained the Retirement Plan for Employees of The National Cash Register Company (hereinafter referred to as the "Original Plan"). The Original Plan was applicable to all full-time employees of the Company employed in the United States and to certain former employees who were citizens of the United States and employed by a subsidiary or a sales agent of the Company outside of the United States.

Effective January 1, 1967, certain amendments were made in the Original Plan as it applied to employees in the Domestic Marketing Division Branch Office of The National Cash Register Company and employees included in the definition of "Marketing Field Employees". The Original Plan as applicable to other participating employees was continued without change until January 1, 1969.

As a result of collective bargaining negotiations, it became necessary to further amend the Original Plan, effective January 1, 1969, to separate the Plan into two plans: the Retirement Plan for Management Employees and the Retirement Plan for Non-Management Employees.

Coincidental with the amendments effective January 1, 1969, the Retirement Plan for Exempt Employees of the Los Angeles Business Forms and Supply Division of The National Cash Register Company was merged into and became a part of the Retirement Plan for Management Employees. Accordingly, effective January 1, 1969, the monthly pension payable to management employees of that Division will be payable in accordance with the terms and conditions of the Retirement Plan for Management Employees.

Effective January 1, 1972, the Retirement Plan for Management Employees was amended to include certain salaried non-management employees who were previously included in the Retirement Plan for Non-Management Employees. Accordingly, the name of the Retirement Plan for Management Employees was changed to the Retirement Plan for Salaried Employees. The Retirement Plan for Salaried Employees is set forth in this Introduction and Parts I, II, and III, and the Tables and Appendix hereto.

2. **DEFINITIONS.** Words used herein shall have the following meanings unless a different meaning is plainly required by the context.

(a) "Group Annuity Contract" means the Group Annuity Contract or Contracts, applicable to the employee, providing for benefits under the Original Plan, as in effect prior to October 1, 1954, including specifically Group Annuity Contract No. AC 841, as amended (which as of May 1, 1948, replaced Group Annuity Contracts Nos. AC 285 and AC 435), issued by The Equitable Life Assurance Society of the United States.

(b) "Plan" means the Retirement Plan for Salaried Employees of The National Cash Register Company, including the provisions for benefits under the Original Plan and the Group Annuity Contract.

(c) "Company" means The National Cash Register Company in the United States.

(d) "Employee" means a full-time Salaried employee of the Company in the United States excluding all Salaried employees of the Company's Appleton Papers Division and:

(i) who is either (A) an executive, administrative, professional or confidential employee; or (B) a technical, clerical or administrative support employee of the Company's Dayton, Ohio, or Wichita, Kansas based operations; or (C) a citizen of the United States employed as a full-time employee of a foreign subsidiary of the Company, as to which subsidiary an agreement entered into by the Company under Paragraph 3121 (1) of the Internal Revenue Code is in effect and as to whom no contributions under a funded plan of deferred compensation are being provided by any other person with respect to the remuneration paid to such individual by the foreign subsidiary; and

(ii) who is not participating in any other retirement plan established by the Company or to which the Company makes contributions on his behalf, provided, however, that the term shall not include an employee in a collective bargaining unit represented by a labor union unless there is in existence an agreement making the Plan available to eligible employees in such unit.

(e) "Full-time employee" means an employee whose customary employment with the Company is for more than 20 hours in any one week and for more than 5 months in any calendar year.

(f) "Insurance Company" means the Equitable Life Assurance Society of the United States, or any other insurance company selected by the Company to provide any part of the benefits of the Plan.

(g) "Allowable Compound Interest" means (i) with respect to employees' contributions under the Group Annuity Contract, the amount of Allowable Compound Interest provided therein; and (ii) with respect to employees' contributions made under the Plan after September 30, 1954, interest compounded annually at the rate of

2^{or}% per annum or such other rate as may be established prospectively from time to time by the Company. Such interest shall be allowed from the December 31 coinciding with the end of the respective calendar years in which the contributions were made up to the date of withdrawal of the contributions, the date of the contributing employee's death, or the commencement of annuity payments. However, in the case of the death of an employee who was included under the Group Annuity Contract, the Allowance Compound Interest for a period after his 65th birthday shall be adjusted so that the Minimum Return shall be as provided by the Group Annuity Contract.

(h) Masculine pronouns when used throughout the Plan shall refer to both men and women unless the context indicates otherwise.

(i) The titles of the parts and the headings of sections or paragraphs are used for convenience of reference and in case of conflicts, the text of the Plan, rather than such titles or headings, shall control.

3. CONTENTS. The Retirement Plan, as so amended, is set forth in this Introduction in the following three Parts, and the Tables in the Appendix:

PART I - PROVISIONS FOR NON-CONTRIBUTING EMPLOYEES

PART II - PROVISIONS FOR CONTRIBUTING EMPLOYEES

PART III - GENERAL AND ADMINISTRATIVE PROVISIONS

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PART I

NON-CONTRIBUTORY PENSION PLAN

1. PARTICIPATION.

(a) This Part shall include all eligible Employees who have completed ten or more years of "Credited Service" and who are not entitled to any benefit of the Plan under Part II hereof which is based on Employee contributions. Such eligible Employee shall be known as a "Participant".

(b) The classification of any individual as an Employee shall be within the sole discretion of the Company and the decision of the Company shall be final, conclusive and binding upon all persons having or claiming to have any right or interest in or under the Plan.

2. RETIREMENT DATES.

(a) A Participant may retire on the first day of the month next following his 65th birthday (Normal Retirement Date) and receive the basic "Monthly Pension" hereinafter provided. A Participant who has not retired before the January 1 or July 1 next following his 68th birthday shall be retired by such date unless a later date is specifically approved by the Board of Directors of the Company.

(b) A Participant who has attained age 55 may elect to retire or may be retired at the option of the Company as of the first day of any month following his 55th birthday. If the retirement date is prior to the first day of the month next following the Participant's 65th birthday, it shall be known as his "Optional Early Retirement Date".

3. AMOUNT OF PENSION BENEFIT.

(a) The basic "Monthly Pension" payable to a Participant who retires on his Normal Retirement Date shall be an amount equal to the sum of the following:

(i) $3/4$ of 1% of the first \$650 of Participant's "Final Average Monthly Salary", plus

(ii) 1% of the Participant's "Final Average Monthly Salary" in excess of \$650

multiplied by the number of years of "Credited Service" to which the Participant is entitled; provided, however, that the basic Monthly Pension shall not be less than the minimum Monthly Pension provided for in Paragraph (b) below.

(b) The minimum Monthly Pension payable upon retirement at age 62 or later shall in no event be less than the following minimum amount for each year of "Credited Service" depending upon the maximum salary for the Job Classification on January 1, 1972:

<u>Minimum Monthly Pension Amount</u>	<u>Maximum Rate of Weekly Pay for Job Classifications as of January 1, 1972</u>
\$5.50	Less than \$131.20
5.75	\$131.20 but less than \$161.20
6.00	161.20 but less than 195.20
6.25	195.20 but less than 226.80
6.50	226.80 and above

For purposes of computing the minimum Monthly Pension upon retirement, the maximum salary for the Job Classification in which the Participant was assigned for the greatest number of calendar days during the 24 consecutive months immediately preceding the last day worked shall be used.

(c) The Monthly Pension payable to a Participant upon voluntary retirement on an Optional Early Retirement Date shall be the amount computed under Paragraph (a) or (b) of this Section, reduced as follows:

<u>Age At Optional Early Retirement Date</u>	<u>Percentage of Monthly Pension for Credited Service Up to Optional Early Retirement Date Which Shall Be Paid Commencing at Optional Early Retirement Date</u>
62 or over	100
61	93.3
60	86.7
59	80.8
58	75.2
57	69.4
56	63.5
55	57.9

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

(d) If a Participant is required by the Company to retire at an Optional Early Retirement Date, the Monthly Pension shall be the amount provided in Paragraph (a) of this Section payable without actuarial reduction. However, the Monthly Pension payable from the required Optional Early Retirement Date to age 62 shall in no event be less than twice the minimum Monthly Pension provided in Paragraph (b) of this Section payable without actuarial reduction. A Participant shall be considered to have been "required by the Company to retire" only if:

(i) The Company has made such request in writing, and

(ii) No job or position is made available to him by the Company (even if the available job or position involves a transfer or reassignment) and

(iii) The Participant has not been discharged for cause.

(e) If any retired Participant is subsequently employed by the Company or any subsidiary, such employment after retirement shall cause no change in the amount of any Monthly Pension otherwise payable under this or any Plan of the Company, during any such period or thereafter.

4. FINAL AVERAGE MONTHLY SALARY.

(a) For purposes of computing a Participant's Monthly Pension the term "Final Average Monthly Salary" shall mean his average monthly salary for the highest five consecutive years during the last ten years immediately preceding the last day worked prior to retirement or other termination of employment, excluding overtime, commissions, bonuses and any other special compensation.

(b) In determining Final Average Monthly Salary, the total base earnings for the five-year period shall be accumulated by calendar quarters. For this purpose the base salary at the end of each quarter shall be used. If base salary is weekly it shall be multiplied by 13; if monthly, by 3; and if stated for any other pay period by the standard number of pay periods within a quarter. If the five-year period does not coincide with the end of a calendar quarter, the base earnings for the beginning and ending fractional quarters shall be multiplied by the appropriate fractions of a quarter.

5. CREDITED SERVICE.

(a) For purposes of this Part I, "Credited Service" shall mean the period of full-time continuous employment by the Company (or, in the case of a United States citizen who is deemed to be an Employee by reason of Section 2 (d) (i) (C) of the Introduction, service with such foreign subsidiary) up to the date of the Participant's retirement or other termination of employment. Such determination shall be subject to the following rules:

(i) Absence for sickness for disability shall not break continuous employment and the period absent shall be included in Credited Service up to twelve months.

(ii) Absence on authorized leave of absence determined in accordance with uniform rules applicable to all Employees similarly situated shall not break continuous employment and the period absent shall be included in Credited Service.

(iii) Absence for service in the Armed Forces of the United States shall not break continuous employment if the Employee returns to work within 90 days of the first opportunity to do so, and the period absent shall be included in Credited Service.

(iv) Periods prior to the effective date the Employee became a Participant in this Plan and which were recognized as Credited Service under a tax qualified plan of the Company for which such Employee was eligible prior to such effective date shall be included in Credited Service hereunder.

(v) Employment by the Company shall include only service with the Company, its domestic subsidiaries and Joint Ventures during employment in the United States. Employment in the United States shall include employment outside the United States on assignments for the Company provided the Employee is paid from the United States.

(vi) The aggregate of all periods of employment by the Company prior to January, 1955, shall be deemed to be continuous in the case of an Employee who is on the payroll of the Company on or after September 1, 1971.

(vii) Absence for reduction in force shall not break continuous employment unless such period of absence exceeds the duration of recall rights as established by Company policy applicable to all Employees similarly situated but the period absent shall not be included in Credited Service.

(b) In determining the eligibility to participate in this Part I in the case of an Employee transferred to a position in the United States or on assignment from the United States, Credited Service shall include continuous prior employment outside of the United States with any of the Company's foreign branches, foreign subsidiaries, or foreign sales agents. In determining the amount of Monthly Pension payable to such an Employee, however, such continuous prior employment outside of the United States shall not be included in his period of Credited Service unless the Employee secures 10 or more years of Credited Service by employment in the United States by the Company and remains in such employment until he reaches the Optional Early Retirement Age.

6. VESTED TERMINATION.

(a) Any Participant who terminates employment before age 65, and who at the time of termination has 10 years or more of Credited Service, shall have a vested benefit based upon his Credited Service at the date of termination and computed at the rate of the Monthly Pension effective with respect to his Final Average Monthly Salary at the time of such termination in accordance with the Plan. The Monthly Pension shall be payable beginning at the age of 65, or the month of application, if later. However, if such termination is on or after age 55, the Participant shall have the option of electing Optional Early Retirement under Part I, Section 3(c).

(b) If the terminated Participant is subsequently re-employed by the Company in a position covered by the Plan, he shall have the status of a continuing Participant except for the period of absence. For purposes of computing the Participant's vested rights and benefits under the Plan upon his subsequent retirement or other termination of employment, such prior termination of employment shall not be deemed to be a break in his Credited

Service but the period during which such Participant was not employed by the Company shall be disregarded.

(c) Notwithstanding the generality of the foregoing, in the event of termination of employment of a Participant (other than a U. S. citizen who is deemed to be an Employee by reason of Section 2 (d) (i) (C) of the Introduction) prior to age 55, no service because of prior employment with a foreign subsidiary, foreign branch, or foreign sales agent shall be counted towards the Credited Service required for vesting, nor shall any such service arising from such prior employment be counted in determining the amount of a vested Monthly Pension unless the Participant has ten years of Credited Service at the beginning of such foreign service.

7. TRANSFERRED EMPLOYEES.

(a) In the event an Employee who has completed 10 years or more of Credited Service is transferred either (i) to a position within the Company so that he is no longer eligible for participation under this Part, or (ii) to a foreign subsidiary or sales agent (other than a foreign subsidiary with respect to which there is an agreement entered into by the Company under Paragraph 3121 (1) of the Internal Revenue Code), his participation in this Part shall be suspended. In that event no further Credited Service shall accrue on behalf of such transferred Employee until he again qualifies.

(b) Should an Employee whose participation is suspended in accordance with Paragraph (a) continue in active employment of the Company until retirement without again becoming eligible for participation hereunder, the Monthly Pension accrued for Credited Service prior to the date of such transfer shall be payable at the time, subject to the same rights, privileges, and actuarial reductions as provided in the pension plan under which the Employee retires. If such transferred Employee is not covered by a pension plan, such Monthly Pension shall be payable in accordance with the terms of this Part I applicable to retirements hereunder. Should the Employee terminate employment prior to retirement, the Monthly Pension accrued for Credited Service prior to the date of such transfer shall be payable hereunder in accordance with Section 6 with respect to Vested Terminations.

(c) In the event an Employee who has completed less than 10 years of Credited Service is transferred to a position within a domestic subsidiary (partially or wholly-owned) or joint venture of the Company, his participation in this Part shall be suspended. In that event, no further Credited Service shall accrue on behalf of such transferred Employee until he again qualifies under the requirements for participation in this Part. If the transferred Employee whose participation is suspended is subsequently re-employed by the Company in a position covered by the Plan after continuous service with such subsidiary or joint venture, he shall have the status of a continuing participant including the period of absence. In the event such transferred Employee terminates service with such domestic subsidiary or joint venture without

being immediately re-employed by the Company but after having completed 10 continuous years of Credited Service with the Company and service with such subsidiary or joint venture, he shall be entitled to the Monthly Pension accrued for Credited Service prior to his transfer, payable in accordance with Section 6 with respect to Vested Terminations.

8. REDUCTION IN MONTHLY PENSION.

The Monthly Pension shall be reduced by the total of the following amounts:

(a) The amount of any workmen's compensation or disability benefit receivable for a concurrent period by the Participant under any law, except to the extent such payments are provided by a specific tax or other payment paid by the Participant.

(b) Any Employer annuities purchased for the Participant prior to May 1, 1948, which have vested under Group Annuity Contract No. AC 285.

(c) Any monthly annuity provided under any plan or contract to which the Company or any of its subsidiaries, joint ventures, or sales agents have contributed and covering a period of employment considered in computing Credited Service under the Plan (except the deferred annuities, if any, purchased for the Participant by Union Bank as Trustee of Business Systems Incorporated Profit Sharing Retirement Plan); provided, however, that if the monthly annuity provided under such other plan or contract is in excess of the monthly benefit payable under this Plan for the same period of employment, the excess shall not reduce the monthly benefit payable hereunder.

(d) The amount of any deferred annuity purchased for the Participant by Union Bank as Trustee of Business Systems Incorporated Profit Sharing Retirement Plan under Contract AC 1824 with The Equitable Life Assurance Society of the United States, and covering employment prior to December 1, 1964, with Business Systems Incorporated, a California corporation, and Business Systems Company, an Arizona corporation. The reduction hereby provided shall be limited to the amount of \$2.80 per month for each year of service accepted as Credited Service under this Plan (including proportionate reduction for each full month of any fractional part of a year). If retirement occurs at other than age 65, or upon any basis different than the Normal Annuity Form provided in the contract, appropriate actuarial adjustment shall be effective even if the Participant elects to cancel said deferred annuity as provided under Contract AC 1824.

(e) The actuarial equivalent as a monthly annuity on the same basis as the Monthly Pension of any lump sum or other payments arising from profit sharing plans of the Company, its subsidiaries, joint ventures or any predecessor thereof, or severance provisions imposed by law or contract and attributable to periods of employment considered in computing Credited Service under the Plan to

the extent that such sums or payments are attributable to other than employee contributions or taxes.

(f) In the case of a Participant whose period of Credited Service includes employment outside of the United States, the amount, if any, by which any benefit provided under local law of a foreign country or states exceeds the Social Security Benefit payable at the time to a comparable employee covered under the Social Security Act.

(g) The actuarial equivalent as a monthly life annuity of the amount of any substantial social benefit payable at termination of employment and created in favor of a Participant by any foreign country or state pursuant to which the Company or any of its subsidiaries, joint ventures, or sales agents is required to make payments to or for the benefit of such Participant either directly or indirectly through taxation, insurance or otherwise.

9. FORM OF PENSION BENEFIT.

The Normal form of Monthly Pension shall be a Life Annuity which provides equal monthly payments commencing at the Participant's retirement date and continuing during his lifetime. The annuity shall terminate with the last monthly payment preceding the Participant's death.

10. OPTIONAL JOINT AND SURVIVOR ANNUITY FORM.

(a) In lieu of the Normal form of Monthly Pension, a Participant may elect to receive his Monthly Pension in the form of a Joint and Survivor Annuity upon actuarial reductions which will provide for a lesser sum to be paid during his lifetime, and the payment of 50%, 75% or 100% of his benefit to his spouse (Joint Annuitant) for life. Such election will be permitted prior to the retirement date elected by the Participant.

(b) If a Participant continues in employment after age 62, he may elect the Joint and Survivor Annuity thereafter at any time prior to actual retirement.

(c) If either the Joint Annuitant or the Participant dies prior to the date the Monthly Pension commences and prior to the date the Participant attains age 62, the election shall be void and shall become inoperative.

(d) The election of a Joint and Survivor Annuity option shall be irrevocable after it has been in effect for 30 days and the Participant has attained age 62. Accordingly, if a Participant who has attained age 62 dies during active employment and after such election has been in effect for 30 days or more, the election shall be effective and the benefits shall be paid to the designated Joint Annuitant in accordance with the election. If the designated Joint Annuitant should die prior to the Participant's retirement but after he has attained age 62, the election shall similarly continue to be effective.

Proof of the age of the Joint Annuitant satisfactory to the Company shall be furnished within 90 days from the designated day for the Participant's retirement.

11. SURVIVING SPOUSE BENEFIT.

In the event of the death of a Participant prior to his actual retirement and after attaining age 55 but before attaining age 62 his Surviving Spouse, if any, shall be entitled to a "Surviving Spouse Benefit" in an amount equal to 50% of the monthly pension which the Participant would have been entitled to receive if he had elected a 50% Joint and Survivor Annuity option and had elected to retire on the first of the month succeeding the month in which death occurred. Such monthly pension payments shall commence on the first day of the month next following the date of death of the Participant and shall terminate with the last monthly payment coincident with the date of death of the Participant's Surviving Spouse.

PART II

PROVISIONS FOR CONTRIBUTING EMPLOYEES

1. ELIGIBLE EMPLOYEES.

(a) A "Contributing Employee" is an Employee who has contributions in the Pension Fund which he made under either the Group Annuity Contract or the Plan while employed by the Company.

(b) An Employee who completes five years of service (continuous or non-continuous) may elect to commence contributions to the Plan on the first of any month following his 30th birthday and before his 65th birthday and shall evidence such election by his signature on the required form.

(c) An Employee who withdraws his contributions from the Plan may elect to resume contributions to the Plan as of the first of any month following six months after the date of the withdrawal and before his 65th birthday.

2. CONTRIBUTIONS.

(a) After December 31, 1971, a Contributing Employee shall contribute at the annual rate of 3% of his first \$9,000 of annual base rate of earnings, excluding overtime pay, commissions, bonuses and other extra compensation, and 6% of such earnings in excess of \$9,000 up to \$50,000. If the amount of wages subject to Social Security tax is changed from \$9,000 in a calendar year a corresponding adjustment shall be made in the amounts of annual base rate of earnings subject to the 3% and 6% rates of contributions under this Plan.

(b) The annual base rate of earnings for an Employee paid by the week shall be determined by multiplying his weekly base rate as of December 1 each year by 52 (the number of normal work-weeks in a year).

(c) The annual base rate of earnings for an Employee paid by the month shall be determined by multiplying his base monthly rate as of December 1 each year by 12 (the number of normal work-months in a year).

(d) A Contributing Employee's rate of contributions, having once been determined as of December 1, shall continue unchanged for the succeeding calendar year regardless of changes in his annual base rate of earnings during such year.

(e) A Contributing Employee may, but shall not be required to contribute when he is not receiving earnings during an authorized leave of absence up to six months or during sickness up to six months. Neither the Company nor the Contributing Employee

shall make any contribution during the period while the Contributing Employee is receiving benefits provided for total and permanent disability under the Group Benefits Plan.

(f) If a Contributing Employee's net earnings for any pay period are less than \$10 after making all other authorized or required deductions from his gross earnings, no contributions shall be deducted, but the Contributing Employee may pay to the Company the amount of his contributions for such period.

(g) A Contributing Employee shall not contribute to the Plan after the first of the month next following his 65th birthday.

3. RETIREMENT DATES.

(a) A Contributing Employee may elect to retire as of the first of any month following his 55th birthday. If the retirement date elected is prior to the first of the month next following the Contributing Employee's 65th birthday, it shall be known as the Optional Early Retirement Date. If the retirement date elected is after the first of the month next following the Contributing Employee's 65th birthday, it shall be known as the Deferred Commencing Date.

(b) A Contributing Employee who has not retired before the January 1 or July 1 next following his 68th birthday shall be retired by such date, unless a later date is specifically approved by the Board of Directors of the Company or is authorized under a retirement policy of the Company in force at such time for a particular group of Employees which includes the Contributing Employee.

(c) A Contributing Employee who is receiving total and permanent disability benefits under the Company's Group Benefits Plan shall be retired as of the first of the month next following his 65th birthday, or at an Optional Early Retirement Date elected by him.

(d) The election of an Optional Early Retirement Date and any changes in such date shall be subject to the following conditions and restrictions:

(i) The Optional Early Retirement Date may be elected or changed only on the required form filed prior to the Optional Early Retirement Date requested.

(ii) If a Contributing Employee who shall previously have elected to receive a Joint and Survivor Annuity requests an Optional Early Retirement Date which falls within five years of the date of the request evidence satisfactory to the Company of the good health of the Contributing Employee at the time of election of such Optional Early Retirement Date shall be required. If such evidence of good health is not furnished, the Contributing Employee may nevertheless elect to have the annuity payments commence at the Optional Early Retirement Date requested on the following basis:

Annuity payments shall be on the Normal Annuity form but, if both the Contributing Employee and the previously designated Joint Annuitant are living on the first of the month next following the Contributing Employee's 65th birthday, annuity payments then and thereafter payable shall be made on the Joint and Survivor Annuity form.

(iii) Evidence satisfactory to the Company of the good health of a Contributing Employee at the time of request for an Optional Early Retirement Date shall be required if the Contributing Employee is not employed by the Company unless such request is filed either within 90 days after the termination of the Contributing Employee's employment with the Company or at least five years prior to the Optional Early Retirement Date so requested.

(iv) Evidence satisfactory to the Company of the good health of a Contributing Employee, and of a previously designated Joint Annuitant, shall be required at the time of request for any change in the Optional Early Retirement Date unless the request is filed at least five years prior to both the Optional Early Retirement Date previously elected and the requested Optional Early Retirement Date.

(e) The election of a Deferred Commencing Date and any changes in such date shall be subject to the following conditions and restrictions:

(f) The election or any change may be made only by a Contributing Employee while he is employed by the Company.

(ii) If a Contributing Employee continues in the Company's employment after the first of the month next following his 65th birthday, the Deferred Commencing Date shall be deemed to be the first of the month coinciding with or next following the occurrence of the earliest of the following events:

(1) The termination of the Contributing Employee's employment with the Company.

(2) The death of the Contributing Employee, if the Joint and Survivor Annuity shall have been elected and the designated Joint Annuitant is living on such first of the month.

(3) The expiration of five years after the first of the month next following the Contributing Employee's 65th birthday.

4. AMOUNT OF CONTRIBUTORY ANNUITY.

(a) The amount of the annuity payable monthly on the Normal Annuity form to a Contributing Employee who retires the first of

THE MONTHLY BENEFIT FOLLOWING HIS 65th birthday shall be the sum of the following:

- (i) A monthly annuity equal to 1/36 of the Contributing Employee's contributions to the Plan after September 30, 1954.
- (ii) The monthly annuity, if any, purchased for the Contributing Employee under the Group Annuity Contract, and the remaining part of the supplemental annuity, if any, which the Company may purchase after September 30, 1954 to provide the total supplemental annuity for which the Contributing Employee was eligible under the provisions of the Group Annuity Contract.

(b) If the Contributing Employee retires at an Optional Early Retirement Date the monthly annuity provided under Paragraph 4 (a) above shall be reduced as follows:

(i) Annuities Purchased After September 30, 1954.

<u>Age at Optional Early Retirement Date</u>	<u>Percentage of Monthly Annuity at Age 65 Which Shall Be Paid Commencing at the Optional Early Retirement Date</u>	
	<u>Male</u>	<u>Female</u>
64	92%	93%
63	85%	86%
62	78%	81%
61	73%	76%
60	68%	71%
59	63%	67%
58	60%	63%
57	56%	59%
56	53%	56%
55	50%	53%

An adjustment shall be made by straight line interpolation for ages which are not integral.

(ii) Annuities Purchased Before October 1, 1954.

The percentage of monthly annuity at age 65 which shall be paid commencing at the Optional Early Retirement Date shall be as provided by the Group Annuity Contract.

(c) If the Contributing Employee retires at a Deferred Commencing Date, the monthly annuity provided under Paragraph 4 (a) above shall be increased as follows:

<u>Age at Deferred Commencing Date</u>	<u>Percentage of Monthly Annuity at Age 65 Which Shall Be Paid at Deferred Commencing Date</u>	
	<u>Male</u>	<u>Female</u>
66	108%	107%
67	117%	114%
68	126%	122%
69	136%	130%
70	146%	139%

An adjustment shall be made by straight line interpolation for ages which are not integral.

(d) If the monthly annuity payments are made on the Joint and Survivor Annuity form, the amount of the monthly payments thereunder shall be equal to a percentage of the amount of the monthly payments that would otherwise have been payable on the Normal Annuity form at the Contributing Employee's retirement date. Such percentage shall be determined in accordance with Table 1 for annuities purchased after April 30, 1948 and as provided by the Group Annuity Contract for annuities purchased before May 1, 1948.

(e) The monthly annuity for a Contributing Employee who contributed prior to May 1, 1948 under either Group Annuity Contract No. AC 285 or Group Annuity Contract No. AC 435 shall not be less than it would have been if those contracts had continued unchanged.

5. NORMAL ANNUITY FORM.

Unless either a Joint and Survivor Annuity or an Optional Temporary Annuity is elected, the monthly annuity for a Contributing Employee shall be a modified cash refund annuity which provides equal monthly payments to him commencing at his retirement date and continuing during his lifetime. The annuity shall terminate with the last monthly payment preceding his death, but if at such death the sum of all the monthly payments which shall have become due shall be less than the Minimum Return provided in such case then such Minimum Return shall be paid as provided in Paragraph 8 entitled Minimum Return.

6. JOINT AND SURVIVOR ANNUITY FORM.

(a) The Joint and Survivor Annuity form shall be a cash refund annuity which provides reduced monthly payments to a Contributing Employee commencing at his retirement date and continuing payments after his death to the Joint Annuitant designated by him, provided the Joint Annuitant survives him. The annuity shall terminate with the last monthly payment preceding the second death, but if at such death the sum of all monthly payments is

less than the Minimum Return provided in such case, then such Minimum Return shall be paid as provided in Paragraph 8.

(b) Subject to the following conditions and restrictions, a Contributing Employee may elect the Joint and Survivor Annuity form in lieu of the Normal Annuity form:

(i) The election may be made only on the required form filed before the first of the month next following the Contributing Employee's 65th birthday or before his elected Optional Early Retirement Date. The Contributing Employee shall designate on such form the Joint Annuitant and the percentage of the monthly payments to the Contributing Employee to be continued to the Joint Annuitant. The designation of any person as Joint Annuitant shall not constitute such person a beneficiary with respect to the Minimum Return. Proof of the age of the designated Joint Annuitant satisfactory to the Company shall be furnished within 90 days from the date of filing the request for the Joint and Survivor Annuity.

(ii) Evidence satisfactory to the Company of the Contributing Employee's good health shall be required unless the request for the Joint and Survivor Annuity is filed at least five years prior to the first of the month next following his 65th birthday, or at least five years before his elected Optional Early Retirement Date.

(iii) Neither the form of the annuity, the designated Joint Annuitant nor the amount payable to the Joint Annuitant may be changed without the written consent of the Company, unless the request for such change is filed at least five years before the first of the month next following the Contributing Employee's 65th birthday or at least five years before his elected optional Early Retirement Date. The consent of the designated Joint Annuitant shall not be required for such changes.

(iv) If the designated Joint Annuitant should die before the first of the month next following the Contributing Employee's 65th birthday, or before his elected Optional Early Retirement Date, payments to the Contributing Employee shall be made on the Normal Annuity form instead of the Joint and Survivor Annuity form. If the designated Joint Annuitant should die after the Contributing Employee's retirement, or on or after the first of the month next following the Contributing Employee's 65th birthday even though he has not then retired, payments to him shall be made on the Joint and Survivor Annuity form.

(v) If the Contributing Employee should die before the first of the month next following his 65th birthday, or before the elected Optional Early Retirement Date, the Joint Annuitant shall not be entitled to receive any annuity payments. If the Contributing Employee should die after his retirement, or on or after the first of the month next following his 65th

birthday even though he has not then retired, payments to the Joint Annuitant shall be made on the Joint and Survivor Annuity form.

7. OPTIONAL TEMPORARY ANNUITY FORM.

Upon retirement at an Optional Early Retirement Date, a Contributing Employee may elect with the Company's consent to convert a portion of his lifetime retirement annuity to an actuarially equivalent Optional Temporary Annuity, which shall provide for monthly payments commencing at the Contributing Employee's retirement date and terminating with the monthly payment next preceding his 62nd birthday or the date of his death, whichever shall first occur. Any payments made under the Optional Temporary Annuity form shall be included in the sum of annuity payments which enters into the determination of the Minimum Return. An election of the Optional Temporary Annuity may be made on the required form. If the election is made after termination of employment with the Company, satisfactory evidence of the Employee's good health at the date of the request shall be required unless the request is filed either within 90 days after termination of employment or more than five years prior to the Employee's retirement date.

8. MINIMUM RETURN.

The Minimum Return of a Contributing Employee shall be an amount equal to his total contributions to the Plan plus Allowable Compound Interest, less the sum of all the annuity payments with respect to the Contributing Employee which shall have become due prior to his death where the Normal Annuity form is applicable, or prior to the death of the survivor of the Employee and his Joint Annuitant where the Joint and Survivor Annuity form is applicable. Upon receipt of due proof of the death of the Employee or his Joint Annuitant, as the case may be, the amount of such Minimum Return shall be paid in a single sum to the beneficiary authorized to receive such payment.

9. BENEFICIARY.

(a) A Contributing Employee may designate by written notice (with the right to change such designation from time to time) a Beneficiary to receive the Minimum Return. If there is no Beneficiary designated and surviving at the death of the Contributing Employee or his Joint Annuitant, as the case may be, payment of such sum shall be made to the first surviving class of the following classes of successive preference beneficiaries: The Contributing Employee's (i) widow or widower; (ii) surviving children; (iii) surviving parents; (iv) surviving brothers and sisters; or (v) executors or administrators.

(b) In the absence of the appointment of a legal guardian, any

..... payable to a minor may be paid at a rate not exceeding \$50 a month to such adult or adults as have in the opinion of the Insurance Company assumed the custody and principal of such minor.

10. OPTIONAL MODES OF SETTLEMENT.

A Contributing Employee may elect (with the right to revoke or to change such election) to have the whole or any part of the Minimum Return paid in installments or in any other manner that may be agreed to by the Insurance Company, the amount and terms of payment to be in accordance with the Insurance Company's rules in effect at the time of election. A Beneficiary may make such an election after the Contributing Employee's death if the Minimum Return is payable in a single sum. After the Contributing Employee's death the Beneficiary may also elect (with the right to revoke or change such election) a successor Beneficiary to receive any amount which, in the absence of such designation, would be payable to the Beneficiary's executors or administrators. Any election, revocation, or request for change shall be filed on the required form.

11. WITHDRAWAL OF CONTRIBUTIONS.

(a) In lieu of any benefits otherwise provided in Part II hereof, except as provided in Paragraph 11 (b), a Contributing Employee may elect to withdraw all but not part of his contributions at any time prior to retirement, provided no election of a Joint and Survivor Annuity is then in effect. Upon receipt of such election there shall be paid to the Contributing Employee the amount of his contributions to the Plan plus Allowable Compound Interest. Such withdrawal benefits may be paid in equal monthly installments and not to exceed twelve in number, plus Allowable Compound Interest on the amount of each installment from the effective date of withdrawal to the due date of the installment.

(b) An Employee who joined the Plan before May 1, 1948, under Contract AC 285 and who has at least 10 years of accumulative service, shall receive the annuity purchased by the Company's contributions under Contract AC 285 prior to May 1, 1948, even though his contributions are withdrawn.

12. RESTRICTIONS IF EMPLOYMENT IS TERMINATED.

If a Contributing Employee's employment with the Company should terminate before his 55th birthday and before he has completed at least ten years of accumulative service with the Company, he will receive only the portion of the Contributory Annuity purchasable by his own contributions. Such an annuity shall be determined under Table No. III of the Appendix. However, a Contributing Employee who shall have completed ten years of accumulative service with the Company shall be entitled to the Contributory Annuity purchasable by both his and the Company's contributions.

**13. CONTINUATION OF ELECTIONS AND
DESIGNATIONS AND CHANGES.**

All elections and designations which were in effect under the Group Annuity Contract shall continue in effect under the Plan until changed by the Employee in accordance with the Plan. Any such change when made under the Plan shall also be applicable to the Group Annuity Contract.

PART III

GENERAL ADMINISTRATIVE PROVISIONS

1. ADMINISTRATION.

The Plan shall be administered by the Company. The Company shall from time to time establish rules and provide forms for the administration of the Plan. Forms and notices which are required to be filed by the Employees shall be filed with the Company or at the home office of the Insurance Company. The Company shall keep the records and may adopt the actuarial tables required under the Plan. The Company shall have the exclusive right to interpret the Plan and to decide any matters arising thereunder in the administration and operation of the Plan.

2. PENSION FUND.

(a) The benefits provided by the Plan shall be discharged from moneys contributed in the past by the Company and the Contributing Employees under the Group Annuity Contract, and moneys contributed hereafter by the Company and Contributing Employees under the Plan. All such money shall collectively be known as the "Pension Fund".

(b) At no time prior to the satisfaction of all liabilities under the Plan to Employees, Joint Annuitants and Beneficiaries, shall any part of the corpus or income of the Pension Fund be used for or diverted to any other purpose than for their exclusive benefits.

(c) Contributions by the Contributing Employees, and contributions by the Company shall be held as follows:

(i) Any annuities in force under the Group Annuity Contract for the Contributing Employees shall continue to be held under the Group Annuity Contract by the Insurance Company.

(ii) Contributions of the Contributing Employees and contributions by the Company shall be held in whole or in part in the Purchase Payment Fund with the Insurance Company or in a Trust Fund(s) with a Trustee(s).

(d) The amounts of contributions by the Company to the Pension Fund shall be as determined by it from time to time after considering the advice of an independent actuary appointed by the Company. It is the intention of the Company to contribute such amounts as shall pay the cost of the Contributory Annuity in excess of the portion thereof attributable to the contributions by the Contributing Employees and shall pay the entire cost of the Non-Contributory Annuity. The Company may for any reason suspend or reduce its contribution to the Plan. The obligations of the Company under

... TO THE EXTENT OF THE PENSION FUND at any time. Forfeitures arising from severance of employment, death, or for any other reason shall not be applied to increase the benefits any Employee would otherwise receive under the Plan at any time prior to the complete discontinuance of the Company's contributions. Amounts arising from such forfeitures shall be used to reduce the Company's contributions hereunder.

(e) An insurance contract or trust agreement may contain any terms or provisions satisfactory to the Company and the Insurance Company or Trustee, as the case may be. Such contracts or agreements shall be available for inspection at the home office of the Company.

3. PAYMENT PROVISIONS.

(a) The monthly annuity provided for a Contributing Employee shall be purchased from the Insurance Company when he retires. The monthly annuity provided for a non-contributing Employee may be purchased from the Insurance Company when he retires or may be otherwise provided by the Company. Any annuity purchased from the Insurance Company shall provide for direct payments by the Insurance Company to the retired Employee, and shall be evidenced by an individual certificate setting forth the amount and terms of payment of the annuity.

(b) An Employee, Beneficiary, or Joint Annuitant hereunder shall have no right to assign, transfer, hypothecate, encumber, commute or anticipate his interest in any payments under this Plan, and such payments shall not in any way be subject to any legal procedures to levy upon or attach the same for payment for any claim against any Employee, Beneficiary, or Joint Annuitant, unless these restrictions may be contrary to the laws of any state having jurisdiction in the premises.

(c) If any annuity is payable in an amount of less than \$10 a month, payment may be made at such intervals as will make the payments amount to at least \$10 each, or, if less than \$3.34 a month is involved, a single cash payment shall be made to the Employee in lieu of the annuity. If the election of an Optional Early Retirement Date or a Joint and Survivor Annuity would result in monthly payments to any person of less than \$3.34 each, such election shall not become operative except upon the specific consent in writing of the Company.

(d) If a payee entitled to receive payments under the Plan is incompetent to receive such payments and to give a valid release therefor, and if no guardian committee, or other representative of the estate of such payee shall have been duly appointed, such payments may be made to the person or institution maintaining or having custody of such payee, and any such payment shall be in complete discharge of any and all liability under the Plan for such payment.

(e) In case of misstatement or error, there shall be no liability for any greater payment than that which would be payable on the basis of the true facts. Overpayments may be deducted from and underpayments may be added to any payments due under the Plan, or shall be otherwise corrected.

4. AMENDMENT, SUSPENSION OR DISCONTINUANCE.

(a) The Company reserves all rights at any time or from time to time to amend, suspend or discontinue the Plan, in whole or in part, including the right to make any amendment to a contract with the Insurance Company, or to a trust agreement with the Trustee and the right to amend any rules adopted by the Company for the administration of the Plan. No retroactive amendment shall be made unless required to qualify or retain the qualification of the plan under the Internal Revenue Code or any other law.

(b) In the event of termination of the Plan or upon complete discontinuance of contributions for the purpose of terminating the Plan, the following provisions shall apply:

(i) No annuity of a then Contributing Employee purchased or purchasable by Company contributions shall be cancelled thereafter unless the annuity of a non-contributing Employee shall be elected.

(ii) The portion of the Pension Fund represented by the contributions of Contributing Employees plus Allowable Compound Interest which has not been used to purchase annuities from the Insurance Company shall be held in a Pension Purchase Fund with an Insurance Company to provide for future withdrawals or for the benefits attributable to such contributions.

(iii) The remainder of the Pension Fund which has not been used to purchase annuities from the Insurance Company shall be held in a Pension Purchase Fund with an Insurance Company or in a Trust Fund with a Trustee to be used in the following order, to the extent not provided for above:

First: To provide for the retired Contributing Employees (including those Contributing Employees who are eligible to retire but who had not done so) the monthly annuities to which they are then entitled under the Plan and which are attributable to Company contributions irrespective of whether such Employees retired (or were entitled to retire in the case of Employees still active) on Normal or Optional Retirement Date.

Second: To provide for or on account of all other active Contributing Employees the monthly annuities accrued under the Plan as of the date of termination of the Plan and which are attributable to Company contributions.

To provide for or on account of the retired non-contributing Employees (including those non-contributing Employees who are eligible to retire but who had not done so) the monthly annuities to which they are then entitled under the Plan irrespective of whether they retired (or were entitled to retire in the case of Employees still active) at Normal or Optional Retirement Date.

Fourth: To provide for or on account of non-contributing Employees and former non-contributing Employees with vested benefits under the Plan who had reached age 40 and had completed 10 years of Credited Service as of January 1, 1972, the monthly annuities accrued for their benefit under the Plan as of the date of termination of the Plan.

Fifth: To provide for or on account of non-contributing Employees and former non-contributing Employees with vested benefits under the Plan who had completed 10 years of Credited Service, the monthly annuities accrued for their benefit as of the date of termination of the Plan.

Sixth: To provide for or on account of all other non-contributing Employees the monthly annuities accrued for their benefit under the Plan to the date of termination of the Plan.

Seventh: The balance, if any, of the Pension Fund remaining after the satisfaction of all liabilities for the value of the benefits accrued under the Plan as of the date of termination shall be returned to the Company.

(c) In making the foregoing allocation, assets which the Company shall deem sufficient shall first be allocated to provide in full the benefits of each class before allocating any asset to any subsequent class. If the remaining funds are insufficient to provide in full the benefits for any class, the benefits for the class shall be reduced pro rata.

(d) The foregoing allocations may be implemented through the continuance of the existing Pension Fund, or through a new Trust instrument for that purpose, or through the purchase of insurance company annuity contracts, or by lump sum settlements, or by a combination of these methods as determined by the Company.

5. PARTIAL TERMINATION.

(a) If at any time a group of Employees who have been covered by the Plan shall be excluded as a result of a partial termination of the Plan as declared by the Company, the Company shall provide for the determination of the pro rata share of the Pension Fund allocable to the excluded group. The rights of such Employees to benefits accrued to the date of such partial termination, to the extent then funded shall be vested. The amount of such pro rata share shall be determined as of the effective date of such partial

termination on the basis of the participating Employees, retired Employees and their beneficiaries included in the group so excluded from the Plan.

(b) The amount determined in accordance with subparagraph (a) shall be applied to provide the benefits for the excluded Employees and their beneficiaries in the order of priority applicable to the allocation of Pension Fund assets in the event of complete termination of the Plan as set forth in Paragraph 4 of the Plan.

**6. PROVISIONS CONCERNING TRANSFERS
UPON PARTIAL TERMINATION.**

(a) The provisions of this Paragraph shall apply to participating Employees who are excluded from the Plan as a result of a partial termination under Paragraph 5 and who are transferred to a Related Employer (as hereinafter defined) coincidental with such partial termination.

(b) For purposes of this Paragraph the following definitions shall apply:

(i) The term "Related Employer" shall mean a corporation association, joint venture or partnership designated by the Board of Directors. Without limiting the right of the Board to make such designation, the term may include any such organization which succeeds to all or any part of the assets of the Company by reason of sale, transfer, assignment, lease, merger, or otherwise, or which enters into a contract with the Company for the promotion of their mutual business interests.

(ii) The term "Transferred Employee" shall mean an Employee who is a part of a group of Employees excluded from the Plan and transferred to a Related Employer coincidental with a partial termination of the Plan.

(iii) The term "Vested NCR Benefit" shall mean the monthly annuity benefit which shall become vested in an Employee under the provisions of Paragraph 5 by reason of the partial termination of the Plan and which is fully funded under the allocation rules therein provided on the basis of actuarial assumptions and methods followed in the administration of the Plan.

(iv) The term "Additional NCR Benefit" shall mean that portion, if any, of the amount of monthly annuity accrued under the Plan on behalf of a Transferred Employee as of the date of partial termination and which was not funded under the allocation rules of Paragraph 5.

(c) The Company intends, subject to the provisions of Paragraph 2 (c) of this Part III to contribute to the Pension Fund such amounts as shall be necessary to pay the cost of the Additional NCR benefit

of an independent actuary appointed by the Company.

(d) The portion of the Pension Fund determined to be allocable to Transferred Employees pursuant to the provisions of Paragraph 5 shall be retained in the Pension Fund and held and managed for the benefit of such Employees until such time as their employment shall terminate.

(e) Upon reaching Normal or Optional Retirement Date and retiring from a Related Employer, a Transferred Employee shall be entitled to receive his vested NCR benefit in accordance with the provisions of the plan the same as if he had continued with the Company and had then retired from the Company. In addition, such retired Employee shall be entitled to receive his Additional NCR Benefit if at that time he has completed 10 years of continuous service with the Company and the Related Employer.

(f) In the event of the termination of employment of a Transferred Employee prior to retirement or death and prior to completing 10 years of continuous service with the Company and the Related Employer, he shall be entitled to receive his Vested NCR Benefit commencing at his Normal Retirement Date, as defined in the Plan, provided he is then living. If the services of a Transferred Employee are terminated after he had completed 10 years of continuous service with the Company and the Related Employer, he shall receive in addition to his Vested NCR Benefit his Additional NCR Benefit commencing at his Normal Retirement Date, provided he is then living.

7. RIGHT OF THE COMPANY TO TERMINATE EMPLOYMENT:

Nothing contained in the Plan shall be deemed to give an Employee the right to be retained in the Company's employment, or to interfere with the Company's right to terminate the employment of, or to retire, any Employee at any time.

8. TEMPORARY BENEFIT RESTRICTIONS.

If the Plan is terminated, or as long as the current costs thereof have not been met at any time during the 10-year period beginning January 1, 1972, the Monthly Pension which any of the highest paid Participants may receive under the Retirement Plan shall not exceed his unrestricted benefits at that time. If at the end of such 10-year period, the full current costs have not been met, the restrictions will continue to apply until full current costs are funded for the first time. These conditions shall not prohibit the payment of the full Monthly Pension called for by the Plan to a Joint Annuitant of a former Participant who died while the Plan is in full effect and the current costs have been met. Current payments of Monthly Pension benefits made prior to termination (or failure to meet current costs) are not restricted.

For the purposes of this paragraph:

(a) The term "Highest Paid Participating Employee" shall mean such of the 25 highest paid Participants on January 1, 1972, whose anticipated annual pension benefit determined under the Retirement Plan at Normal Retirement Date exceeds \$1,500:

(b) The term "Unrestricted Benefits" shall mean the Monthly Pension under the Plan payable to the Participant or his Joint Annuitant which has been provided by Company contributions not exceeding the largest of the following amounts:

(i) The Company contributions (or funds attributable thereto) which would have been applied to provide the benefits for the Participant if the Retirement Plan as it existed prior to January 1, 1972, had been continued without change; or

(ii) \$20,000; or

(iii) The sum of (a) the Company contributions (or funds attributable thereto) which would have applied to Participants under the Retirement Plan if it had been terminated on December 31, 1971, and (b) an amount equal to 20% of the first \$50,000 of the Participant's annual earning rate on January 1, 1972, multiplied by the number of years since that date; and

(c) Full current costs will have been met as long as the unfunded costs of the Company under the Plan for benefits payable thereunder do not exceed the amount of such unfunded costs as of January 1, 1972.

SUPPLEMENTAL NO. 1

A Supplemental Monthly Benefit shall be payable in the amount of \$1.00 for each year of Credited Service, including proportionate credit for each full month of any fractional part of a year to each former employee who --

- (a) retired prior to September 1, 1957
- (b) was age 55 or older at the time of his retirement or other termination of employment, and
- (c) was either eligible for retirement income under this Plan or would have been so entitled had the Plan been in effect at the time of his retirement or termination of employment.

The Supplemental Monthly Benefit shall commence with the first Basic Monthly Benefit payable after December 31, 1968 (or deemed payable in accordance with the foregoing) and shall terminate with the last monthly payment preceding the employee's death, regardless of the form of the benefit otherwise payable hereunder. In no event shall an employee's Supplemental Monthly Benefit exceed an amount which, when added to his Basic Monthly Benefit, equals the Basic Monthly Benefit payable hereunder to an employee retiring after December 31, 1968, with the same number of years of Credited Service.

TABLE I

**JOINT AND SURVIVOR ANNUITIES
NON-CONTRIBUTORY PLAN**

Table I consists of five sections listing the percentages of the Normal Annuity payable on the Joint and Survivor Annuity form under the conditions shown.

An Employee may elect to have the payment to his surviving Joint Annuitant be 100%, 75%, or 50% of the payments made to him during his lifetime. An Employee may elect his spouse as Joint Annuitant.

The payments on the Joint and Survivor Annuity form under conditions now shown in this Table shall be supplied on request.

TABLE I -- SECTION 1

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee and continuing to his surviving Joint Annuitant when the monthly payments to each is the same.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE				
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>	<u>68</u>
55	80.2%	73.1%	69.8%	64.4%	58.6%
56	81.0	74.0	70.7	65.3	59.6
57	81.9	74.9	71.7	66.3	60.5
58	82.7	75.9	72.6	67.3	61.5
59	83.5	76.8	73.6	68.3	62.5
60	84.3	77.8	74.6	69.3	63.6
61	85.1	78.7	75.6	70.4	64.6
62	85.9	79.7	76.7	71.5	65.8
63	86.6	80.7	77.7	72.6	66.9
64	87.4	81.6	78.7	73.7	68.1
65	88.1	82.6	79.8	74.9	69.3

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is 75% of the payment to the Employee.

<u>AGE OF FEMALE JOINT ANNUITANT</u>	<u>AGE OF MALE EMPLOYEE</u>				
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>	<u>68</u>
55	84.4%	78.4%	75.5%	70.7%	65.4%
56	85.1	79.1	76.3	71.5	66.3
57	85.7	79.9	77.1	72.4	67.1
58	86.4	80.7	78.0	73.3	68.1
59	87.1	81.5	78.8	74.2	69.0
60	87.7	82.4	79.7	75.1	69.9
61	88.4	83.2	80.5	76.0	70.9
62	89.0	84.0	81.4	77.0	71.9
63	89.6	84.8	82.3	77.9	72.9
64	90.2	85.6	83.2	78.9	74.0
65	90.8	86.3	84.0	79.9	75.0

TABLE I -- SECTION 3

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is 50% of the payment to the Employee.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE				
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>	<u>68</u>
55	89.0%	84.4%	82.2%	78.3%	73.9%
56	89.5	85.1	82.8	79.0	74.6
57	90.0	85.7	83.5	79.7	75.4
58	90.5	86.3	84.2	80.4	76.2
59	91.0	86.9	84.8	81.2	76.9
60	91.5	87.5	85.5	81.9	77.7
61	91.9	88.1	86.1	82.6	78.5
62	92.4	88.7	86.8	83.4	79.3
63	92.8	89.3	87.4	84.1	80.2
64	93.3	89.9	88.1	84.9	81.0
65	93.7	90.5	88.7	85.6	81.8

TABLE 1 SECTION 7

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee and continuing to his surviving Joint Annuitant when the monthly payments to each is the same, i. e. 100%.

<u>AGE OF MALE JOINT ANNUITANT</u>	<u>AGE OF FEMALE EMPLOYEE</u>				
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>	<u>68</u>
55	89.2%	84.3%	81.9%	77.0%	72.9%
56	89.8	85.1	82.8	78.7	74.0
57	90.4	85.9	83.6	79.7	75.0
58	91.0	86.6	84.5	80.7	76.1
59	91.5	87.4	85.3	81.6	77.1
60	92.1	88.1	86.1	82.6	78.2
61	92.6	88.8	87.0	83.5	79.3
62	93.1	89.6	87.8	84.5	80.4
63	93.6	90.3	88.6	85.4	81.5
64	94.1	90.9	89.3	86.3	82.5
65	94.5	91.6	90.0	87.2	83.6

TABLE I -- SECTION 5

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is 75% of the payment to the Employee.

<u>AGE OF MALE JOINT ANNUITANT</u>	<u>AGE OF FEMALE EMPLOYEE</u>				
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>	<u>68</u>
55	91.7%	87.7%	85.8%	82.4%	78.2%
56	92.2	88.4	86.5	83.2	79.1
57	92.6	89.0	87.2	84.0	80.0
58	93.1	89.6	87.9	84.8	80.9
59	93.5	90.2	88.6	85.6	81.8
60	93.9	90.8	89.2	86.3	82.7
61	94.3	91.4	89.9	87.1	83.6
62	94.8	92.0	90.5	87.9	84.5
63	95.1	92.5	91.2	88.7	85.4
64	95.5	93.0	91.8	89.4	86.3
65	95.8	93.5	92.3	90.1	87.2

TABLE I -- SECTION 6

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is 50% of the payment to the Employee.

<u>AGE OF MALE JOINT ANNUITANT</u>	<u>AGE OF FEMALE EMPLOYEE</u>				
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>	<u>68</u>
55	94.3%	91.5%	90.0%	87.5%	84.4%
56	94.6	91.9	90.6	88.1	85.0
57	95.0	92.4	91.1	88.7	85.7
58	95.3	92.8	91.6	89.3	86.4
59	95.6	93.3	92.1	89.9	87.1
60	95.9	93.7	92.6	90.5	87.8
61	96.2	94.1	93.0	91.0	88.5
62	96.4	94.5	93.5	91.6	89.1
63	96.7	94.9	93.9	92.1	89.8
64	96.9	95.2	94.3	92.7	90.4
65	97.2	95.6	94.8	93.2	91.1

TABLE II

JOINT AND SURVIVOR ANNUITIES

CONTRIBUTORY PLAN

Table II consists of five sections listing the percentages of the Normal Annuity payable on the Joint and Survivor Annuity form under the conditions shown. It is applicable to annuities purchased after April 30, 1948. The percentages applicable to annuities purchased before May 1, 1948, shall be as provided by the Group Annuity Contract.

An Employee may elect to have the payment to a surviving Joint Annuitant be any designated percentage of the payments made to him during his lifetime. An Employee may also elect any person of either sex as Joint Annuitant.

The payments on the Joint and Survivor Annuity form under conditions not shown in this Table shall be supplied on request.

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee and continuing to his surviving Joint Annuitant when the monthly payments to each is the same.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE							
	<u>55</u>	<u>60</u>	<u>65</u>	<u>66</u>	<u>67</u>	<u>68</u>	<u>69</u>	<u>70</u>
55	76.3%	68.9%	60.7%	59.0%	57.2%	55.5%	53.7%	52.0%
56	77.2	69.9	61.7	60.0	58.2	56.5	54.7	53.0
57	78.1	70.9	62.7	61.0	59.2	57.5	55.7	54.0
58	79.0	72.0	63.8	62.0	60.3	58.5	56.8	55.0
59	79.9	73.0	65.0	63.2	61.4	59.7	57.9	56.1
60	80.8	74.0	66.0	64.2	62.5	60.7	59.0	57.2
61	81.7	75.0	67.1	65.3	63.6	61.8	60.1	58.3
62	82.6	76.1	68.2	66.5	64.7	63.0	61.2	59.5
63	83.5	77.1	69.4	67.6	65.9	64.1	62.4	60.6
64	84.3	78.1	70.5	68.8	67.0	65.3	63.5	61.8
65	85.2	79.2	71.7	70.0	68.2	66.5	64.7	63.0

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is one-half of the payment to the Employee.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE							
	55	60	65	66	67	68	69	70
55	86.6%	81.6%	75.5%	74.1%	72.7%	71.2%	69.8%	68.4%
56	87.1	82.3	76.3	74.9	73.5	72.1	70.7	69.3
57	87.7	83.0	77.1	75.7	74.3	72.9	71.5	70.1
58	88.3	83.7	77.9	76.5	75.1	73.8	72.4	71.0
59	88.9	84.4	78.8	77.4	76.0	74.7	73.3	71.9
60	89.4	85.1	79.5	78.2	76.8	75.5	74.1	72.8
61	90.0	85.7	80.3	79.0	77.7	76.3	75.0	73.7
62	90.5	86.4	81.1	79.8	78.5	77.2	75.9	74.6
63	91.0	87.1	81.9	80.6	79.3	78.1	76.8	75.5
64	91.5	87.7	82.7	81.4	80.2	78.9	77.7	76.4
65	92.0	88.4	83.5	82.3	81.0	79.8	78.5	77.3

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee and continuing to her surviving Joint Annuitant when the monthly payment to each is the same.

AGE OF MALE JOINT ANNUITANT	AGE OF FEMALE EMPLOYEE							
	55	60	65	66	67	68	69	70
55	86.3%	80.8%	74.0%	72.4%	70.8%	69.2%	67.6%	66.0%
56	87.1	81.7	75.0	73.4	71.8	70.3	68.7	67.1
57	87.8	82.6	76.1	74.5	72.9	71.4	69.8	68.2
58	88.4	83.5	77.1	75.6	74.0	72.5	70.9	69.4
59	89.1	84.3	78.1	76.6	75.1	73.5	72.0	70.5
60	89.8	85.2	79.2	77.7	76.2	74.7	73.2	71.7
61	90.4	86.0	80.2	78.7	77.3	75.8	74.4	72.9
62	91.0	86.8	81.2	79.8	78.3	76.9	75.4	74.0
63	91.6	87.6	82.2	80.8	79.4	78.0	76.6	75.2
64	92.1	88.3	83.1	81.8	80.4	79.1	77.7	76.4
65	92.7	89.1	84.1	82.8	81.5	80.1	78.8	77.5

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is one-half of the payment to the Employee.

AGE OF MALE JOINT ANNUITANT	AGE OF FEMALE EMPLOYEE							
	55	60	65	66	67	68	69	70
55	92.7%	89.4%	85.1%	84.0%	82.9%	81.7%	80.6%	79.5%
56	93.1	90.0	85.7	84.6	83.5	82.5	81.4	80.3
57	93.5	90.5	86.4	85.3	84.3	83.2	82.2	81.1
58	93.9	91.0	87.1	86.1	85.0	84.0	82.9	81.9
59	94.2	91.5	87.7	86.7	85.7	84.7	83.7	82.7
60	94.6	92.0	88.4	87.4	86.4	85.5	84.5	83.5
61	95.0	92.5	89.0	88.1	87.1	86.2	85.2	84.3
62	95.3	92.9	89.6	88.7	87.8	86.9	86.0	85.1
63	95.6	93.4	90.2	89.3	88.4	87.6	86.7	85.8
64	95.9	93.8	90.8	90.0	89.1	88.3	87.4	86.6
65	96.2	94.2	91.3	90.5	89.7	88.9	88.1	87.3

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee and continuing to her surviving Joint Annuitant when the monthly payment to each is the same.

AGE OF FEMALE JOINT ANNUITANT	AGE OF FEMALE EMPLOYEE							
	55	60	65	66	67	68	69	70
55	82.5%	76.3%	68.9%	67.3%	65.6%	64.0%	62.3%	60.7%
56	83.3	77.2	69.9	68.3	66.6	65.0	63.3	61.7
57	84.1	78.1	70.9	69.3	67.6	66.0	64.3	62.7
58	84.8	79.0	72.0	70.4	68.7	67.1	65.4	63.8
59	85.6	79.9	73.0	71.4	69.8	68.2	66.6	65.0
60	86.3	80.8	74.0	72.4	70.8	69.2	67.6	66.0
61	87.1	81.7	75.0	73.4	71.8	70.3	68.7	67.1
62	87.8	82.6	76.1	74.5	72.9	71.4	69.8	68.2
63	88.4	83.5	77.1	75.6	74.0	72.5	70.9	69.4
64	89.1	84.3	78.1	76.6	75.1	73.5	72.0	70.5
65	89.8	85.2	79.2	77.7	76.2	74.7	73.2	71.7

TABLE III

**NORMAL ANNUITY PURCHASABLE
BY EMPLOYEE CONTRIBUTIONS**

Table III is used to determine the annuity of a Contributing Employee who terminates his employment with the Company before his 55th birthday and before he has completed at least ten years of accumulative service with the Company. It shows the monthly annuity on the Normal Annuity form, commencing the first of the month next following the Employee's 65th birthday, which is purchasable by the Employee's own contributions. This monthly annuity shall be determined by multiplying the Employee's contributions for each calendar year by the percentage applicable to his age for that year, as shown by the following schedule, and adding the amounts so obtained for each calendar year into a single sum.

If an Optional Early Retirement Date or a Joint and Survivor Annuity is elected the monthly annuity shall be adjusted as provided by the Plan.

This Table is applicable to Employee contributions made after April 30, 1948. The annuity purchasable by Employee contributions made before May 1, 1948 shall be as provided by the Group Annuity Contract.

The Employee's age for the purposes of this Table shall be taken as the age at nearest birthday at the beginning of each calendar year.

<u>AGE OF EMPLOYEE WHEN THE CONTRIBUTIONS WERE MADE</u>	<u>APPLICABLE PERCENTAGE</u>	
	<u>MALE EMPLOYEE</u>	<u>FEMALE EMPLOYEE</u>
30	.010500	.009416
31	.010250	.009259
32	.010000	.009000
33	.009750	.008750
34	.009500	.008583
35	.009250	.008333
36	.009083	.008166
37	.008833	.008000
38	.008583	.007750
39	.008416	.007583
40	.008166	.007416
41	.008000	.007250
42	.007750	.007083
43	.007583	.006916
44	.007416	.006750
45	.007166	.006583
46	.007000	.006416
47	.006833	.006250
48	.006666	.006083
49	.006500	.005916
50	.006333	.005843

(Continued)

TABLE III

<u>AGE OF EMPLOYEE WHEN THE CONTRIBUTIONS WERE MADE</u>	<u>APPLICABLE PERCENTAGE</u>	
	<u>MALE EMPLOYEE</u>	<u>FEMALE EMPLOYEE</u>
51	.006166	.005666
52	.006083	.005500
53	.005916	.005416
54	.005750	.005250
55	.005666	.005166
56	.005500	.005000
57	.005416	.004916
58	.005250	.004833
59	.005166	.004666
60	.005000	.004583
61	.004916	.004500
62	.004833	.004416
63	.004666	.004333
64	.004583	.004166

THE RETIREMENT PLAN FOR SALARIED EMPLOYEES
OF THE NATIONAL CASH REGISTER COMPANY
(AS AMENDED AND IN EFFECT JANUARY 1, 1974)

INTRODUCTION

1. HISTORICAL. Prior to January 1, 1967, The National Cash Register Company maintained the Retirement Plan for Employees of The National Cash Register Company (hereinafter referred to as the "Original Plan"). The Original Plan was applicable to all fulltime employees of the Company employed in the United States and to certain former employees who were citizens of the United States and employed by a subsidiary or a sales agent of the Company outside of the United States.

Effective January 1, 1967, certain amendments were made in the Original Plan as it applied to employees in the Domestic Marketing Division Branch Office of The National Cash Register Company and employees included in the definition of "Marketing Field Employees". The Original Plan as applicable to other participating employees was continued without change until January 1, 1969.

As a result of collective bargaining negotiations, it became necessary to further amend the Original Plan, effective January 1, 1969, to separate the Plan into two plans: the Retirement Plan for Management Employees and the Retirement Plan for Non-Management Employees.

Coincidental with the amendments effective January 1, 1969, the Retirement Plan for Exempt Employees of the Los Angeles Business Forms and Supply Division of The National Cash Register Company was merged into and became a part of the Retirement Plan for Management Employees. Accordingly, effective January 1, 1969, the monthly pension payable to management employees of that Division will be payable in accordance with the terms and conditions of the Retirement Plan for Management Employees.

Effective January 1, 1972, the Retirement Plan for Management Employees was amended to include certain salaried non-management employees who were previously included in the Retirement Plan for Non-Management Employees. Accordingly, the name of the Retirement Plan for Management Employees was changed to the Retirement Plan for Salaried Employees. The Retirement Plan for Salaried Employees is set forth in this Introduction and Parts I, II, and III, and the Tables and Appendix hereto.

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(a) Effective January 1, 1974, further amendments were made in the Plan to increase the minimum monthly pension benefit, to provide for mandatory retirement at age 65, to amend the Surviving Spouse Benefit to beyond the age of 62, and to provide for Optional Early Retirement for Participants where employment was terminated after age 50 and before age 55.

2. DEFINITIONS. Words used herein shall have the following meanings unless a different meaning is plainly required by the context.

(a) "Group Annuity Contract" means the Group Annuity Contract or Contracts, applicable to the employee, providing for benefits under the Original Plan, as in effect prior to October 1, 1954, including specifically Group Annuity Contract No. AC 841, as amended (which as of May 1, 1948, replaced Group Annuity Contracts Nos. AC 285 and AC 435), issued by The Equitable Life Assurance Society of the United States.

(b) "Plan" means the Retirement Plan for Salaried Employees of The National Cash Register Company, including the provisions for benefits under the Original Plan and the Group Annuity Contract.

(c) "Company" means The National Cash Register Company in the United States.

(d) "Employee" means a full-time Salaried employee of the Company in the United States excluding all Salaried employees of the Company's Appleton Papers Division and:

(i) who is either (A) an executive, administrative, professional or confidential employee; or (B) a technical, clerical or administrative support employee of the Company's Dayton, Ohio, or Wichita, Kansas based operations; or (C) a citizen of the United States employed as a full-time employee of a foreign subsidiary of the Company, as to which subsidiary an agreement entered into by the Company under Paragraph 3121 (1) of the Internal Revenue Code is in effect and as to whom no contributions under a funded plan of deferred compensation are being provided by any other person with respect to the remuneration paid to such individual by the foreign subsidiary; and

(ii) who is not participating in any other retirement plan established by the Company or to which the Company makes contributions on his behalf, provided, however, that the term shall not include an employee in a collective bargaining unit represented by a labor union unless there is in existence an agreement making the Plan available to eligible employees in such unit.

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(e) "Full-time employee" means an employee whose customary employment with the Company is for more than 20 hours in any one week and for more than 5 months in any calendar year.

(f) "Insurance Company" means the Equitable Life Assurance Society of the United States, or any other insurance company selected by the Company to provide any part of the benefits of the Plan.

(g) "Allowable Compound Interest" means (i) with respect to employees' contributions under the Group Annuity Contract, the amount of Allowable Compound Interest provided therein; and (ii) with respect to employees' contributions made under the Plan after September 30, 1954, interest compounded annually at the rate of 2% per annum or such other rate as may be established prospectively from time to time by the Company. Such interest shall be allowed from the December 31 coinciding with the end of the respective calendar years in which the contributions were made up to the date of withdrawal of the contributions, the date of the contributing employee's death, or the commencement of annuity payments. However, in the case of the death of an employee who was included under the Group Annuity Contract, the Allowable Compound Interest for a period after his 65th birthday shall be adjusted so that the Minimum Return shall be as provided by the Group Annuity Contract.

(h) Masculine pronouns when used throughout the Plan shall refer to both men and women unless the context indicates otherwise.

(i) The titles of the parts and the headings of sections or paragraphs are used for convenience of reference and in case of conflicts, the text of the Plan, rather than such titles or headings, shall control.

3. CONTENTS. The Retirement Plan, as so amended, is set forth in this Introduction in the following three Parts, and the Tables in the Appendix:

PART I - PROVISIONS FOR NON-CONTRIBUTING EMPLOYEES

PART II - PROVISIONS FOR CONTRIBUTING EMPLOYEES

PART III - GENERAL AND ADMINISTRATIVE PROVISIONS

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PART I

NON-CONTRIBUTORY PENSION PLAN

1. PARTICIPATION.

(a) This Part shall include all eligible Employees who have completed ten or more years of "Credited Service" and who are not entitled to any benefit of the Plan under Part II hereof which is based on Employee contributions. Such eligible Employee shall be known as a "Participant".

(b) The classification of any individual as an Employee shall be within the sole discretion of the Company and the decision of the Company shall be final, conclusive and binding upon all persons having or claiming to have any right or interest in or under the Plan.

2. RETIREMENT DATES.

(a) A Participant may retire on the first day of the month next following his 65th birthday (Normal Retirement Date) and receive the basic "Monthly Pension" hereinafter provided. A Participant who has not retired before the first of the month next following his 65th birthday shall be retired by such date.

(b) A Participant who has attained age 55 may elect to retire or may be retired at the option of the Company as of the first day of any month following his 55th birthday. If the retirement date is prior to the first day of the month next following the Participant's 65th birthday, it shall be known as his "Optional Early Retirement Date".

(c) A Participant who is terminated by the Company (other than for a criminal act or a willful act against the best interest of the Company) and at the time of such termination is age 50 but less than age 55 and had completed 10 years or more of Credited Service, may elect early retirement at age 55 or later if such election is made within 5 years of the date of termination of employment.

3. AMOUNT OF PENSION BENEFIT.

(a) The basic "Monthly Pension" payable to a Participant who retires on his Normal Retirement Date shall be an amount equal to the sum of the following:

(i) 3/4 of 1% of the first \$650 of Participant's "Final Average Monthly Salary", plus

(ii) 1% of the Participant's "Final Average Monthly Salary" in excess of \$650

multiplied by the number of years of "Credited Service" to which the Participant is entitled; provided, however, that the basic Monthly Pension shall not be less than the minimum Monthly Pension provided for in Paragraph (b) below.

(b) The minimum Monthly Pension payable upon retirement at age 62 or later shall in no event be less than the following minimum amount for each year of "Credited Service" depending upon the maximum salary for the Job Classification on January 1, 1972:

<u>Retirements on or after Feb. 1, 1973</u>	<u>Retirements on or after Jan. 1, 1974</u>	<u>Maximum Rate of Weekly Pay for Job Classifications as of January 1, 1972</u>
\$5.75	\$6.00	Less than \$131.20
6.00	6.25	\$131.20 but less than \$161.20
6.25	6.50	161.20 but less than 195.20
6.50	6.75	195.20 but less than 226.80
6.75	7.00	226.80 and above

For purposes of computing the minimum Monthly Pension upon retirement, the maximum salary for the Job Classification in which the Participant was assigned for the greatest number of calendar days during the 24 consecutive months immediately preceding the last day worked shall be used.

(c) The Monthly Pension payable to a Participant upon voluntary retirement on an Optional Early Retirement Date shall be the amount computed under Paragraph (a) or (b) of this Section, reduced as follows:

<u>Age at Optional Early Retirement Date</u>	<u>Percentage of Monthly Pension for Credited Service Up to Optional Early Retirement Date Which Shall Be Paid Commencing at Optional Early Retirement Date</u>
62 or over	100
61	93.3
60	86.7
59	80.8
58	75.2

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<u>Age at Optional Early Retirement Date</u>	<u>Percentage of Monthly Pension for Credited Service up to Optional Early Retirement Date Which Shall Be Paid Commencing at Optional Early Retirement Date</u>
57	69.4
56	63.5
55	57.9

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

(d) If a Participant is required by the Company to retire at an Optional Early Retirement Date, the Monthly Pension shall be the amount provided in Paragraph (a) of this Section payable without actuarial reduction. However, the Monthly Pension payable from the required Optional Early Retirement Date to age 62 shall in no event be less than twice the minimum Monthly Pension provided in Paragraph (b) of this Section payable without actuarial reduction. A Participant shall be considered to have been "required by the Company to retire" only if:

(i) The Company has made such request in writing, and

(ii) No job or position is made available to him by the Company (even if the available job or position involves a transfer or reassignment) and

(iii) The Participant has not been discharged for cause.

(e) If any retired Participant is subsequently employed by the Company or any subsidiary, such employment after retirement shall cause no change in the amount of any Monthly Pension otherwise payable under this or any Plan of the Company, during any such period or thereafter.

4. FINAL AVERAGE MONTHLY SALARY.

(a) For purposes of computing a Participant's Monthly Pension the term "Final Average Monthly Salary" shall mean his average monthly salary for the highest five consecutive years during the last ten years immediately preceding the last day worked prior to retirement or other termination of employment, excluding overtime, commissions, bonuses and any other special compensation.

(b) In determining Final Average Monthly Salary, the total base earnings for the five-year period shall be accumulated by calendar quarters. For this purpose the base salary at the end of each quarter shall be used. If base salary is weekly it shall be multiplied by 13; if monthly, by 3; and if stated for any other pay period by the standard number of pay periods within a quarter. If the five-year period does not coincide with the end of a calendar quarter, the base earnings for the beginning and ending fractional quarters shall be multiplied by the appropriate fractions of a quarter.

5. CREDITED SERVICE.

(a) For purposes of this Part I, "Credited Service" shall mean the period of full-time continuous employment by the Company (or, in the case of a United States citizen who is deemed to be an Employee by reason of Section 2 (d) (i) (C) of the Introduction, service with such foreign subsidiary) up to the date of the Participant's retirement or other termination of employment. Such determination shall be subject to the following rules:

(i) Absence for sickness for disability shall not break continuous employment and the period absent shall be included in Credited Service up to twelve months.

(ii) Absence on authorized leave of absence determined in accordance with uniform rules applicable to all Employees similarly situated shall not break continuous employment and the period absent shall be included in Credited Service.

(iii) Absence for service in the Armed Forces of the United States shall not break continuous employment if the Employee returns to work within 90 days of the first opportunity to do so, and the period absent shall be included in Credited Service.

(iv) Periods prior to the effective date the Employee became a Participant in this Plan and which were recognized as Credited Service under a tax qualified plan of the Company for which such Employee was eligible prior to such effective date shall be included in Credited Service hereunder.

(v) Employment by the Company shall include only service with the Company, its domestic subsidiaries and Joint Ventures during employment in the United States. Employment in the United States shall include employment outside the United States on assignments for the Company provided the Employee is paid from the United States.

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(vi) The aggregate of all periods of employment by the Company prior to January, 1955, shall be deemed to be continuous in the case of an Employee who is on the payroll of the Company on or after September 1, 1971.

(vii) Absence for reduction in force shall not break continuous employment unless such period of absence exceeds the duration of recall rights as established by Company policy applicable to all Employees similarly situated but the period absent shall not be included in Credited Service.

(b) In determining the eligibility to participate in this Part I in the case of an Employee transferred to a position in the United States or on assignment from the United States, Credited Service shall include continuous prior employment outside of the United States with any of the Company's foreign branches, foreign subsidiaries, or foreign sales agents. In determining the amount of Monthly Pension payable to such an Employee, however, such continuous prior employment outside of the United States shall not be included in his period of Credited Service unless the Employee secures 10 or more years of Credited Service by employment in the United States by the Company and remains in such employment until he reaches the Optional Early Retirement Age.

6. VESTED TERMINATION.

(a) Any Participant who terminates employment before age 65, and who at the time of termination has 10 years or more of Credited Service, shall have a vested benefit based upon his Credited Service at the date of termination and computed at the rate of the Monthly Pension effective with respect to his Final Average Monthly Salary at the time of such termination in accordance with the Plan. The Monthly Pension shall be payable beginning at the age of 65, or the month of application, if later. However, if such termination is on or after age 55, the Participant shall have the option of electing Optional Early Retirement under Part I, Section 3 (c).

(b) If the terminated Participant is subsequently re-employed by the Company in a position covered by the Plan, he shall have the status of a continuing Participant except for the period of absence. For purposes of computing the Participant's vested rights and benefits under the Plan upon his subsequent retirement or other termination of employment, such prior termination of employment shall not be deemed to be a break in his Credited Service but the period during which such Participant was not employed by the Company shall be disregarded.

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(c) Notwithstanding the generality of the foregoing, in the event of termination of employment of a Participant (other than a U. S. citizen who is deemed to be an Employee by reason of Section 2 (d) (i) (C) of the Introduction) prior to age 55, no service because of prior employment with a foreign subsidiary, foreign branch, or foreign sales agent shall be counted towards the Credited Service required for vesting, nor shall any such service arising from such prior employment be counted in determining the amount of a vested Monthly Pension unless the Participant has ten years of Credited Service at the beginning of such foreign service.

7. TRANSFERRED EMPLOYEES.

(a) In the event an Employee who has completed 10 years or more of Credited Service is transferred either (i) to a position within the Company so that he is no longer eligible for participation under this Part, or (ii) to a foreign subsidiary or sales agent (other than a foreign subsidiary with respect to which there is an agreement entered into by the Company under Paragraph 3121 (1) of the Internal Revenue Code), his participation in this Part shall be suspended. In that event no further Credited Service shall accrue on behalf of such transferred Employee until he again qualifies.

(b) Should an Employee whose participation is suspended in accordance with Paragraph (a) continue in active employment of the Company until retirement without again becoming eligible for participation hereunder, the Monthly Pension accrued for Credited Service prior to the date of such transfer shall be payable at the time, subject to the same rights, privileges, and actuarial reductions as provided in the pension plan under which the Employee retires. If such transferred Employee is not covered by a pension plan, such Monthly Pension shall be payable in accordance with the terms of this Part I applicable to retirements hereunder. Should the Employee terminate employment prior to retirement, the Monthly Pension accrued for Credited Service prior to the date of such transfer shall be payable hereunder in accordance with Section 6 with respect to Vested Terminations.

(c) In the event an Employee who has completed less than 10 years of Credited Service is transferred to a position within a domestic subsidiary (partially or wholly-owned) or joint venture of the Company, his participation in this Part shall be suspended. In that event, no further Credited Service shall accrue on behalf of such transferred Employee until he again qualifies under the requirements for participation in this Part. If the transferred Employee whose participation is suspended is subsequently re-employed by the Company in a position covered by the Plan after continuous service with such subsidiary or joint venture, he shall have the status of a continuing

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participant including the period of absence. In the event such transferred Employee terminates service with such domestic subsidiary or joint venture without being immediately re-employed by the Company but after having completed 10 continuous years of Credited Service with the Company and service with such subsidiary or joint venture, he shall be entitled to the Monthly Pension accrued for Credited Service prior to his transfer, payable in accordance with Section 6 with respect to Vested Terminations.

8. REDUCTION IN MONTHLY PENSION.

The Monthly Pension shall be reduced by the total of the following amounts:

- (a) The amount of any workmen's compensation or disability benefit receivable for a concurrent period by the Participant under any law, except to the extent such payments are provided by a specific tax or other payment paid by the Participant.
- (b) Any Employer annuities purchased for the Participant prior to May 1, 1948, which have vested under Group Annuity Contract No. AC 285.
- (c) Any monthly annuity provided under any plan or contract to which the Company or any of its subsidiaries, joint ventures, or sales agents have contributed and covering a period of employment considered in computing Credited Service under the Plan (except the deferred annuities, if any, purchased for the Participant by Union Bank as Trustee of Business Systems Incorporated Profit Sharing Retirement Plan); provided, however, that if the monthly annuity provided under such other plan or contract is in excess of the monthly benefit payable under this Plan for the same period of employment, the excess shall not reduce the monthly benefit payable hereunder.
- (d) The amount of any deferred annuity purchased for the Participant by Union Bank as Trustee of Business Systems Incorporated Profit Sharing Retirement Plan under Contract AC 1824 with The Equitable Life Assurance Society of the United States, and covering employment prior to December 1, 1964, with Business Systems Incorporated, a California corporation, and Business Systems Company, an Arizona corporation. The reduction hereby provided shall be limited to the amount of \$2.80 per month for each year of service accepted as Credited Service under this Plan (including proportionate reduction for each full month of any fractional part of a year). If retirement occurs at other than age 65, or upon any basis different than the Normal Annuity Form provided in the contract, appropriate actuarial adjustment shall

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be effective even if the Participant elects to cancel said deferred annuity as provided under Contract AC 1824.

(e) The actuarial equivalent as a monthly annuity on the same basis as the Monthly Pension of any lump sum or other payments arising from profit sharing plans of the Company, its subsidiaries, joint ventures or any predecessor thereof, or severance provisions imposed by law or contract and attributable to periods of employment considered in computing Credited Service under the Plan to the extent that such sums or payments are attributable to other than employee contributions or taxes.

(f) In the case of a Participant whose period of Credited Service includes employment outside of the United States, the amount, if any, by which any benefit provided under local law of a foreign country or states exceeds the Social Security Benefit payable at the time to a comparable employee covered under the Social Security Act.

(g) The actuarial equivalent as a monthly life annuity of the amount of any substantial social benefit payable at termination of employment and created in favor of a Participant by any foreign country or state pursuant to which the Company or any of its subsidiaries, joint ventures, or sales agents is required to make payments to or for the benefit of such Participant either directly or indirectly through taxation, insurance or otherwise.

9. FORM OF PENSION BENEFIT.

The Normal form of Monthly Pension shall be a Life Annuity which provides equal monthly payments commencing at the Participant's retirement date and continuing during his lifetime. The annuity shall terminate with the last monthly payment preceding the Participant's death.

10. OPTIONAL JOINT AND SURVIVOR ANNUITY FORM.

(a) In lieu of the Normal form of Monthly Pension, a Participant may elect to receive his Monthly Pension in the form of a Joint and Survivor Annuity upon actuarial reductions which will provide for a lesser sum to be paid during his lifetime and the payment of 50%, 75% or 100% of his benefit to his spouse (Joint Annuitant) for life. Such election will be permitted prior to the retirement date elected by the Participant.

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- (b) If a Participant continues in employment after age 62, he may elect the Joint and Survivor Annuity thereafter at any time prior to actual retirement.
- (c) If either the Joint Annuitant or the Participant dies prior to the date the Monthly Pension commences and prior to the date the Participant attains age 62, the election shall be void and shall become inoperative.
- (d) The election of a Joint and Survivor Annuity option shall be irrevocable after it has been in effect for 30 days and the Participant has attained age 62. Accordingly, if a Participant who has attained age 62 dies during active employment and after such election has been in effect for 30 days or more, the election shall be effective and the benefits shall be paid to the designated Joint Annuitant in accordance with the election. If the designated Joint Annuitant should die prior to the Participant's retirement but after he has attained age 62, the election shall similarly continue to be effective.
- (e) Proof of the age of the Joint Annuitant satisfactory to the Company shall be furnished within 90 days from the designated day for the Participant's retirement.

11. SURVIVING SPOUSE BENEFIT.

In the event of the death of a Participant prior to his actual retirement and after attaining age 55 his Surviving Spouse, if any, shall be entitled to a "Surviving Spouse Benefit" in an amount equal to 50% of the monthly pension which the Participant would have been entitled to receive if he had elected a 50% Joint and Survivor Annuity option and had elected to retire on the first of the month succeeding the month in which death occurred. Such monthly pension payments shall commence on the first day of the month next following the date of death of the Participant and shall terminate with the last monthly payment coincident with the date of death of the Participant's Surviving Spouse.

PART II

PROVISIONS FOR CONTRIBUTING EMPLOYEES

1. ELIGIBLE EMPLOYEES.

- (a) A "Contributing Employee" is an Employee who has contributions in the Pension Fund which he made under either the Group Annuity Contract or the Plan while employed by the Company.
- (b) An Employee who completes five years of service (continuous or non-continuous) may elect to commence contributions to the Plan on the first of any month following his 30th birthday and before his 65th birthday and shall evidence such election by his signature on the required form.
- (c) An Employee who withdraws his contributions from the Plan may elect to resume contributions to the Plan as of the first of any month following six months after the date of the withdrawal and before his 65th birthday.

2. CONTRIBUTIONS.

- (a) After December 31, 1973, a Contributing Employee shall contribute at the annual rate of 3% of his first \$13,200 of annual base rate of earnings, excluding overtime pay, commissions, bonuses and other extra compensation, and 6% of such earnings in excess of \$13,200 up to \$50,000. If the amount of wages subject to Social Security tax is changed from \$13,200 in a calendar year a corresponding adjustment shall be made in the amounts of annual base rate of earnings subject to the 3% and 6% rates of contributions under this Plan.
- (b) The annual base rate of earnings for an Employee paid by the week shall be determined by multiplying his weekly base rate as of December 1 each year by 52 (the number of normal workweeks in a year).
- (c) The annual base rate of earnings for an Employee paid by the month shall be determined by multiplying his base monthly rate as of December 1 each year by 12 (the number of normal work-months in a year).
- (d) A Contributing Employee's rate of contributions, having once been determined as of December 1, shall continue unchanged for the succeeding calendar year regardless of changes in his annual base rate of earnings during such year.
- (e) A Contributing Employee may, but shall not be required to contribute when he is not receiving earnings during an authorized leave of absence up to six months or during sickness up to six months.- Neither the Company nor the Contributing Employee shall make any contribution during the period while the Contributing Employee is receiving benefits provided for total and permanent disability under the Group Benefits Plan.

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(f) If a Contributing Employee's net earnings for any pay period are less than \$10 after making all other authorized or required deductions from his gross earnings, no contributions shall be deducted, but the Contributing Employee may pay to the Company the amount of his contributions for such period.

(g) A Contributing Employee shall not contribute to the Plan after the first of the month next following his 65th birthday.

3. RETIREMENT DATES.

(a) A Contributing Employee may elect to retire as of the first of any month following his 55th birthday. If the retirement date elected is prior to the first of the month next following the Contributing Employee's 65th birthday, it shall be known as the Optional Early Retirement Date.

(b) A Contribution employee who has not retired before the first of the month next following his 65th birthday shall be retired by such date.

(c) A Contributing Employee who is receiving total and permanent disability benefits under the Company's Group Benefits Plan shall be retired as of the first of the month next following his 65th birthday, or at an Optional Early Retirement Date elected by him.

(d) The election of an Optional Early Retirement Date and any changes in such date shall be subject to the following conditions and restrictions:

(i) The Optional Early Retirement Date may be elected or changed only on the required form filed prior to the Optional Early Retirement Date requested.

(ii) If a Contributing Employee who shall previously have elected to receive a Joint and Survivor Annuity requests an Optional Early Retirement Date which falls within five years of the date of the request, evidence satisfactory to the Company of the good health of the Contributing Employee at the time of election of such Optional Early Retirement Date shall be required. If such evidence of good health is not furnished, the Contributing Employee may nevertheless elect to have the annuity payments commence at the Optional Early Retirement Date requested on the following basis: Annuity payments shall be on the Normal Annuity form but, if both the Contributing Employee and the previously designated Joint Annuitant are living on the first of the month next following the Contributing Employee's 65th birthday, annuity payments then and thereafter payable shall be made on the Joint and Survivor Annuity form.

(iii) Evidence satisfactory to the Company of the good health of a Contributing Employee at the time of request for an Optional Early Retirement Date shall be required if the Contributing Employee is not employed by the Company unless such request is filed either within 90 days after the termination of the Contributing Employee's employment with the Company or at least five years prior to the Optional Early Retirement Date so requested.

(iv) Evidence satisfactory to the Company of the good health of a Contributing Employee, and of a previously designated Joint Annuitant, shall be required at the time of request for any change in the Optional Early Retirement Date unless the request is filed at least five years prior to both the Optional Early Retirement Date previously elected and the requested Optional Early Retirement Date.

4. AMOUNT OF CONTRIBUTORY ANNUITY.

(a) The amount of the annuity payable monthly on the Normal Annuity form to a Contributing Employee who retires the first of the month next following his 65th birthday shall be the sum of the following:

(i) A monthly annuity equal to 1/36 of the Contributing Employee's contributions to the Plan after September 30, 1954.

(ii) The monthly annuity, if any, purchased for the Contributing Employee under the Group Annuity Contract, and the remaining part of the supplemental annuity, if any, which the Company may purchase after September 30, 1954, to provide the total supplemental annuity for which the Contributing Employee was eligible under the provisions of the Group Annuity Contract.

(b) If the Contributing Employee retires at an Optional Early Retirement Date the monthly annuity provided under Paragraph 4 (a) above shall be reduced as follows:

(i) Annuities Purchased After September 30, 1954

<u>Age at Optional Early Retirement Date</u>	<u>Percentage of Monthly Annuity at Age 65 Which Shall Be Paid Commencing at the Optional Early Retirement Date</u>	
	<u>Male</u>	<u>Female</u>
64	92%	93%
63	85	86

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<u>Age at Optional Early Retirement Date</u>	<u>Percentage of Monthly Annuity at Age 65 Which Shall Be Paid Commencing at the Optional Early Retirement Date</u>	
	<u>Male</u>	<u>Female</u>
62	78%	81%
61	73	76
60	68	71
59	63	67
58	60	63
57	56	59
56	53	56
55	50	53

An adjustment shall be made by straight line interpolation for ages which are not integral.

(ii) Annuities Purchased Before October 1, 1954.

The percentage of monthly annuity at age 65 which shall be paid commencing at the Optional Early Retirement Date shall be as provided by the Group Annuity Contract.

(c) If the monthly annuity payments are made on the Joint and Survivor Annuity form, the amount of the monthly payments thereunder shall be equal to a percentage of the amount of the monthly payments that would otherwise have been payable on the Normal Annuity form at the Contributing Employee's retirement date. Such percentage shall be determined in accordance with Table I for annuities purchased after April 30, 1948 and as provided by the Group Annuity Contract for annuities purchased before May 1, 1948.

(d) The monthly annuity for a Contributing Employee who contributed prior to May 1, 1948 under either Group Annuity Contract No. AC-285 or Group Annuity Contract No. AC 435 shall not be less than it would have been if those contracts had continued unchanged.

5. NORMAL ANNUITY FORM

Unless either a Joint and Survivor Annuity or an Optional Temporary Annuity is elected, the monthly annuity for a Contributing Employee shall be a modified cash refund annuity which provides equal monthly payments to him commencing at his retirement date and continuing during his lifetime. The annuity shall terminate with the last monthly payment preceding his death, but if at such death the sum of all the monthly payments which shall have become due shall

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Return shall be paid as provided in Paragraph 8 entitled Minimum Return.

6. JOINT AND SURVIVOR ANNUITY FORM

(a) The Joint and Survivor Annuity form shall be a cash refund annuity which provides reduced monthly payments to a Contributing Employee commencing at his retirement date and continuing payments after his death to the Joint Annuitant designated by him, provided the Joint Annuitant survives him. The annuity shall terminate with the last monthly payment preceding the second death, but if at such death the sum of all monthly payments is less than the Minimum Return provided in such case, then such Minimum Return shall be paid as provided in Paragraph 8.

(b) Subject to the following conditions and restrictions, a Contributing Employee may elect the Joint and Survivor Annuity form in lieu of the Normal Annuity form:

(i) The election may be made only on the required form filed before the first of the month next following the Contributing Employee's 65th birthday or before his elected Optional Early Retirement Date. The Contributing Employee shall designate on such form the Joint Annuitant and the percentage of the monthly payments to the Contributing Employee to be continued to the Joint Annuitant. The designation of any person as Joint Annuitant shall not constitute such person a beneficiary with respect to the Minimum Return. Proof of the age of the designated Joint Annuitant satisfactory to the Company shall be furnished within 90 days from the date of filing the request for the Joint and Survivor Annuity.

(ii) Evidence satisfactory to the Company of the Contributing Employee's good health shall be required unless the request for the Joint and Survivor Annuity is filed at least five years prior to the first of the month next following his 65th birthday, or at least five years before his elected Optional Early Retirement Date.

(iii) Neither the form of the annuity, the designated Joint Annuitant nor the amount payable to the Joint Annuitant may be changed without the written consent of the Company, unless the request for such change is filed at least five years before the first of the month next following the Contributing Employee's 65th birthday or at least five years before his elected optional Early Retirement Date. The consent of the designated Joint Annuitant shall not be required for such changes.

(iv) If the designated Joint Annuitant should die before the first of the month next following the Contributing Employee's 65th birthday, or before his elected Optional Early Retirement Date, payments to the

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Contributing Employee shall be made on the Normal Annuity form instead of the Joint and Survivor Annuity form. If the designated Joint Annuitant should die after the Contributing Employee's retirement, or on or after the first of the month next following the Contributing Employee's 65th birthday even though he has not then retired, payments to him shall be made on the Joint and Survivor Annuity form.

(v) If the Contributing Employee should die before the first of the month next following his 65th birthday, or before the elected Optional Early Retirement Date, the Joint Annuitant shall not be entitled to receive any annuity payments. If the Contributing Employee should die after his retirement, or on or after the first of the month next following his 65th birthday even though he has not then retired, payments to the Joint Annuitant shall be made on the Joint and Survivor Annuity form.

7. OPTIONAL TEMPORARY ANNUITY FORM.

Upon retirement at an Optional Early Retirement Date, a Contributing Employee may elect with the Company's consent to convert a portion of his lifetime retirement annuity to an actuarially equivalent Optional Temporary Annuity, which shall provide for monthly payments commencing at the Contributing Employee's retirement date and terminating with the monthly payment next preceding his 62nd birthday or the date of his death, whichever shall first occur. Any payments made under the Optional Temporary Annuity form shall be included in the sum of annuity payments which enters into the determination of the Minimum Return. An election of the Optional Temporary Annuity may be made on the required form. If the election is made after termination of employment with the Company, satisfactory evidence of the Employee's good health at the date of the request shall be required unless the request is filed either within 90 days after termination of employment or more than five years prior to the Employee's retirement date.

8. MINIMUM RETURN.

The Minimum Return of a Contributing Employee shall be an amount equal to his total contributions to the Plan plus Allowable Compound Interest, less the sum of all the annuity payments with respect to the Contributing Employee which shall have become due prior to his death where the Normal Annuity form is applicable, or prior to the death of the survivor of the Employee and his Joint Annuitant where the Joint and Survivor Annuity form is applicable. Upon receipt of due proof of the death of the Employee or his Joint Annuitant, as the case may be, the amount of such Minimum Return shall be paid in a single sum to the beneficiary authorized to receive such payment.

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9. BENEFICIARY.

(a) A Contributing Employee may designate by written notice (with the right to change such designation from time to time) a Beneficiary to receive the Minimum Return. If there is no Beneficiary designated and surviving at the death of the Contributing Employee or his Joint Annuitant, as the case may be, payment of such sum shall be made to the first surviving class of the following classes of successive preference beneficiaries: The Contributing Employee's (i) widow or widower; (ii) surviving children; (iii) surviving parents; (iv) surviving brothers and sisters; or (v) executors or administrators.

(b) In the absence of the appointment of a legal guardian, any amounts payable to a minor may be paid at a rate not exceeding \$50 a month to such adult or adults as have in the opinion of the Insurance Company assumed the custody and principal of such minor.

10. OPTIONAL MODES OF SETTLEMENT.

A Contributing Employee may elect (with the right to revoke or to change such election) to have the whole or any part of the Minimum Return paid in installments or in any other manner that may be agreed to by the Insurance Company, the amount and terms of payment to be in accordance with the Insurance Company's rules in effect at the time of election. A Beneficiary may make such an election after the Contributing Employee's death if the Minimum Return is payable in a single sum. After the Contributing Employee's death the Beneficiary may also elect (with the right to revoke or change such election) a successor Beneficiary to receive any amount which, in the absence of such designation, would be payable to the Beneficiary's executors or administrators. Any election, revocation, or request for change shall be filed on the required form.

11. WITHDRAWAL OF CONTRIBUTIONS.

(a) In lieu of any benefits otherwise provided in Part II hereof, except as provided in Paragraph 11 (b), a Contributing Employee may elect to withdraw all but not part of his contributions at any time prior to retirement, provided no election of a Joint and Survivor Annuity is then in effect. Upon receipt of such election there shall be paid to the Contributing Employee the amount of his contributions to the Plan plus Allowable Compound Interest. Such withdrawal benefits may be paid in equal monthly installments and not to exceed twelve in number, plus Allowable Compound Interest on the amount of each installment from the effective date of withdrawal to the due date of the installment.

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(b) An Employee who joined the Plan before May 1, 1948, under Contract AC 285 and who has at least 10 years of accumulative service, shall receive the annuity purchased by the Company's contributions under Contract AC 285 prior to May 1, 1948, even though his contributions are withdrawn.

12. RESTRICTIONS IF EMPLOYMENT IS TERMINATED.

If a Contributing Employee's employment with the Company should terminate before his 55th birthday and before he has completed at least ten years of accumulative service with the Company, he will receive only the portion of the Contributory Annuity purchasable by his own contributions. Such an annuity shall be determined under Table No. III of the Appendix. However, a Contributing Employee who shall have completed ten years of accumulative service with the Company shall be entitled to the Contributory Annuity purchasable by both his and the Company's contributions.

13. CONTINUATION OF ELECTIONS AND DESIGNATIONS AND CHANGES.

All elections and designations which were in effect under the Group Annuity Contract shall continue in effect under the Plan until changed by the Employee in accordance with the Plan. Any such change when made under the Plan shall also be applicable to the Group Annuity Contract.

PART III

GENERAL ADMINISTRATIVE PROVISIONS

1. ADMINISTRATION.

The Plan shall be administered by the Company. The Company shall from time to time establish rules and provide forms for the administration of the Plan. Forms and notices which are required to be filed by the Employees shall be filed with the Company or at the home office of the Insurance Company. The Company shall keep the records and may adopt the actuarial tables required under the Plan. The Company shall have the exclusive right to interpret the Plan and to decide any matters arising thereunder in the administration and operation of the Plan.

2. PENSION FUND.

(a) The benefits provided by the Plan shall be discharged from moneys contributed in the past by the Company and the Contributing Employees under the Group Annuity Contract, and moneys contributed hereafter by the Company and Contributing Employees under the Plan. All such money shall collectively be known as the "Pension Fund".

(b) At no time prior to the satisfaction of all liabilities under the Plan to Employees, Joint Annuitants and Beneficiaries, shall any part of the corpus or income of the Pension Fund be used for or diverted to any other purpose than for their exclusive benefits.

(c) Contributions by the Contributing Employees, and contributions by the Company shall be held as follows:

(i) Any annuities in force under the Group Annuity Contract for the Contributing Employees shall continue to be held under the Group Annuity Contract by the Insurance Company.

(ii) Contributions of the Contributing Employees and contributions by the Company shall be held in whole or in part in the Purchase Payment Fund with the Insurance Company or in a Trust Fund(s) with a Trustee(s).

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(d) The amounts of contributions by the Company to the Pension Fund shall be as determined by it from time to time after considering the advice of an independent actuary appointed by the Company. It is the intention of the Company to contribute such amounts as shall pay the cost of the Contributory Annuity in excess of the portion thereof attributable to the contributions by the Contributing Employees and shall pay the entire cost of the Non-Contributory Annuity. The Company may for any reason suspend or reduce its contribution to the Plan. The obligations of the Company under the Plan shall be limited to the extent of the Pension Fund at any time. Forfeitures arising from severance of employment, death, or for any other reason shall not be applied to increase the benefits any Employee would otherwise receive under the Plan at any time prior to the complete discontinuance of the Company's contributions. Amounts arising from such forfeitures shall be used to reduce the Company's contributions hereunder.

(e) An insurance contract or trust agreement may contain any terms or provisions satisfactory to the Company and the Insurance Company or Trustee, as the case may be. Such contracts or agreements shall be available for inspection at the home office of the Company.

3. PAYMENT PROVISIONS.

(a) The monthly annuity provided for a Contributing Employee shall be purchased from the Insurance Company when he retires. The monthly annuity provided for a non-contributing Employee may be purchased from the Insurance Company when he retires or may be otherwise provided by the Company. Any annuity purchased from the Insurance Company shall provide for direct payments by the Insurance Company to the retired Employee, and shall be evidenced by an individual certificate setting forth the amount and terms of payment of the annuity.

(b) An Employee, Beneficiary, or Joint Annuitant hereunder shall have no right to assign, transfer, hypothecate, encumber, commute or anticipate his interest in any payments under this Plan, and such payments shall not in any way be subject to any legal procedures to levy upon or attach the same for payment for any claim against any Employee, Beneficiary, or Joint Annuitant, unless these restrictions may be contrary to the laws of any state having jurisdiction in the premises.

(c) If any annuity is payable in an amount of less than \$10 a month, payment may be made at such intervals as will make the payments amount to at least \$10 each, or, if less than \$3.34 a month is involved, a single cash payment shall be made to the Employee in lieu of the annuity. If the election of an Optional Early Retirement Date or a Joint and Survivor Annuity would result in monthly payments to any person of less than \$3.34 each, such election shall not become effective without the specific consent in writing of the Company.

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(d) If a payee entitled to receive payments under the Plan is incompetent to receive such payments and to give a valid release therefore, and if no guardian committee, or other representative of the estate of such payee shall have been duly appointed, such payments may be made to the person or institution maintaining or having custody of such payee, and any such payment shall be in complete discharge of any and all liability under the Plan for such payment.

(e) In case of misstatement or error, there shall be no liability for any greater payment than that which would be payable on the basis of the true facts. Overpayments may be deducted from and underpayments may be added to any payments due under the Plan, or shall be otherwise corrected.

4. AMENDMENT, SUSPENSION OR DISCONTINUANCE.

(a) The Company reserves all rights at any time or from time to time to amend, suspend or discontinue the Plan, in whole or in part, including the right to make any amendment to a contract with the Insurance Company, or to a trust agreement with the Trustee and the right to amend any rules adopted by the Company for the administration of the Plan. No retroactive amendment shall be made unless required to qualify or retain the qualification of the plan under the Internal Revenue Code or any other law.

(b) In the event of termination of the Plan or upon complete discontinuance of contributions for the purpose of terminating the Plan, the following provisions shall apply:

(i) No annuity of a then Contributing Employee purchased or purchasable by Company contributions shall be cancelled thereafter unless the annuity of a non-contributing Employee shall be elected.

(ii) The portion of the Pension Fund represented by the contributions of Contributing Employees plus Allowable Compound Interest which has not been used to purchase annuities from the Insurance Company shall be held in a Pension Purchase Fund with an Insurance Company to provide for future withdrawals or for the benefits attributable to such contributions.

(iii) The remainder of the Pension Fund which has not been used to purchase annuities from the Insurance Company shall be held in a Pension Purchase Fund with an Insurance Company or in a Trust Fund with a Trustee to be used in the following order, to the extent not provided for above:

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First: To provide for the retired Contributing Employees (including those Contributing Employees who are eligible to retire but who had not done so) the monthly annuities to which they are then entitled under the Plan and which are attributable to Company contributions irrespective of whether such Employees retired (or were entitled to retire in the case of Employees still active) on Normal or Optional Retirement Date.

Second: To provide for or on account of all other active Contributing Employees the monthly annuities accrued under the Plan as of the date of termination of the Plan and which are attributable to Company contributions.

Third: To provide for or on account of the retired non-contributing Employees (including those non-contributing Employees who are eligible to retire but who had not done so) the monthly annuities to which they are then entitled under the Plan irrespective of whether they retired (or were entitled to retire in the case of Employees still active) at Normal or Optional Retirement Date.

Fourth: To provide for or on account of non-contributing Employees and former non-contributing Employees with vested benefits under the Plan who had reached age 40 and had completed 10 years of Credited Service as of January 1, 1972, the monthly annuities accrued for their benefit under the Plan as of the date of termination of the Plan.

Fifth: To provide for or on account of non-contributing Employees and former non-contributing Employees with vested benefits under the Plan who had completed 10 years of Credited Service, the monthly annuities accrued for their benefit as of the date of termination of the Plan.

Sixth: To provide for or on account of all other non-contributing Employees the monthly annuities accrued for their benefit under the Plan to the date of termination of the Plan.

Seventh: The balance, if any, of the Pension Fund remaining after the satisfaction of all liabilities for the value of the benefits accrued under the Plan as of the date of termination shall be returned to the Company.

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(c) In making the foregoing allocation, assets which the Company shall deem sufficient shall first be allocated to provide in full the benefits of each class before allocating any asset to any subsequent class. If the remaining funds are insufficient to provide in full the benefits for any class, the benefits for the class shall be reduced pro rata.

(d) The foregoing allocations may be implemented through the continuance of the existing Pension Fund, or through a new Trust instrument for that purpose, or through the purchase of insurance company annuity contracts, or by lump sum settlements, or by a combination of these methods as determined by the Company.

5. PARTIAL TERMINATION.

(a) If at any time a group of Employees who have been covered by the Plan shall be excluded as a result of a partial termination of the Plan as declared by the Company, the Company shall provide for the determination of the pro rata share of the Pension Fund allocable to the excluded group. The rights of such Employees to benefits accrued to the date of such partial termination, to the extent then funded shall be vested. The amount of such pro rata share shall be determined as of the effective date of such partial termination on the basis of the participating Employees, retired Employees and their beneficiaries included in the group so excluded from the Plan.

(b) The amount determined in accordance with subparagraph (a) shall be applied to provide the benefits for the excluded Employees and their beneficiaries in the order of priority applicable to the allocation of Pension Fund assets in the event of complete termination of the Plan as set forth in Paragraph 4 of the Plan.

6. PROVISIONS CONCERNING TRANSFERS UPON PARTIAL TERMINATION.

(a) The provisions of this Paragraph shall apply to participating Employees who are excluded from the Plan as a result of a partial termination under Paragraph 5 and who are transferred to a Related Employer (as hereinafter defined) coincidental with such partial termination.

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(b) For purposes of this Paragraph the following definitions shall apply:

(i) The term "Related Employer" shall mean a corporation, association, joint venture or partnership designated by the Board of Directors. Without limiting the right of the Board to make such designation, the term may include any such organization which succeeds to all or any part of the assets of the Company by reason of sale, transfer, assignment, lease, merger, or otherwise, or which enters into a contract with the Company for the promotion of their mutual business interests.

(ii) The term "Transferred Employee" shall mean an Employee who is a part of a group of Employees excluded from the Plan and transferred to a Related Employer coincidental with a partial termination of the Plan.

(iii) The term "Vested NCR Benefit" shall mean the monthly annuity benefit which shall become vested in an Employee under the provisions of Paragraph 5 by reason of the partial termination of the Plan and which is fully funded under the allocation rules therein provided on the basis of actuarial assumptions and methods followed in the administration of the Plan.

(iv) The term "Additional NCR Benefit" shall mean that portion, if any, of the amount of monthly annuity accrued under the Plan on behalf of a Transferred Employee as of the date of partial termination and which was not funded under the allocation rules of Paragraph 5.

(c) The Company intends, subject to the provisions of Paragraph 2 (c) of this Part III to contribute to the Pension Fund such amounts as shall be necessary to pay the cost of the Additional NCR benefit as determined by it from time to time after considering the advice of an independent actuary appointed by the Company.

(d) The portion of the Pension Fund determined to be allocable to Transferred Employees pursuant to the provisions of Paragraph 5 shall be retained in the Pension Fund and held and managed for the benefit of such Employees until such time as their employment shall terminate.

(e) Upon reaching Normal or Optional Retirement Date and retiring from a Related Employer, a Transferred Employee shall be entitled to receive his vested NCR benefit in accordance with the provisions of the plan the same as if he had continued with the Company and had then retired from the Company. In addition, such retired Employee shall be entitled to receive his Additional NCR Benefit if at that time he has completed 10 years of continuous service with the Company and the Related Employer.

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(f) In the event of the termination of employment of a Transferred Employee prior to retirement or death and prior to completing 10 years of continuous service with the Company and the Related Employer, he shall be entitled to receive his Vested NCR Benefit commencing at his Normal Retirement Date, as defined in the Plan, provided he is then living. If the services of a Transferred Employee are terminated after he had completed 10 years of continuous service with the Company and the Related Employer, he shall receive in addition to his Vested NCR Benefit his Additional NCR Benefit commencing at his Normal Retirement Date, provided he is then living.

7. RIGHT OF THE COMPANY TO TERMINATE EMPLOYMENT.

Nothing contained in the Plan shall be deemed to give an Employee the right to be retained in the Company's employment, or to interfere with the Company's right to terminate the employment of, or to retire, any Employee at any time.

8. TEMPORARY BENEFIT RESTRICTIONS.

If the Plan is terminated, or as long as the current costs thereof have not been met at any time during the 10-year period beginning January 1, 1974, the Monthly Pension which any of the highest paid Participants may receive under the Retirement Plan shall not exceed his unrestricted benefits at that time. If at the end of such 10-year period, the full current costs have not been met, the restrictions will continue to apply until full current costs are funded for the first time. These conditions shall not prohibit the payment of the full Monthly Pension called for by the Plan to a Joint Annuitant of a former Participant who died while the Plan is in full effect and the current costs have been met. Current payments of Monthly Pension benefits made prior to termination (or failure to meet current costs) are not restricted.

For the purposes of this paragraph:

(a) The term "Highest Paid Participating Employee" shall mean such of the 25 highest paid Participants on January 1, 1972, whose anticipated annual pension benefit determined under the Retirement Plan at Normal Retirement Date exceeds \$1,500:

(b) The term "Unrestricted Benefits" shall mean the Monthly Pension under the Plan payable to the Participant or his Joint Annuitant which has been provided by Company contributions not exceeding the largest of the following amounts:

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(i) The Company contributions (or funds attributable thereto) which would have been applied to provide the benefits for the Participant if the Retirement Plan as it existed prior to January 1, 1972, had been continued without change; or

(ii) \$20,000; or

(iii) The sum of (a) the Company contributions (or funds attributable thereto) which would have applied to Participants under the Retirement Plan if it had been terminated on December 31, 1971, and (b) an amount equal to 20% of the first \$50,000 of the Participant's annual earning rate on January 1, 1972, multiplied by the number of years since that date; and

(c) Full current costs will have been met as long as the unfunded costs of the Company under the Plan for benefits payable thereunder do not exceed the amount of such unfunded costs of January 1, 1972.

SUPPLEMENTAL NO. 1

A Supplemental Monthly Benefit shall be payable in the amount of \$1.00 for each year of Credited Service, including proportionate credit for each full month of any fractional part of a year to each former employee who--

- (a) retired prior to September 1, 1957
- (b) was age 55 or older at the time of his retirement or other termination of employment, and
- (c) was either eligible for retirement income under this Plan or would have been so entitled had the Plan been in effect at the time of his retirement or termination of employment.

The Supplemental Monthly Benefit shall commence with the first Basic Monthly Benefit payable after December 31, 1968 (or deemed payable in accordance with the foregoing) and shall terminate with the last monthly payment preceding the employee's death, regardless of the form of the benefit otherwise payable hereunder. In no event shall an employee's Supplemental Monthly Benefit exceed an amount which, when added to his Basic Monthly Benefit, equals the Basic Monthly Benefit payable hereunder to an employee retiring after December 31, 1968, with the same number of years of Credited Service.

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TABLE I

JOINT AND SURVIVOR ANNUITIES

NON-CONTRIBUTORY PLAN

Table I consists of five sections listing the percentages of the Normal Annuity payable on the Joint and Survivor Annuity form under the conditions shown.

An Employee may elect to have the payment to his surviving Joint Annuitant be 100%, 75%, or 50% of the payments made to him during his lifetime. An Employee may elect his spouse as Joint Annuitant.

The payments on the Joint and Survivor Annuity form under conditions now shown in this Table shall be supplied on request.

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TABLE I -- SECTION I

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee and continuing to his surviving Joint Annuitant when the monthly payments to each is the same.

<u>AGE OF FEMALE JOINT ANNUITANT</u>	<u>AGE OF MALE EMPLOYEE</u>			
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>
55	80.2%	73.1%	69.8%	64.4%
56	81.0	74.0	70.7	65.3
57	81.9	74.9	71.7	66.3
58	82.7	75.9	72.6	67.3
59	83.5	76.8	73.6	68.3
60	84.3	77.8	74.6	69.3
61	85.1	78.7	75.6	70.4
62	85.9	79.7	76.7	71.5
63	86.6	80.7	77.7	72.6
64	87.4	81.6	78.7	73.7
65	88.1	82.6	79.8	74.9

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TABLE I -- SECTION 2

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is 75% of the payment to the Employee.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE			
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>
55	84.4%	78.4%	75.5%	70.7%
56	85.1	79.1	76.3	71.5
57	85.7	79.9	77.1	72.4
58	86.4	80.7	78.0	73.3
59	87.1	81.5	78.8	74.2
60	87.7	82.4	79.7	75.1
61	88.4	83.2	80.5	76.0
62	89.0	84.0	81.4	77.0
63	89.6	84.8	82.3	77.9
64	90.2	85.6	83.2	78.9
65	90.8	86.3	84.0	79.9

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TABLE I -- SECTION 3

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is 50% of the payment to the Employee.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE			
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>
55	89.0%	84.4%	82.2%	78.3%
56	89.5	85.1	82.8	79.0
57	90.0	85.7	83.5	79.7
58	90.5	86.3	84.2	80.4
59	91.0	86.9	84.8	81.2
60	91.5	87.5	85.5	81.9
61	91.9	88.1	86.1	82.6
62	92.4	88.7	86.8	83.4
63	92.8	89.3	87.4	84.1
64	93.3	89.9	88.1	84.9
65	93.7	90.5	88.7	85.6

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TABLE I -- SECTION 4

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee and continuing to his surviving Joint Annuitant when the monthly payments to each is the same, i. e. 100%.

<u>AGE OF MALE JOINT ANNUITANT</u>	<u>AGE OF FEMALE EMPLOYEE</u>			
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>
55	89.2%	84.3%	81.9%	77.0%
56	89.8	85.1	82.8	78.7
57	90.4	85.9	83.6	79.7
58	91.0	86.6	84.5	80.7
59	91.5	87.4	85.3	81.6
60	92.1	88.1	86.1	82.6
61	92.6	88.8	87.0	83.5
62	93.1	89.6	87.8	84.5
63	93.6	90.3	88.6	85.4
64	94.1	90.9	89.3	86.3
65	94.5	91.6	90.0	87.2

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TABLE I -- SECTION 5

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is 75% of the payment to the Employee.

<u>AGE OF MALE JOINT ANNUITANT</u>	<u>AGE OF FEMALE EMPLOYEE</u>			
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>
55	91.7%	87.7%	85.8%	82.4%
56	92.2	88.4	86.5	83.2
57	92.6	89.0	87.2	84.0
58	93.1	89.6	87.9	81.8
59	93.5	90.2	88.6	85.6
60	93.9	90.8	89.2	86.3
61	94.3	91.4	89.9	87.1
62	94.8	92.0	90.5	87.9
63	95.1	92.5	91.2	88.7
64	95.5	93.0	91.8	89.4
65	95.8	93.5	92.3	90.1

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TABLE I -- SECTION 6

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is 50% of the payment to the Employee.

<u>AGE OF MALE JOINT ANNUITANT</u>	<u>AGE OF FEMALE EMPLOYEE</u>			
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>
55	94.3%	91.5%	90.0%	87.5%
56	94.6	91.9	90.6	88.1
57	95.0	92.4	91.1	88.7
58	95.3	92.8	91.6	89.3
59	95.6	93.3	92.1	89.9
60	95.9	93.7	92.6	90.5
61	96.2	94.1	93.0	91.0
62	96.4	94.5	93.5	91.6
63	96.7	94.9	93.9	92.1
64	96.9	95.2	94.3	92.7
65	97.2	95.6	94.8	93.2

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TABLE II

JOINT AND SURVIVOR ANNUITIES

CONTRIBUTORY PLAN

Table II consists of five sections listing the percentages of the Normal Annuity payable on the Joint and Survivor Annuity form under the conditions shown. It is applicable to annuities purchased after April 30, 1948. The percentages applicable to annuities purchased before May 1, 1948, shall be as provided by the Group Annuity Contract.

An Employee may elect to have the payment to a surviving Joint Annuitant be any designated percentage of the payments made to him during his lifetime. An Employee may also elect any person of either sex as Joint Annuitant.

The payments on the Joint and Survivor Annuity form under conditions not shown in this Table shall be supplied on request.

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TABLE II -- SECTION I

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee and continuing to his surviving Joint Annuitant when the monthly payments to each is the same.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE		
	55	60	65
55	76.3%	68.9%	60.7%
56	77.2	69.9	61.7
57	78.1	70.9	62.7
58	79.0	72.0	63.8
59	79.9	73.0	65.0
60	80.8	74.0	66.0
61	81.7	75.0	67.1
62	82.6	76.1	68.2
63	83.5	77.1	69.4
64	84.3	78.1	70.5
65	85.2	79.2	71.7

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TABLE II -- SECTION 2

FOR MALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is one-half of the payment to the Employee.

AGE OF FEMALE JOINT ANNUITANT	AGE OF MALE EMPLOYEE		
	<u>55</u>	<u>60</u>	<u>65</u>
55	86.6%	81.6%	75.5%
56	87.1	82.3	76.3
57	87.7	83.0	77.1
58	88.3	83.7	77.9
59	88.9	84.4	78.8
60	89.4	85.1	79.5
61	90.0	85.7	80.3
62	90.5	86.4	81.1
63	91.0	87.1	81.9
64	91.5	87.7	82.7
65	92.0	88.4	83.5

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TABLE II -- SECTION 3

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee and continuing to her surviving Joint Annuitant when the monthly payment to each is the same.

<u>AGE OF MALE JOINT ANNUITANT</u>	<u>AGE OF FEMALE EMPLOYEE</u>		
	<u>55</u>	<u>60</u>	<u>65</u>
55	86.3%	80.8%	74.0%
56	87.1	81.7	75.0
57	87.8	82.6	76.1
58	88.4	83.5	77.1
59	89.1	84.3	78.1
60	89.8	85.2	79.2
61	90.4	86.0	80.2
62	91.0	86.8	81.2
63	91.6	87.6	82.2
64	92.1	88.3	83.1
65	92.7	89.1	84.1

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TABLE II -- SECTION 4

FOR FEMALE EMPLOYEE AND MALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee when the monthly payment to be made to the surviving Joint Annuitant is one-half of the payment to the Employee.

<u>AGE OF MALE JOINT ANNUITANT</u>	<u>AGE OF FEMALE EMPLOYEE</u>		
	<u>55</u>	<u>60</u>	<u>65</u>
55	92.7%	89.4%	85.1%
56	93.1	90.0	85.7
57	93.5	90.5	86.4
58	93.9	91.0	87.1
59	94.2	91.5	87.7
60	94.6	92.0	88.4
61	95.0	92.5	89.0
62	95.3	92.9	89.6
63	95.6	93.4	90.2
64	95.9	93.8	90.8
65	96.2	94.2	91.3

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TABLE II -- SECTION 5

FOR FEMALE EMPLOYEE AND FEMALE JOINT ANNUITANT

This Table shows the percentage of the Normal Annuity payable to the Employee and continuing to her surviving Joint Annuitant when the monthly payment to each is the same.

<u>AGE OF FEMALE JOINT ANNUITANT</u>	<u>AGE OF FEMALE EMPLOYEE</u>		
	<u>55</u>	<u>60</u>	<u>65</u>
55	82.5%	76.3%	68.9%
56	83.3	77.2	69.9
57	84.1	78.1	70.9
58	84.8	79.0	72.0
59	85.6	79.9	73.0
60	86.3	80.8	74.0
61	87.1	81.7	75.0
62	87.8	82.6	76.1
63	88.4	83.5	77.1
64	89.1	84.3	78.1
65	89.8	85.2	79.2

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TABLE III

NORMAL ANNUITY PURCHASABLE
BY EMPLOYEE CONTRIBUTIONS

Table III is used to determine the annuity of a Contributing Employee who terminates his employment with the Company before his 55th birthday and before he has completed at least ten years of accumulative service with the Company. It shows the monthly annuity on the Normal Annuity form, commencing the first of the month next following the Employee's 65th birthday, which is purchasable by the Employee's own contributions. This monthly annuity shall be determined by multiplying the Employee's contributions for each calendar year by the percentage applicable to his age for that year, as shown by the following schedule, and adding the amounts so obtained for each calendar year into a single sum.

If an Optional Early Retirement Date or a Joint and Survivor Annuity is elected the monthly annuity shall be adjusted as provided by the Plan.

This Table is applicable to Employee contributions made after April 30, 1948. The annuity purchasable by Employee contributions made before May 1, 1948 shall be as provided by the Group Annuity Contract.

The Employee's age for the purposes of this Table shall be taken as the age at nearest birthday at the beginning of each calendar year.

TABLE III

AGE OF EMPLOYEE WHEN THE CONTRIBUTIONS WERE MADE	APPLICABLE PERCENTAGE	
	<u>MALE EMPLOYEE</u>	<u>FEMALE EMPLOYEE</u>
30	.010500	.009416
31	.010250	.009259
32	.010000	.009000
33	.009750	.008750
34	.009500	.008583
35	.009250	.008333
36	.009083	.008166
37	.008833	.008000
38	.008583	.007750
39	.008416	.007583
40	.008166	.007416
41	.008000	.007250
42	.007750	.007083
43	.007583	.006916
44	.007416	.006750
45	.007166	.006583
46	.007000	.006416
47	.006833	.006250
48	.006666	.006083
49	.006500	.005916
50	.006333	.005843

(Continued)

TABLE III

<u>AGE OF EMPLOYEE WHEN THE CONTRIBUTIONS WERE MADE</u>	APPLICABLE PERCENTAGE	
	<u>MALE EMPLOYEE</u>	<u>FEMALE EMPLOYEE</u>
51	.006166	.005666
52	.006083	.005500
53	.005916	.005416
54	.005750	.005250
55	.005666	.005166
56	.005500	.005000
57	.005416	.004916
58	.005250	.004833
59	.005166	.004666
60	.005000	.004583
61	.004916	.004500
62	.004833	.004416
63	.004666	.004333
64	.004583	.004166

THE RETIREMENT PLAN FOR SALARIED EMPLOYEES OF

NCR CORPORATION

(As Amended and in Effect January 1, 1976)

PART I

INTRODUCTION

SECTION 1. DEFINITIONS

Words used herein shall have the following meanings unless a different meaning is plainly required by the context.

A. "Group Annuity Contract" means the Group Annuity Contract or Contracts, applicable to the "Employee", providing for benefits under the Original Plan, as in effect prior to October 1, 1954, including specifically Group Annuity Contract No. AC 841, as amended (which as of May 1, 1948 replaced Group Annuity Contracts Nos. AC 285 and AC 435), issued by the Equitable Life Assurance Society of the United States.

B. "Plan" means the Retirement Plan for Salaried Employees of NCR Corporation, including the provisions for benefits under the Original Plan and the Group Annuity Contract.

C. "Company" means the NCR Corporation; a Maryland Corporation.

D. "Affiliated Company" means a member with a controlled group of Corporations within the meaning of Section 1563(a) of the Internal Revenue Code without regard to Section 1563(a)(4) and (e)(3)(C) of the Code, or a member of a group of trades or businesses (whether or not incorporated) under common control as determined by the Secretary of the Treasury in Regulations adopted under Section 414(c) of the Internal Revenue Code.

E. "Employee" means:

(1) A salaried Employee of the Company who is, as determined by the Company either;

(a) an executive, administrative, professional or confidential Employee, other than such employees of the Appleton Papers Division, the Lake Mary, Florida Manufacturing Facility, or the Domestic Marketing Field Organization, or

(b) a technical, clerical, or administrative support Employee of the Company's Wichita, Kansas or Dayton, Ohio based operations, other than the Domestic Marketing Division.

(2) A Salaried Employee as defined in (1) (a) and (b) above who is either;

(a) on temporary loaned assignment to any subsidiary, branch or sales agent of the Company and with whom there is a written agreement of such assignment; or

(b) a citizen of the United States hired in the United States, transferred by the Company and working as an Employee of a foreign subsidiary of the Company, as to which subsidiary an agreement entered into by the Company under Paragraph 3121(1) of the Internal Revenue Code is in effect, and as to whom no contributions under a funded plan of deferred compensation are being provided by any other person with respect to the remuneration paid to such individual by the foreign subsidiary; but

(3) excluding a salaried Employee of the Company who is either;

(a) in a collective bargaining unit represented by a labor union unless there is in existence an agreement making the Plan available to eligible Employees in such unit, or

(b) a non-resident alien who receives no earned income from the Company which constitutes income from sources within the United States, or

(c) participating in any other retirement, provident, end-of-service, profit sharing or indemnity plan established by the Company, its subsidiaries, branches or sales agents or to which the Company, its subsidiaries, branches or sales agents make contribution on his behalf, other than the NCR Senior Executive Retirement, Death and Disability Plan.

F. "Fiduciary" means:

- (1) "The Retirement Committee";
- (2) the "Trustee"; and
- (3) the "Investment Manager".

G. "Retirement Committee" means a committee consisting of the Company's Senior Vice President, Finance and Administration, Vice President, Secretary and General Counsel, and Vice President, Personnel Resources or such other three persons so designated by the Board of Directors of the Company.

H. "Trustee" means a corporation and/or insurance company appointed by the Board of Directors of the Company to administer the trust.

I. "Investment Manager" means any Fiduciary (other than a Trustee or a Named Fiduciary);

(1) who has the power to manage, acquire, or dispose of any assets of a plan;

(2) who is (i) registered as an investment adviser under the Investment Advisers Act of 1940, (ii) is a bank as defined in that Act, or (iii) is an insurance company qualified to perform services described in Subparagraph

(1) under the laws of more than one State; and

(3) has acknowledged in writing that he is a Fiduciary with respect to the plan.

J. "Plan Year" means the 12 consecutive month period commencing on any January 1.

K. "Year of Service" means:

(1) Solely for the purpose of determining eligibility to participate, the first 12 consecutive month period commencing on the date on which an Employee first completes an "Hour of Service", or first completes an "Hour of Service" following a "Break in Service", which shall be known as his "Employment Commencement Date", during which he completes 1,000 or more "Hours of Service".

In the event an Employee does not complete 1,000 or more "Hours of Service" in the first 12 consecutive month period, a new 12 consecutive month period shall begin on the succeeding anniversary of his Employment Commencement Date and each anniversary thereafter until a Year of Service is accrued.

(2) Solely for the purpose of determining the vested interest of a "Participant" under the Plan, any Plan Year during which an Employee completes 1,000 or more "Hours of Service".

(3) Solely for the purpose of determining "Benefit Service" under the Plan, any Plan Year during which an Employee completes at least 2,000 "Hours of Service", or in the event the Employee's regularly scheduled work week is less than 40 hours, $(2,000 \times \frac{\text{Hours in Regularly Scheduled Work Week}}{40})$.

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In addition, for any Plan Year during which the Employee completes less than the required annual "Hours of Service", "Benefit Service" shall be prorated and rounded up to the nearest 1/10th.

(4) Notwithstanding any other provision of the Plan:

(a) The following periods shall be excluded in the determination of an Employee's Years of Service for purposes of the Plan:

(i) Any period prior to January 1, 1976, which was disregarded as Credited Service under the provisions of the Plan which were in effect prior to such date.

(ii) After December 31, 1975, Years of Service prior to a "Break in Service" if either (1) the Employee fails to complete a Year of Service following the "Break in Service", or (2) the Employee was not entitled to any vested benefit prior to the "Break in Service", and the number of consecutive Plan Years during which the Employee has a "Break in Service" equals or exceeds such prior Years of Service.

(iii) Any period after attaining age 65 where applicable state or federal law prohibits mandatory retirement at age 65.

(b) Periods of Credited Service before January 1, 1976 credited under the Plan as in effect before that date, shall be credited for the same purposes after that date.

(c) Years of Service with an Affiliated Company shall be credited as Years of Service under this Plan solely for the purpose of determining eligibility for participation and vesting, except as otherwise provided in Section 5 A(4) of Part II.

L. "Hour of Service" means:

(1) Each hour for which an Employee is directly or indirectly paid or entitled to payment for duties performed for (a) the Company, or except as otherwise specified; (b) any corporation merged, consolidated or liquidated into the Company, or a corporation substantially all of the assets of which were acquired by the Company; or (c) solely for purposes of eligibility for participation and vesting, any Affiliated Company; but only if such service otherwise meets the requirements of this subsection and is consistent with regulations adopted by the Secretary of the Treasury.

(2) In addition, an Employee shall be credited with Hours of Service for the following absences which are authorized by the Company:

(a) Periods of absence for vacations, holidays and similar "paid absence" days.

(b) Periods of absence for sickness or disability shall be counted at the rate of the number of hours in his regularly scheduled work day with a weekly maximum equal to the number of hours in his regularly scheduled work week with an overall maximum of 52 weeks per period of such absence, but in no event shall service be counted after the Normal Retirement Date.

(c) Periods of absence due to any other authorized leave of absence determined in accordance with uniform rules applicable to all Employees similarly situated shall be counted at the rate of the number of hours in his regularly scheduled work day with a weekly maximum equal to the number of hours in his regularly scheduled work week, but in no event shall service be counted after the Normal Retirement Date.

(d) Periods of absence for service in the Armed Forces of the United States if the Employee returns to employment with the Company within 90 days of the first opportunity to do so, shall be counted at the rate of the hours in his regularly scheduled work day with a weekly maximum equal to the hours in his regularly scheduled work week.

(e) Notwithstanding sub paragraphs (a), (b), (c), and (d) immediately above, each hour for which an Employee is paid or entitled to payment by the Company for which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence; provided, however, that no credit shall be given for periods for which payment is made solely to comply with workmen's compensation or unemployment compensation or disability insurance laws or for payments which solely reimburse an employee for medical or medically-related expenses incurred by the Employee; and further provided that in no event shall more than 501 Hours of Service be credited for any single continuous period during which the Employee performs no duties, unless otherwise specifically provided in paragraphs (a), (b), (c), and (d) immediately above.

(3) For purposes of computing compensated hours, hours of pay at premium rates shall count only as straight time hours.

(4) The term Hour of Service also shall include each hour for which back pay, irrespective of mitigation of damages, has been awarded or agreed by the Company or an Affiliated Company. Such Hour of Service shall be credited to the Employee for the Plan Year or Years to which the award pertains.

(5) Notwithstanding the provisions of paragraph L(2) above, and solely for the purpose of determining whether an Employee has incurred a "Break in Service", an Employee shall be credited with Hours of Service during a period of time for which he is laid off because of reduction in force, credit shall be given at the rate of the number of hours in his regularly scheduled work day with a weekly maximum equal to the number of hours in his regularly scheduled work week for a period not to exceed the duration of recall rights as established by the Company policy applicable to all Employees similarly situated provided the Employee returns to work within 2 weeks of the date of such recall.

M. "Break in Service" means:

(1) For eligibility to participate, any 12 consecutive month period, as set forth in Paragraph K of this Section 1, in which an Employee completes less than 501 Hours of Service.

(2) For vesting and Benefit accrual, any Plan Year in which an Employee completes less than 501 Hours of Service.

N. "Primary Insurance Amount" (PIA) means:

(1) The monthly amount of the Social Security Old Age Benefit for a single person payable at age 65. In the event of retirement before age 65, the amount of such Primary Insurance Amount shall be calculated assuming no further earnings after retirement.

(2) In the event a Participant is eligible to receive either in lieu of or in addition to Social Security a benefit as described in Section 10 E of Part II, the amount considered as PIA shall include such benefit, however, the total amount considered as PIA shall not exceed the amount of Social Security Old Age Benefit for a single person that would be payable to a comparable person who had participated entirely under Social Security.

O. Masculine pronouns when used throughout the Plan shall refer to both men and women unless the context indicates otherwise.

P. The titles of the parts and the headings of sections or paragraphs are used for convenience of reference and in case of conflicts, the text of the Plan, rather than such titles or headings, shall control.

SECTION 2. CONTENTS

The Retirement Plan, as is amended, is set forth in this Introduction in the following two parts, the Tables in the Appendix, and applicable supplements, if any.

PART II: BENEFIT PROVISIONS

PART III: ADMINISTRATION AND FINANCING PROVISIONS

PART II

BENEFIT PROVISIONS

SECTION 1. PARTICIPATION

A. An Employee shall become a Participant on the first of the month next following the date on which he has met all of the following conditions:

- (1) Attained the age of 25, and
- (2) completed one Year of Service.

B. Notwithstanding any of the foregoing, an Employee who begins employment on or after age 60 shall be excluded from being a Participant.

C. Notwithstanding Paragraph (A) above, any person who immediately prior to January 1, 1976 was an Employee as defined in the Plan at that time, shall be a Participant.

SECTION 2. VESTING

A. A Participant shall be a "Vested Participant" when he has completed 10 or more Years of Service or when he reaches the Normal Retirement Date, whichever is earlier, and shall have a non-forfeitable right to his accrued "Basic Monthly Benefit" except that such accrued "Basic Monthly Benefit" shall be forfeited in case of death of the Participant unless he is eligible for the Survivor Option as provided in Section 7 D.

B. An Employee who on December 31, 1975 has "Credited Service" as defined and calculated under the Plan as in effect immediately prior to January 1, 1976, shall have Years of Service for vesting purposes equal to the full years and months (at the rate of 166 hours for each completed month divided by 2,000) of such "Credited Service" as of January 1, 1976. In any event, if an Employee on December 31, 1975 has 10 or more years of such Credited Service, such an Employee shall be a Vested Participant.

SECTION 3. BENEFIT ACCRUAL

A. The amount of "Basic Monthly Benefit" accrued for each year of "Benefit Service", including proportional credit for each 1/10th of any fractional part of a year of "Benefit Service" and payable at "Normal Retirement Date", shall be an amount equal to the following:

- (1) 1.5% of the Participant's "Final Average Monthly Salary;" less
- (2) 1.5% of the Participant's Primary Insurance Amount,

provided however;

(a) the amount of (2) above times the years of "Benefit Service" shall never be greater than 55% of such Primary Insurance Amount, and

(b) the Basic Monthly Benefit shall not be less than a minimum monthly benefit equal to \$10.00 multiplied by the years and partial year of "Benefit Service".

B. In the event a Vested Participant retires on an "Optional Early Retirement Date" the Basic Monthly Benefit as determined in Paragraph A of this Section shall be reduced in accordance with the following table:

Age at "Optional Early Retirement Date"	Percentage of Basic Monthly Benefit which shall be paid commencing at "Optional Early Retirement Date"
62 or over	100.0%
61	93.3%
60	86.7%
59	80.0%
58	75.2%
57	69.4%
56	63.5%
55	57.9%

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

SECTION 4. FINAL AVERAGE MONTHLY SALARY

A. For purposes of computing a Participant's Basic Monthly Benefit the term "Final Average Monthly Salary" shall mean his average monthly salary for the highest 60 consecutive months of salary during the last 120 months of salary immediately preceding the last day worked prior to retirement or other termination of employment, excluding overtime, commissions, bonuses and any other special compensation.

(1) In determining Final Average Monthly Salary, the total base earnings for the 60-month period shall be accumulated by calendar quarters. For this purpose the base salary at the end of each quarter shall be used. If base salary is weekly it shall be multiplied by 13; if monthly, by 3; and if stated for any other pay period by the standard number of pay periods within a quarter. If the 60-month period does not coincide with the end of a calendar quarter, the base earnings for the ending fractional quarter shall be based on the last available base salary and the assumption of a full quarter.

(2) If a Participant because of absence for sickness or disability, or other authorized leave of absence, does not have earnings, base earnings shall be imputed at the last effective rate immediately prior to the commencement of such absence for the period of such absence, but in no event more than 20 quarters.

SECTION 5. BENEFIT SERVICE

A. For purposes of this Part II, years of "Benefit Service" for a Participant shall be the sum of:

(1) For service prior to January 1, 1976, the full years and completed months of Credited Service as defined in the Plan immediately prior to this amendment. Completed months shall be converted to 10ths of years by assuming 166 hours for each such month and dividing by 2,000 and rounding up to nearest 10th; and

(2) For service after December 31, 1975 Years of Service as defined in Paragraphs K (3) and (4) of Part I Section 1.

(3) Periods of employment by the Company prior to the effective date the Employee became a Participant in this Plan and which were recognized as Benefit Service under any other tax qualified plan of the Company for which such Employee was eligible prior to such effective date shall be included in Benefit Service hereunder.

(4) Periods of continuous employment by a foreign subsidiary or branch of the Company immediately prior to becoming a Participant in this Plan shall be included in Benefit Service hereunder if the Participant completes 5 continuous Years of Service in the United States.

(5) Periods of continuous employment by a foreign sales agent of the Company immediately prior to becoming a Participant in the Plan shall be counted as Benefit Service hereunder only if the Employee became a Participant in this Plan before January 1, 1978 and only if the Participant completes 5 continuous Years of Service in the United States.

SECTION 6. RETIREMENT DATES

A. A Vested Participant who has not retired before the first day of the month next following his 65th birthday shall be retired as of such date unless prohibited by applicable state or federal law and receive a monthly benefit as determined in Section 3 of this Part II and payable in accordance with the "Form of Benefit" as determined in Section 7 of this Part II. Such Retirement Date shall be known as the Normal Retirement Date.

B. A Vested Participant may elect to retire on the first of any month next following his 55th birthday and prior to his 65th birthday and receive a monthly benefit as determined in Section 3 of this Part II, and payable in accordance with the "Form of Benefit" as determined in Section 7 of this Part II. Such Retirement Date shall be known as the Optional Early Retirement Date.

C. A Vested Participant may elect not to retire on the first day of the month next following his 65th birthday where mandatory retirement at age 65 is prohibited by applicable state or federal law and shall not receive a monthly benefit as determined in Section 3 of this Part II until retirement is effected. Such Retirement Date, when effected, shall be known as the Late Retirement Date. Upon retirement at such Late Retirement Date, the Vested Participant shall receive a monthly benefit as determined in Section 3 of this Part II and payable in accordance with the "Form of Benefit" as determined in Section 7 of this Part II.

SECTION 7. FORMS OF BENEFIT PAYMENTS

A. Subject to the provisions of Paragraph C of this section the Normal Form of Benefits payable to a Vested Participant who is otherwise eligible to receive such benefit shall be:

(1) In the case of a married Vested Participant who is married on the date his benefit payments commence, a monthly Joint & Survivor Annuity having an actuarial value (as determined in Table I of the Appendix) equivalent to that of his benefit determined in accordance with Section 3, under which level pension benefits are payable to him during his lifetime and to his spouse at one-half such rate after his death during the remaining lifetime of such spouse.

(2) In the case of an unmarried Vested Participant, a monthly benefit in the form of a Single Life Annuity payable during his lifetime in an amount determined in accordance with Section 3 of this Part II.

B. Subject to the provision in Paragraph C of this Section 7, a married Vested Participant who is otherwise eligible to receive a benefit may elect to receive, in lieu of the Normal Form of Benefit, a monthly benefit of equivalent actuarial value in any one of the following forms:

(1) A Single Life Annuity payable during the lifetime of the Vested Participant.

(2) A Joint and Survivor Annuity payable during the lifetime of the Vested Participant and continuing after his death at 75% or 100% rate during the remaining lifetime of his spouse if such spouse survives the Vested Participant and the Vested Participant is married to such spouse prior to the Retirement Date.

C. The following provisions apply to the Forms of Benefits provided in Paragraphs A and B of this Section:

(1) A Participant must make written application to the "Plan Administrator" or his delegate prior to the date upon which payments are to commence, subject to the provisions of the remaining Paragraphs of this Sub-section C.

(2) Nine months prior to a married Participant's earliest Optional Early Retirement Date the Participant shall be furnished a written explanation of his Normal Form of Benefit. Such explanation shall set forth the manner in which an Optional Form of Benefit may be requested, the relative financial effect on a Participant's benefits of such a request and shall define the circumstances in which the Joint and Survivor Annuity will be provided unless the Participant has elected another form of benefit pursuant to Subsection B of this Section 7.

(3) A request to receive an Optional Form of Benefit hereunder may be made at any time after receipt of the information described in Paragraph (2) hereof and before the date benefits are due to commence. A request may be changed during such period.

(4) A Participant entitled to a Joint and Survivor Annuity under Section 7 A (1) may, after receipt of the information described in Paragraph (2) hereof, request a further written explanation of the terms and conditions of the Joint and Survivor Annuity and the financial effect upon the particular Participant's benefits of requesting not to receive his benefit in such form. Within 30 days of the Participant's request, the Plan Administrator shall furnish to the Participant a written explanation of the effect of such a request, given in terms of dollars per payment. A request for additional information hereunder may be made at any time after receipt of the information described in Paragraph (2) hereof and before the 90th day prior to the date benefits are due to commence.

(5) Election of an Optional Form of Benefit will not be permitted if it would result in benefit payments of less than \$10 per month to the Participant or to his spouse.

D. In the event of the death of a married active Vested Participant prior to his actual retirement and after attaining age 55, his Surviving Spouse shall be entitled to a "Surviving Spouse Benefit" in an amount equal to 50% of the Basic Monthly Benefit which the Participant would have been entitled to receive if he had elected a 50% Joint and Survivor Annuity option and had elected to retire

on the first of the month succeeding the month in which death occurred. However, such Basic Monthly Benefit shall not be reduced for Early Optional Retirement. Such monthly benefit payments shall commence on the first day of the month next following the date of death of the Participant and shall terminate with the last monthly payment coincident with the date of death of the Participant's Surviving Spouse.

SECTION 8. VESTED TERMINATIONS

A. Any Vested Participant who terminates employment before age 65 shall have a vested benefit, based upon his Benefit Service at the date of such termination at the rate of the Basic Monthly Benefit effective at the time of such termination and payable in accordance with this Plan on the first of any month on or after reaching age 55.

B. If a terminated Vested Participant is subsequently re-employed prior to his having elected to commence benefits, he shall accrue additional Basic Monthly Benefits as provided in Section 3 A of Part II. The amount of vested Basic Monthly Benefit that was accrued prior to such date of re-employment shall not be increased by any increase in Basic Monthly Benefit that may have occurred subsequent to the date of such previous termination of employment, until the Participant has been re-employed for a period of continuous active employment of at least six months. There shall be no duplication of payment for such prior employment.

C. As used in this Section 8, "terminate" shall mean leaving the active employment of the Company for any reason other than an Authorized Leave of Absence.

SECTION 9. TRANSFERRED PARTICIPANTS

A. In the event a Vested Participant is transferred to a position within the Company so that he is no longer eligible for participation under this Plan, his participation in this Plan shall be suspended. In that event no further Benefit Service under this Plan shall accrue on behalf of such transferred Vested Participant until he again qualifies under the requirements for participation in this Plan.

B. Should a Vested Participant whose participation is suspended in accordance with Paragraph A above continue in active employment of the Company until retirement without again becoming eligible for participation in this Plan, the Basic Monthly Benefit accrued prior to the date of such transfer shall be payable at the time, subject to the same rights, privileges and actuarial reductions as provided in this Plan. Should the Vested Participant terminate employment prior to retirement, the Basic Monthly Benefit accrued prior to the date of such transfer shall be payable hereunder in accordance with Section 8 of this Part I with respect to Vested Terminations.

C. In the event a Participant who is not vested is transferred to a position within a domestic subsidiary (partially or wholly owned) or joint venture of the Company, his participation in this Plan shall be suspended. In that event, no further Benefit Service shall accrue on behalf of such transferred Participant until he again qualifies under the requirements for participation in this Plan. If the transferred Participant whose participation is suspended is subsequently re-employed by the Company in a position covered by the Plan after continuous service with such subsidiary or joint venture, he shall have the status of a

continuing Participant. In the event such transferred Participant terminates service with such domestic subsidiary or joint venture without being immediately re-employed by the Company but after having completed 10 Years of Service with the Company and such subsidiary or joint venture, he shall be entitled to the Basic Monthly Benefit accrued prior to his transfer, payable in accordance with Section 8 with respect to Vested Terminations.

SECTION 10. REDUCTION IN MONTHLY BENEFIT

The Basic Monthly Benefit shall be reduced by the total of the following amounts:

A. Any Employer annuities purchased for the Participant prior to May 1, 1948, which have vested under Group Annuity Contract No. AC 285.

B. Any monthly annuity provided under any plan or contract to which the Company or any of its subsidiaries, joint ventures, sales agents or any predecessor thereof have contributed and covering a period of employment considered in computing Benefit Service under the Plan (except the deferred annuities, if any, purchased for the Participant by Union Bank as Trustee of Business Systems Incorporated Profit Sharing Retirement Plan); provided, however, that if the monthly annuity provided under such other plan or contract is in excess of the monthly benefit payable under this Plan for the same period of employment, the excess shall not reduce the monthly benefit payable hereunder.

C. The amount of any deferred annuity purchased for the Participant by Union Bank as Trustee of Business Systems Incorporated Profit Sharing Retirement Plan under Contract AC 1824 with The Equitable Life Assurance Society of the United States, and covering employment prior to December 1, 1964 with Business Systems Incorporated, a California corporation, and Business Systems Company, an Arizona corporation. The reduction hereby provided shall be limited to the amount of \$2.80 per month for each year of service accepted as Benefit Service under this Plan (including proportionate reduction for each full month of any fractional part of a year). If retirement occurs before age 65, or upon any basis different than the Normal Annuity Form provided in the contract, appropriate actuarial adjustment shall be effective even if the Participant elects to cancel said deferred annuity as provided under Contract AC 1824.

D. The actuarial equivalent as a monthly annuity on the same basis as the Basic Monthly Benefit of any lump sum or other payments arising from plans such as but not limited to, profit sharing, provident, or money purchase of the Company, its subsidiaries, joint ventures, sales agents or any predecessor thereof, and attributable to periods of employment considered in computing Benefit Service under the Plan to the extent that such sums or payments are attributable to other than employee contributions.

E. In the case of a Participant whose period of Benefit Service includes employment outside of the United States, the amount, if any, by which any social benefit or severance payment provided under local law of a foreign country or state exceeds the Social Security PIA payable at the time to a comparable Participant covered under Social Security. In the event such social benefit or severance payment created in favor of the Participant by such foreign countries or states is paid in a lump

sum, such sum shall be the actuarial equivalent as a monthly annuity on the same basis as the Basic Monthly Benefit. In any event, the amount of offset shall be adjusted to reflect only the amount provided by other than employee contributions and shall also be adjusted to reflect service with NCR Corporation versus total service under such social system.

SECTION 11. RE-EMPLOYED RETIRED PARTICIPANT

In the event an Employee retires under this Plan or any other plan of the Company and is then subsequently re-employed by the Company and becomes a Participant in the Plan, any monthly benefit he is then receiving shall be suspended. During the period of re-employment he shall be eligible to accrue Benefit Service under the then current provisions of the Plan. At the time of subsequent retirement, the previously suspended monthly benefit shall commence in the same amount and form as was effective at the time of suspension and, in addition, any benefit derived from the additional Benefit Service accrued during the period of re-employment shall be payable under the then current provisions of the Plan.

PART III

ADMINISTRATION AND FINANCING PROVISIONS

SECTION 1. ADMINISTRATION

A. The Fiduciaries shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan or the trust agreements. In general the Company shall have the sole responsibility for making the contributions necessary to provide benefits under the Plan as specified in Section 2, and shall have the sole authority to appoint and remove Trustees, members of the Retirement Committee, and to amend or terminate, in whole or in part, this Plan or the trust agreements. The Retirement Committee shall have the sole responsibility for the administration of this Plan, which responsibility is specifically described in this Plan and the trust agreements. Each Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan or the trust agreements, as the case may be, authorizing or providing for such direction, information or action. Furthermore, each Fiduciary may rely upon any such direction, information or action of another Fiduciary as being proper under this Plan or the trust agreements, and is not required under this Plan or trust agreements to inquire into the propriety of any such direction, information or action. It is intended under this Plan and the trust agreements that each Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and the trust agreements and shall not be responsible for any act or failure to act of another Fiduciary except to the extent otherwise provided by the Employee Retirement Income Security Act of 1974 (hereinafter referred to as ERISA). No Fiduciary guarantees the "Pension Fund" in any manner against investment loss or depreciation in asset value.

B. The Plan shall be administered by the Retirement Committee. The Retirement Committee may delegate all administration of this Plan to a Plan Administrator who may further delegate such administrative responsibilities as he shall deem appropriate to additional administrators. The Retirement Committee shall be the "named fiduciary" under ERISA with authority to control and manage the operation and administration of the Plan, with authority to employ one or more persons to render advice with regard to any of its responsibilities under the Plan, and with authority to appoint one or more Investment Managers to manage (including the power to acquire and dispose of) any assets of the Plan except to the extent required by ERISA, if the Committee shall delegate authority pursuant to the foregoing provisions, it shall not be responsible for any act or omission of such person carrying out such responsibility. The Retirement Committee shall have no responsibility for the investment of the assets of the Plan, which investment shall be exclusively the responsibility of the Investment Managers.

C. The Retirement Committee shall make all determinations as to the right of any person to a benefit. Any denial by the Retirement Committee of the claim for benefits under the Plan by a Participant or beneficiary shall be stated in writing by the Retirement Committee and delivered or mailed to the Participant or beneficiary, and such notice shall set forth the specific reasons for the denial, written to the best of the Retirement Committee's ability, in a manner that may be understood without legal or actuarial counsel. In addition, the Retirement Committee shall afford a reasonable opportunity to any Participant or beneficiary whose claim for benefits has been denied for a review of the decision denying the claim.

D. The Retirement Committee shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued thereunder relating to records of Participant's service, accrued benefits and the percentage of such benefits which are nonforfeitable under the Plan, notifications to Participants, annual registration with the Internal Revenue Service, annual reports to the Department of Labor, and reports to the PBGC.

E. The Retirement Committee shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

- (1) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;
- (2) to prescribe procedures to be followed by Participants or beneficiaries filing applications for benefits;
- (3) to prepare and distribute, in such manner as the Retirement Committee determines to be appropriate, information explaining the Plan;
- (4) to receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan;
- (5) to furnish the Company, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- (6) to receive and review the periodic valuation of the Plan made by the actuary;
- (7) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of the "Pension Fund" from the Trustee;
- (8) to appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel;
- (9) to determine the funding policy of the Plan, and to appoint Investment Managers for the Trust Funds.

The Retirement Committee shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a pension under the Plan.

F. The Retirement Committee may adopt such rules and actuarial tables as it deems necessary, desirable, or appropriate. All rules and decisions of the Retirement Committee shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Retirement Committee shall be entitled to rely upon information furnished by a Participant or beneficiary, the Company, the legal counsel of the Company, the actuary or the Trustee.

G. The Retirement Committee may act at a meeting or in writing without a meeting. The Retirement Committee shall elect one of its members as chairman, appoint a secretary who may or may not be a Retirement Committee member, and advise the Trustee of such action in writing. The secretary shall keep a record of all meetings and forward all necessary communications to the Company, the Trustee or the actuary. The Retirement Committee may adopt such bylaws and regulations as it deems desirable for the conduct of its affairs. All decisions of the Retirement Committee shall be made by the vote of the majority including actions in writing taken without a meeting.

H. The Retirement Committee shall issue directions to the Trustee concerning all benefits which are to be paid from the "Pension Fund" pursuant to the provisions of the Plan, and warrants that all such directions are in accordance with this Plan.

SECTION 2. PLAN FINANCING

A. The benefits provided by the Plan shall be discharged from moneys contributed in the past by the Company and moneys contributed hereafter by the Company under the Plan. All such moneys shall collectively be known as the "Pension Fund".

B. At no time prior to the satisfaction of all liabilities under the Plan to Participants, joint annuitants and beneficiaries shall any part of the corpus or income of the Pension Fund be used for or diverted to any other purposes than for their exclusive benefit.

Notwithstanding anything hereinbefore to the contrary, a contribution which:

- (1) was made under a mistake of fact, or
- (2) was conditioned upon deduction of the contribution under Section 404 of the Internal Revenue Code of 1954 and such deduction is disallowed, or
- (3) conditioned upon qualification of the Plan under Section 401(a) of the Internal Revenue Code of 1954 and the Plan does not so qualify, shall be returned to the Company within one year after the payment of the contribution, the disallowance of the deduction (to the extent disallowed), or the date of denial of the qualification of the Plan, whichever is applicable.

C. The Company shall execute trust agreements and/or contracts with the Trustees, who shall receive, hold and disburse such contributions, interest and other income as may be necessary to pay such of the benefits or portions thereof under this Plan. Except as otherwise provided in Section 5 of this Part III, all assets of the Pension Fund including investment income, shall be held for the exclusive benefit of the Participants and their beneficiaries, shall be used to pay benefits to such persons or to pay administration expenses to the extent not paid by the Company, and shall not revert or inure to the benefit of the Company.

D. The Retirement Committee shall select and appoint such number of Investment Managers as it shall deem appropriate. Such Investment Manager shall have exclusive responsibility for the investment of the Pension Fund.

E. Contributions:

(1) The Company agrees subject to Section 4 of this Part III to make annual contributions to the Pension Fund in such amounts and at such times as determined by the Retirement Committee in accordance with the funding method and policy to be established by the Retirement Committee.

(2) No Employee may make contributions to the Plan.

(3) The Benefits of the Plan shall be only such as can be provided by the assets of the Pension Fund and there shall be no liability or obligation on the part of the Company to make any further contributions to the Pension Fund in event of termination of the Plan. No liability for the payment of benefits under the Plan shall be imposed upon the Company, the officers, directors, or stockholders of the Company, except for those liabilities which may be imposed by the Pension Benefit Guaranty Corporation under the applicable law.

F. Forfeitures arising from severance of employment, death, or for any other reason shall not be applied to increase the benefits any Participant would otherwise receive under the Plan at any time prior to the complete discontinuance of the Company's contributions. Amounts arising from such forfeitures shall be used to reduce the Company's contributions hereunder.

SECTION 3. PENSION PAYMENT PROVISIONS

A. Pensions shall be paid monthly upon written application of the Participant to the Company.

(1) The first monthly payment of a Participant's pension shall be as of the first day of the month next following the month in which the Participant actually retires and shall be payable monthly thereafter.

(2) Pension payments are not payable with respect to any period for which weekly accident or sickness benefits are payable to the Participant under any Plan to which the Company has contributed. If such accident and sickness benefits during any month are payable for a period of less than four and one-third weeks, the monthly pension payable for that month shall be reduced by the percentage which such period of accident and sickness benefits is of four and one-third weeks.

B. The pension benefits payable under the Plan to any Participant or Surviving Spouse, if such election is in effect, shall cease as of the date of death of such Participant or Surviving Spouse.

C. A Participant, joint annuitant or beneficiary hereunder shall have no right to assign, transfer, hypothecate, encumber, commute or anticipate his interest in any payments under this Plan, and such payments shall not in any way be subject to any legal procedures to levy upon or attach the same for payment for any claim against any Participant, joint annuitant, or beneficiary, unless these restrictions may be contrary to the laws of any state having jurisdiction in the premises.

D. If a payee entitled to receive payments under the Plan is incompetent to receive such payments and to give a valid release therefor, and if no guardian, committee or other representative of the estate of such payee shall have been duly appointed, such payments may be made to the person or institution maintaining or having custody of such payee, and any such payment shall be in complete discharge of any and all liability under the Plan for such payment.

E. In the case of misstatement or error, there shall be no liability for any greater payment than that which would be payable on the basis of the true facts. Overpayment may be deducted from and underpayments may be added to any payments due under the Plan or shall be otherwise corrected.

F. Small Pensions: If any pension payable under the Plan is less than \$10 a month, payment may be made at such intervals as will make the payments amount to at least \$10.00 each.

SECTION 4. AMENDMENT, SUSPENSION OR DISCONTINUANCE

A. The Company reserves all rights at any time or from time to time to amend, suspend or discontinue the Plan, in whole or in part, including the right to make any amendments to a contract with the Insurance Company, or to a trust agreement with the Trustee and the right to amend any rules adopted by the Company for the administration of the Plan. No retroactive amendment shall be made unless required to qualify or retain the qualification of the Plan under the Internal Revenue Code, ERISA, any other law, or under any applicable regulations thereunder.

B. Any modifications, alterations or amendments required by the Internal Revenue Service or other appropriate Government Agency for the purpose of approval of the Plan under Section 401 and other applicable provisions of the Internal Revenue Code and applicable provisions of ERISA shall be made.

C. This Plan shall be effective as of January 1, 1976 contingent upon and subject to subsequent approval of the Plan and Trust established in connection therewith for exemption from taxation under Section 401 and other applicable provisions of the Internal Revenue Code, and deductibility of contributions by the Company under Section 404 and any other applicable provision of said Code and further qualification under any applicable provisions of ERISA.

SECTION 5. DISTRIBUTION OF FUND ON TERMINATION

A. If the Plan is terminated in accordance with Section 4 A above, the Plan assets will be distributed as prescribed by Section 4044(a) of ERISA provided, however, that benefits accrued to the date of such termination to the extent then funded shall be vested.

B. When the Pension Fund has been so allocated, the Retirement Committee shall determine whether;

(1) to continue the Pension Fund in operation as the source of payment in whatever amount the moneys so allocated to the Participants or former Participants will provide, or

(2) to liquidate the Pension Fund and direct the application thereof for the purchase from the Insurance Company of immediate or deferred annuities of whatever moneys so allocated to Participants or former Participants will provide; subject however to the requirements established by the Pension Benefit Guaranty Corporation.

C. In the event there is any remaining balance in the Pension Fund after making a provision deemed adequate for the full amount of benefits hereintofore specified as payable in the case of termination of the Plan, such remaining balance shall be returned to the Company.

SECTION 6. RIGHT OF COMPANY TO TERMINATE EMPLOYMENT

Nothing contained in the Plan shall be deemed to give an Employee the right to be retained in the Company's employment, or to interfere with the Company's right to terminate the employment of or to retire any Employee at any time.

SECTION 7. MERGERS AND CONSOLIDATIONS OF PLANS OR TRANSFERS OF PLAN ASSETS

If in the event it becomes necessary for the Plan to merge or consolidate with, or transfer its assets or liabilities to any other plan each Participant in the Plan would be entitled (if the Plan then terminated) to receive immediately after such merger, consolidation, or transfer, a benefit which is equal to or greater than the benefit he would have been entitled to receive immediately before such merger, consolidation, or transfer (if the Plan had then terminated).

SECTION 8. PARTIAL TERMINATION

A. If at any time a group of Employees who have been covered by the Plan shall be excluded as a result of a partial termination of the Plan as declared by the Company, the Company shall provide for the determination of the pro rata share of the Pension Fund allocable to the excluded group. The rights of such Employees to benefits accrued to the date of such partial termination to the extent then funded shall be vested. The amount of such pro rata share shall be determined as of the effective date of such partial termination on the basis of the active, Vested and Retired Participants included in the group so excluded from the Plan.

B. The amount determined in accordance with Paragraph A of this Section shall be applied to provide the benefits for the excluded Employees in the order of priority applicable to the allocation of Pension Fund assets in the event of complete termination of the Plan as set forth in Section 5 of this Part III.

SECTION 9. TEMPORARY BENEFIT RESTRICTIONS

A. If the Plan is terminated, or as long as the current costs thereof have not been met at any time during the 10-year period beginning July 1, 1975, the Monthly Pension which any of the highest paid Participants may receive under the Retirement Plan shall not exceed his unrestricted benefits at that time. If at the end of such 10-year period, the full current costs have not been met, the restrictions will continue to apply until full current costs are funded for the first time. These conditions shall not prohibit the payment of the full Monthly Pension called for by the Plan to a Joint Annuitant of a former Participant who died while the Plan is in full effect and the current costs have been met. Current payments of Monthly Pension benefits made prior to termination (or failure to meet current costs) are not restricted.

For the purposes of this paragraph:

(1) The term "Highest Paid Participating Employee" shall mean such of the 25 highest paid Participants on July 1, 1975, whose anticipated annual pension benefit determined under the Retirement Plan at Normal Retirement Date exceeds \$1,500:

(2) The term "Unrestricted Benefits" shall mean the Monthly Pension under the Plan payable to the Participant or his Joint Annuitant which has been provided by Company contributions not exceeding the largest of the following amount:

(a) The Company contributions (or funds attributable thereto) which would have been applied to provide the benefits for the Participant if the Retirement Plan as it existed prior to July 1, 1975, had been continued without change; or

(b) The sum of (a) the Company contributions (or funds attributable thereto) which would have applied to Participants under the Retirement Plan if it had been terminated on June 30, 1975, and (b) an amount equal to 20% of the first \$50,000 of the Participant's annual earning rate on July 1, 1975, multiplied by the number of years since that date; and

(3) Full current costs will have been met as long as the unfunded costs of the Company under the Plan for benefits payable thereunder do not exceed the amount of such unfunded cost on July 1, 1975.

SECTION 10. LIMITATION ON BENEFITS

A. Annual benefits on the Life Annuity Basis with respect to a Participant shall not exceed the lesser of:

(1) \$84,525, with said amount automatically adjusted annually for increases in the cost of living in accordance with Regulations issued by the Secretary of the Treasury pursuant to the provisions of Section 415 (d) of the Internal Revenue Code, or

(2) 100% of the Participant's average compensation for his highest three consecutive years.

SECTION 11. CONSISTENCY WITH STATE/FEDERAL LEGISLATION

A. The Plan shall be construed, regulated and administered under the laws of the State of Ohio except to the extent such laws have been superceded by federal law.

B. The Plan shall be consistent with federal legislation and, if any provisions shall be found to be inconsistent with such legislation, the Plan shall be amended to correct this deficiency.

SUPPLEMENTAL PENSION NO. 1

A Supplemental Monthly Benefit shall be payable in the amount of \$1.00 for each year of Credited Service, including proportionate credit for each full month of any fractional part of a year to each former employee who:

- (1) retired prior to September 1, 1967,
- (2) was age 55 or older at the time of his retirement or other termination of employment, and
- (3) was either eligible for retirement income under this Plan or would have been so entitled had the Plan been in effect at the time of his retirement or termination of employment.

The Supplemental Monthly Benefit shall commence with the first Basic Monthly Benefit payable after December 31, 1968 (or deemed payable in accordance with the foregoing) and shall terminate with the last monthly payment preceding the employee's death, regardless of the form of the benefit otherwise payable hereunder. In no event shall an employee's Supplemental Monthly Benefit exceed an amount which, when added to his Basic Monthly Benefit, equals the Basic Monthly Benefit payable hereunder to an employee retiring after December 31, 1968, with the same number of years of Credited Service.

SUPPLEMENTAL PENSION NO. 2

A Supplemental Monthly Benefit shall be payable in the amount of \$1.00 or to a benefit level of \$5.50, whichever is greater, for each year of Credited Service, including proportionate credit for each full month of any fractional part of a year to each former employee, or the Joint Annuitant of a deceased former employee, who

- (1) retired prior to July 1, 1975,
- (2) was age 55 or older at the time of his retirement or other termination of employment, or was terminated between the ages of 50 and 55 and subsequently retired within the 5 years limit, and
- (3) was either eligible for retirement income under this Plan or would have been so entitled had the Plan been in effect at the time of his retirement or termination of employment.

The Supplemental Monthly Benefit shall commence with the first Basic Monthly Benefit payable after June 30, 1975 for those retirees receiving a pension payment on January 1, 1976. Based on conditions at the time of retirement, such Supplemental Monthly benefit shall be reduced for Optional Early Retirement and/or a Joint and Survivor Annuity election using the factors applicable to the election as set forth in the Pension Plan in effect on June 30, 1975. In no event shall the increased benefit, prior to application of any appropriate reduction factor, exceed the July 1, 1975 benefit level of the plan under which the individual retired.

APPENDIX

TABLE 1

50% J&S

This table shows the percentage of the Basic Monthly Benefit payable to the Participant and continuing to his surviving Spouse at one-half the rate after his death during the remaining lifetime of such spouse.

Age of Surviving Spouse	Age of Employee										
	55	56	57	58	59	60	61	62	63	64	65
65	94.2	93.6	93.0	92.3	91.6	90.8	90.0	89.0	88.1	87.0	85.9
64	93.8	93.2	92.5	91.8	91.1	90.3	89.4	88.4	87.4	86.3	85.2
63	93.4	92.7	92.1	91.3	90.6	89.7	88.8	87.8	86.8	85.7	84.5
62	92.9	92.3	91.6	90.8	90.0	89.1	88.2	87.2	86.1	85.0	83.8
61	92.5	91.9	91.1	90.3	89.5	88.6	87.6	86.6	85.5	84.3	83.1
60	92.1	91.4	90.7	89.8	89.0	88.0	87.0	86.0	84.8	83.6	82.4
59	91.7	91.0	90.2	89.3	88.4	87.5	86.4	85.4	84.2	83.0	81.7
58	91.2	90.5	89.7	88.8	87.9	86.9	85.9	84.8	83.6	82.4	81.0
57	90.8	90.0	89.2	88.3	87.4	86.4	85.3	84.2	83.0	81.7	80.4
56	90.4	89.6	88.7	87.8	86.9	85.8	84.7	83.6	82.4	81.1	79.8
55	89.9	89.1	88.3	87.3	86.3	85.3	84.2	83.0	81.8	80.5	79.2
54	89.5	88.7	87.8	86.9	85.8	84.8	83.7	82.5	81.2	79.9	78.6
53	89.1	88.2	87.3	86.4	85.4	84.3	83.1	81.9	80.7	79.4	78.0
52	88.7	87.8	86.9	85.9	84.9	83.8	82.6	81.4	80.1	78.8	77.4
51	88.3	87.4	86.4	85.4	84.4	83.3	82.1	80.9	79.6	78.3	76.9
50	87.8	87.0	86.0	85.0	83.9	82.8	81.6	80.4	79.1	77.8	76.4

An interpolation shall be made for the age of the employee on the basis of full years and months as of the date of retirement.

Age for the spouse of the employee shall be rounded to the nearest even age in full years as of the date of the employee's retirement.

Factors for other ages are available upon request.

APPENDIX

TABLE 2

75% J&S

This table shows the percentage of the Basic Monthly Benefit payable to the Participant and continuing to his Surviving Spouse at three-fourths the rate after his death during the remaining lifetime of such spouse.

Age of
Surviving
Spouse

	Age of Employee										
	55	56	57	58	59	60	61	62	63	64	65
65	91.5	90.7	89.8	88.9	87.9	86.8	85.7	84.4	83.1	81.7	80.2
64	90.9	90.1	89.2	88.2	87.2	86.1	84.9	83.6	82.2	80.8	79.3
63	90.4	89.5	88.6	87.6	86.5	85.3	84.1	82.8	81.4	79.9	78.4
62	89.8	88.9	87.9	86.9	85.8	84.6	83.3	81.9	80.5	79.0	77.5
61	89.2	88.3	87.3	86.2	85.0	83.8	82.5	81.1	79.7	78.2	76.6
60	88.6	87.6	86.6	85.5	84.3	83.1	81.7	80.3	78.9	77.3	75.7
59	88.0	87.0	86.0	84.8	83.6	82.3	81.0	79.5	78.0	76.5	74.9
58	87.4	86.4	85.3	84.1	82.9	81.6	80.2	78.8	77.2	75.7	74.0
57	86.8	85.8	84.6	83.5	82.2	80.9	79.5	78.0	76.5	74.9	73.2
56	86.2	85.1	84.0	82.8	81.5	80.2	78.7	77.3	75.7	74.1	72.4
55	85.6	84.5	83.4	82.1	80.8	79.5	78.0	76.5	75.0	73.4	71.7
54	85.1	83.9	82.7	81.5	80.2	78.8	77.3	75.8	74.3	72.6	71.0
53	84.5	83.3	82.1	80.9	79.5	78.1	76.7	75.1	73.6	71.9	70.3
52	83.9	82.8	81.5	80.2	78.9	77.5	76.0	74.5	72.9	71.3	69.6
51	83.4	82.2	80.9	79.6	78.3	76.9	75.4	73.9	72.3	70.6	68.9
50	82.8	81.6	80.4	79.1	77.7	76.3	74.8	73.2	71.6	70.0	68.3

An interpolation shall be made for the age of the employee on the basis of of full years and months as of the date of retirement.

Age for the spouse of the employee shall be rounded to the nearest even age in full years as of the date of the employee's retirement.

Factors for other ages are available upon request.

APPENDIX

TABLE 3

100% J&S

This table shows the percentage of the Basic Monthly Benefit payable to the Participant and continuing to his Surviving Spouse at the same rate after his death during the remaining lifetime of such spouse.

Age of
Surviving
Spouse

	Age of Employee										
	55	56	57	58	59	60	61	62	63	64	65
65	89.0	88.0	86.9	85.7	84.5	83.2	81.7	80.2	78.7	77.0	75.3
64	88.3	87.2	86.1	84.9	83.6	82.2	80.8	79.3	77.6	75.9	74.2
63	87.5	86.5	85.3	84.1	82.7	81.3	79.8	78.3	76.6	74.9	73.1
62	86.8	85.7	84.5	83.2	81.9	80.4	78.9	77.3	75.6	73.9	72.1
61	86.1	84.9	83.7	82.4	81.0	79.5	78.0	76.3	74.6	72.9	71.0
60	85.4	84.2	82.9	81.6	80.1	78.6	77.0	75.4	73.7	71.9	70.0
59	84.6	83.4	82.1	80.7	79.3	77.7	76.1	74.5	72.7	70.9	69.1
58	83.9	82.6	81.3	79.9	78.4	76.9	75.2	73.6	71.8	70.0	68.1
57	83.2	81.9	80.5	79.1	77.6	76.0	74.4	72.7	70.9	69.1	67.2
56	82.4	81.1	79.8	78.3	76.8	75.2	73.5	71.8	70.0	68.2	66.4
55	81.7	80.4	79.0	77.5	76.0	74.4	72.7	71.0	69.2	67.4	65.5
54	81.0	79.7	78.2	76.8	75.2	73.6	71.9	70.2	68.4	66.6	64.7
53	80.3	79.0	77.5	76.0	74.4	72.8	71.1	69.4	67.6	65.8	63.9
52	79.6	78.3	76.8	75.3	73.7	72.1	70.4	68.6	66.9	65.0	63.2
51	79.0	77.6	76.1	74.6	73.0	71.4	69.7	67.9	66.1	64.3	62.5
50	78.3	76.9	75.4	73.9	72.3	70.7	69.0	67.2	65.5	63.6	61.8

An interpolation shall be made for the age of the employee on the basis of full years and months as of the date of retirement.

Age for the spouse of the employee shall be rounded to the nearest even age in full years as of the date of the employee's retirement.

Factors for other ages are available upon request.

NCR Savings and Retirement Plans Handbook

Effective April 1, 2013

www.netbenefits.com

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NCR Savings Plan Handbook

NCR Pension Plan Handbook

Employee Stock Purchase Plan Handbook

INTRODUCTION

NCR provides eligible employees with a 401(k) Savings Plan to help save for retirement. In addition, employees have the opportunity to enroll in a variety of investment programs such as the Employee Stock Purchase Plan. This Handbook can help you learn more about how the retirement plans and investment programs can help meet your long-term financial goals.

This Handbook also includes important information about the NCR Pension Plan, which was frozen for all participants effective December 31, 2006.

You can find information about other NCR benefit offerings by reviewing one of the following Handbooks:

- **Health and Dental Plans Handbook** describes the Health and Dental Care Plans, Health and Dependent Day Care Flexible Spending Accounts and the Vision Care Plan.
- **Disability and Life Insurance Plans Handbook** describes the Short- and Long-Term Disability Plans, Employee and Dependent Life Insurance, Accidental Death & Dismemberment Insurance, Global Business Travel Accident Insurance and Travel Assistance Services.
- **Work/Life Programs & Life Events Handbook** describes a variety of benefits to help you balance your work and personal life—including time-off benefits such as vacation and holidays as well as Employee and Family Resource Programs (e.g., The LifeManagement Program including the Lactation Program and Fitness Centers). The Handbook also describes the Voluntary Benefit Programs such as MetLife Long-Term Care Insurance, the Employee Home Mortgage Program and MetLife Auto & Home Insurance. In addition, use the Life Events Chart to help you make important benefit decisions for different life situations.

If you need assistance in understanding your benefits, important phone numbers and web sites are listed throughout this Handbook. If you are not sure where to go for help, contact the NCR Benefits Service Center at 1-800-245-9035.

All Handbooks are available on Fidelity NetBenefits® at www.netbenefits.com. If you do not have web access, you can contact the NCR Benefits Service Center at 1-800-245-9035 to request a printed Handbook.

This Handbook is a summary of your benefits. Full details are contained in the Plan document available from the Plan Administrator for examination. The Plan Administrator is required by law to provide the applicable Plan document within 30 days of your request. You may be asked to pay reasonable costs for copying. In the case of any discrepancy between the official Plan documents and this Handbook, the official Plan document will control.

Plan Amendment and Termination

NCR reserves the right, in its sole and absolute discretion, to amend, modify or terminate any of the benefit plans summarized in this Handbook, in whole or part, at any time and from time to time for any reason without the consent of any other person.

IMPORTANT PHONE NUMBERS AND WEB SITES

Several toll-free numbers and web sites are available to help you get the most from your Savings Plan. Note: Some information or services may not be available online.

Contact	Services	Hours
<p>NCR Benefits Service Center 1-800-245-9035 (TDD: 1-888-343-0860) www.netbenefits.com</p>	<ul style="list-style-type: none"> • Enroll in or opt out of the NCR Savings Plan • Change your contribution percentage rate • Obtain current prices and yields • Change your investment elections • Initiate a transfer (exchange) • Request a loan or withdrawal • Obtain general plan information • Request mutual fund prospectuses and other fund information • Obtain information about your pension benefits, including an estimate of your pension benefits • Initiate the retirement process to start your pension 	<p>Customer Service: Monday through Friday, 8:30 a.m. to 8:00 p.m., Eastern time (excluding New York Stock Exchange holidays)</p> <p>Voice Response System: 24 hours a day, 7 days a week</p>
<p>Fidelity 1-800-544-9354 www.netbenefits.com</p>	<ul style="list-style-type: none"> • Distribution of Employee Stock Purchase Plan Account 	<p>Customer Service: Monday through Friday, 8:30 a.m. to 8:00 p.m., Eastern time (excluding New York Stock Exchange holidays)</p> <p>Voice Response System: 24 hours a day, 7 days a week</p>

NCR Savings Plan Handbook

Effective April 1, 2013

www.netbenefits.com

INTRODUCTION

The NCR Savings Plan ("Savings Plan") is a 401(k) Plan which offers eligible employees a convenient way to save for retirement. Your contributions to the Savings Plan are made through payroll deductions. In addition to your contributions, NCR makes company contributions.

If you need assistance in understanding your Savings Plan benefits, important phone numbers and web sites are listed throughout this Handbook. If you are not sure where to go for help, contact the NCR Benefits Service Center at 1-800-245-9035.

This Handbook is a summary of your benefits under the Savings Plan. Full details of the Savings Plan are contained in the Savings Plan document which is available from the Plan Administrator for examination. The Plan Administrator is required by law to provide the document within 30 days of your request. You may be asked to pay reasonable costs for copying the document. In the case of any discrepancy between the official Savings Plan document and this Handbook, the Savings Plan document will control.

Plan Amendment and Termination

NCR reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Savings Plan, in whole or part, at any time and from time to time for any reason without the consent of any other person.

IMPORTANT PHONE NUMBERS AND WEB SITES

A toll-free number and web site is available to help you get the most from the Savings Plan.
 Note: Some information or services may not be available online.

Contact	Services	Hours
<p>NCR Benefits Service Center 1-800-245-9035 (TDD: 1-888-343-0860)</p> <p>www.netbenefits.com</p>	<ul style="list-style-type: none"> • Enroll in or opt out of the NCR Savings Plan • Change your contribution percentage rate • Obtain daily fund quotes and performance of investments • Review historical fund performance information • Change your investment elections • Initiate a transfer (exchange) • Request a loan or withdrawal • Obtain general plan information • Request prospectuses and other fund information 	<p>Customer Service: Monday through Friday, 8:30 a.m. to 8:00 pm., Eastern time (excluding New York Stock Exchange holidays)</p> <p>Voice Response System: 24 hours a day, 7 days a week</p>

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A QUICK LOOK AT THE SAVINGS PLAN

The Components of Your Savings Plan Account

- **NCR offers two employee contribution options in the Savings Plan: a traditional pre-tax 401(k) option and a Roth after-tax option:**

Under the pre-tax option, income tax on your contributions and related earnings is deferred until you make a withdrawal from your account.

Under the Roth after-tax option, distribution of your contributions and related earnings is tax-free if certain conditions are met.

Contribution Amounts

- **Your pre-tax and/or after-tax Roth contribution limits as a percentage of compensation:**

If your compensation in 2012 is less than \$115,000 (for the 2013 limits)	If your compensation in 2012 is equal to or greater than \$115,000 (for the 2013 limits)
Pre-tax maximum: 50%	Pre-tax maximum: up to 13%
Roth after-tax maximum: 50%	Roth after-tax maximum: up to 13%
Total maximum: 50%	Total maximum: up to 13%

- **Company matching contributions**
NCR will match 50% of the first 4% of eligible compensation that you contribute to the Savings Plan (up to the IRS limits). However, if you are a customer engineer, retail technician, or territory technical specialist, and you earned less than a prescribed amount of compensation with NCR during the prior calendar year (*for 2013, the limit is \$115,000 for 2012 compensation*) NCR will match 50% of the first 7% of eligible compensation that you contribute to the Savings Plan (up to the IRS limits).
- **Catch-up contributions**
If you are age 50 or older at any time during the year, you may contribute up to 60% of your eligible compensation (up to the IRS limit).
- **True-up contributions**
NCR will true up the company matching contributions in order to maximize the matching contributions to your account for the year. True up contributions, if any, will be deposited to your account as soon as administratively possible following the end of the year.

	<ul style="list-style-type: none"> • Rollover contributions You may make a rollover contribution to the Savings Plan of amounts received from a previous employer's qualified plan or an Individual Retirement Account (IRA).
Eligibility	<p>As a general rule, full-time and part-time employees, including interns are eligible to participate in the Savings Plan. Contractors, leased employees and certain other employee groups are not eligible to participate in the Savings Plan.</p> <p>Once eligible, you may begin contributing after you receive your first pay check and company matching contributions will begin at the same time.</p>
Enrolling in the Plan	<ul style="list-style-type: none"> • Automatic enrollment When you become first eligible to participate, you will be enrolled automatically in the Savings Plan with a contribution rate of 4% of your eligible compensation. Automatic enrollment is effective 45 days after your date of hire or rehire. • Deferrals You may make a different (larger or smaller) contribution election or you may opt out of the Savings Plan at any time by electing a 0% contribution.
Vesting	<p>When you are vested, you own your account.</p> <p>Your contributions and related earnings are always 100% vested. Company contributions (matching, including true-up, and discretionary contributions) and related earnings are vested in 20% increments over 5 years of service as an employee. (If you were a participant in a plan that was merged into the Savings Plan, special vesting rules may apply on company contribution and related earnings amounts that were merged into the Savings Plan).</p>
Accessing Your Account <i>While you're with NCR</i>	<ul style="list-style-type: none"> • Loans You may borrow from your Savings Plan account subject to certain restrictions. Repayments, including interest, are credited back to your account. • In-Service Withdrawals In-service withdrawals, including hardship withdrawals, are available subject to certain restrictions.

<p>Accessing Your Account</p> <p><i>When you leave NCR</i></p>	<p>If your vested account balance (excluding rollover contributions and related earnings) is \$5,000 or less you may:</p> <ul style="list-style-type: none"> • Receive your vested account balance in a lump sum cash payment. • Roll over your vested account balance to an IRA or another employer’s qualified plan, if permitted by that plan. • Receive your vested account balance in regular quarterly installments over a period of 5, 10, or 15 years, or your life expectancy, at your choice. (You may discontinue installments at any time). • If your vested account balance (excluding rollover contributions and related earnings) is greater than \$1,000 and less than or equal to \$5,000 and you take no action, your vested account balance will automatically be rolled over to an IRA. • If your vested account balance (excluding rollover contributions and related earnings) \$1,000 or less and you take no action, your vested account balance will be automatically distributed to you in cash. <p>If your vested account balance (excluding rollover contributions and related earnings) is greater than \$5,000 you may:</p> <ul style="list-style-type: none"> • Leave your vested account balance in the Savings Plan and defer your distribution to a later date. • Receive your vested account balance in a lump sum cash payment. • Roll over your vested account balance to an IRA or another employer’s qualified plan, if permitted by that plan. • Receive your vested account balance in regular quarterly installments over a period of 5, 10, or 15 years, or your life expectancy, at your choice. (You may discontinue installments at any time).
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WHERE TO GO FOR INFORMATION

Fidelity Investments is the primary recordkeeper of the Savings Plan. You can obtain personal account information and make transactions online through Fidelity NetBenefits® at www.netbenefits.com and by calling the NCR Benefits Service Center at 1-800-245-9035 (TDD for the hearing impaired: 1-888-343-0860).

Your Personal Identification Number

Each time you access Fidelity NetBenefits® or call the NCR Benefits Service Center, you will need to enter a personal identification number (PIN). Your PIN provides an additional layer of security to protect your personal information. You can set up your PIN online through Fidelity NetBenefits® at www.netbenefits.com or by calling the NCR Benefits Service Center at 1-800-245-9025 and following the instructions. Please note that you must establish your PIN before you can view your account information or make a transaction.

Transactions Online

Fidelity NetBenefits® at www.netbenefits.com

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| <ul style="list-style-type: none"> • Review Create/change your Personal Identification Number (PIN) • Enroll in the Savings Plan • View your current balance and chart your savings • Obtain daily fund quotes and performance of investments • Review historical fund performance information • Change your contribution percentage(s) | <ul style="list-style-type: none"> • Make exchanges between your investment options • Change your investment mix for future contributions • Apply for a loan • Apply for a hardship withdrawal • Request an in-service withdrawal • View your account transaction history • View outstanding loan information • Model a new loan • Obtain plan information |
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Transactions by Telephone

The NCR Benefits Service Center at 1-800-245-9035 (TDD: 1-888-343-0860)

Customer service representatives are available Monday through Friday, 8:30 a.m. to 8:00 p.m., Eastern time (excluding New York Stock Exchange holidays). The Voice Response System (VRS) is generally available 24 hours a day, 7 days a week.

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|---|--|
| <ul style="list-style-type: none"> • Create/change your Personal Identification Number (PIN)* • Enroll in the Savings Plan • Inquire about your account balance* • Request a distribution of your account • Change your contribution percentage(s)* • Make exchanges between your investment options* | <ul style="list-style-type: none"> • Change your investment mix for future contributions • Apply for a loan • Apply for a hardship withdrawal • Request an in-service withdrawal from the plan • Request mutual fund prospectuses* • Process death claims for active and terminated employees who have an account balance in the plan • Arrange for approval of a qualified domestic relations order (QDRO) affecting your plan account |
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* Available through the VRS

ELIGIBILITY

As general rule, you are eligible to participate in the Savings Plan if you are a full-time or part-time employee (including an intern). You may participate in the Savings Plan after you have received your first paycheck.

You are **not eligible** to participate if you are:

- Covered by a collective bargaining agreement, unless the bargaining unit has negotiated participation in the Savings Plan.
- Working outside the U.S. and no part of your compensation is paid through NCR's U.S. payroll system.
- A leased employee, including employees paid through an outside payroll service or through accounts payable.
- A reclassified employee until NCR designates you as eligible to participate. A reclassified employee is an employee who is initially classified by NCR as an independent contractor and who is later determined to have been a common law employee of NCR.

ENROLLING IN THE PLAN AND MAKING CHANGES

As a newly eligible or rehired employee, you are automatically enrolled in the Savings Plan unless you opt out by electing a 0% contribution. Automatic enrollment will be at a pre-tax contribution rate of 4% of eligible compensation and will be made via payroll deductions. Automatic enrollment is effective 45 days after your date of eligibility and contributions will automatically be invested in a Lifecycle fund assuming an age 65 targeted retirement date based on the data in the chart below:

NCR Lifecycle Fund Chart

Fund Name	Retirement Date Range (assuming a retirement age of 65)	Date of Birth Range
NCR Retirement Fund	Retired before 2015	Before 1950
NCR LifePath 2015	2015 -2017	1/1/1950 - 12/31/1952
NCR LifePath 2020	2018-2022	1/1/1953 - 12/31/1957
NCR LifePath 2025	2023-2027	1/1/1958 - 12/31/1962
NCR LifePath 2030	2028-2032	1/1/1963 - 12/31/1967
NCR LifePath 2035	2033-2037	1/1/1968 - 12/31/1972
NCR LifePath 2040	2038-2042	1/1/1973 - 12/31/1977
NCR LifePath 2045	2043-2047	1/1/1978 - 12/31/1982
NCR LifePath 2050	2048 and later	1/1/1983 and later

The NCR LifePath funds are designed for investors expecting to retire around the year indicated in each fund's name. The funds are managed to gradually become more conservative over time as it approaches the target date. The investment risk of each NCR LifePath fund changes over time as its asset allocation changes. The funds are subject to the volatility of the financial markets, including that of equity and fixed income investments in the U.S. and abroad, and may be subject to risks associated with investing in high-yield, small-cap, and foreign securities. Principal invested is not guaranteed at any time, including at or after the target dates.

If you do not want to contribute to the Savings Plan, you must change your contribution rate to 0%. If you don't make the change within the first 45 days of your employment contributions will be made. You may re-enroll in the Savings Plan anytime you wish.

You may elect to contribute a different percentage of eligible compensation, change your contribution type (pre-tax, Roth after-tax, catch-up) or change the way your contributions are invested at any time by logging on to NetBenefits® at www.netbenefits.com or calling the NCR Benefits Service Center at 1-800-245-9035. Payroll changes will generally take effect on the next payroll cycle provided that you make the change by 4:00 p.m. Eastern time on Friday of the week preceding your next pay.

ERISA Section 404(c) Plan

The Savings Plan is intended to be a participant-directed plan as described in Section 404(c) of the Employee Retirement Income Security Act (ERISA), and Labor Department regulations governing section 404(c) plans. This means that you are responsible for the investment decisions that you make regarding the Savings Plan and that the fiduciaries of the Savings Plan are not liable for any account losses because of your investment choices.

DESIGNATING YOUR BENEFICIARY

Your beneficiary is the person who receives the balance of your Savings Plan account in the event of your death. If you don't elect a beneficiary, NCR automatically assigns one beneficiary to your account. If the automatic assignment applies to you, benefits will be paid in equal amounts to the first eligible person(s) in the following order:

- Your spouse
- Your children
- Your parents
- Your brothers or sisters
- Your estate executor or administrator

With automatic assignment there's no need to complete a form because benefits are always paid in the order above. This means as your life changes, so do your Savings Plan beneficiaries.

If you do not want NCR to automatically assign your beneficiary or if you want to change your current beneficiary designation, you need to complete a Beneficiary Election Form, available online through Fidelity NetBenefits® at www.netbenefits.com or the NCR Benefits Service Center at 1-800-245-9035.

Filing a Beneficiary Election Form means that your beneficiaries will not be updated automatically by NCR, even if you experience a life change. If you choose to name your own beneficiary, you are responsible for making sure your beneficiary form remains up to date.

For example, if you complete a Beneficiary Election Form naming your spouse as your beneficiary and later get a divorce, your spouse will remain your beneficiary until you complete a new Beneficiary Election Form—or until the time a court order states that he or she will no longer be your beneficiary, or your state law invalidates beneficiary designations after divorce.

If you are married and name someone other than your spouse as your beneficiary, your spouse must provide written, notarized consent.

You may cancel a previous beneficiary election and elect the automatic assignment at any time by completing the appropriate section of the Beneficiary Election Form. Mail all completed Beneficiary Election Forms to:

NCR Benefits Service Center
P. O. Box 770003
Cincinnati, OH 45277-0065

Keep in mind that the automatic beneficiary assignment does not apply to domestic partners and their dependents. If you wish to name your domestic partner as your beneficiary, you must complete a Beneficiary Election Form. To get a Beneficiary Election Form, go to Fidelity NetBenefits® at www.netbenefits.com or call the NCR Benefits Service Center at 1-800-245-9035.

To verify your current beneficiary, contact the NCR Benefits Service Center.

ELIGIBLE COMPENSATION

Eligible compensation for the Savings Plan includes:

- Base pay
- Overtime pay
- Commissions
- Short-term disability pay
- Pre-tax contributions to the Savings Plan and the Flexible Benefits Plan
- Bonuses and incentive pay, except retention, sign-on and work completion bonuses

Compensation that is **not eligible** for the Savings Plan includes:

- Investment return from your participation in NCR's stock option plans, the Employee Stock Purchase Plan or similar plans
- Expense reimbursements and allowances
- Benefits
- Moving expenses
- Separation pay
- Retention and work completion bonuses
- Merchandise awards
- Non-cash compensation
- Sign-on bonuses
- Long-term Disability payments
- Workers' Compensation payments
- Compensation in excess of the applicable IRS limit

YOUR CONTRIBUTIONS

NCR offers two options in the Savings Plan: a traditional pre-tax 401(k) option and a Roth after-tax option:

- Under the pre-tax option, income tax on your contributions and related earnings is deferred until you make a withdrawal from your account.
- Under the Roth after-tax option, your contributions and related earnings can be tax-free when certain conditions are met.

In addition, if you are at least age 50 at any time during the calendar year and are making the maximum Savings Plan or IRS contribution, you may make an additional "catch-up" contribution each pay period of up to 60% of your eligible compensation up to the IRS limit. **Please note:** You must make a separate election to take advantage of the catch-up contribution.

The IRS determines the maximum amount that can be contributed to a 401(k) plan each year. For 2013, the contribution limits are:

	2013 IRS limit
Pre-tax and Roth after-tax combined	\$17,500
Annual eligible compensation	\$255,000
Catch-up contributions	\$5,500
Maximum Employee and Company contributions	Lesser of 100% of your compensation or \$51,000

Your Savings Plan pre-tax and/or after-tax Roth contribution limits as a percentage of eligible compensation:

If your compensation in 2012 is less than \$115,000 (for the 2013 limits)	If your compensation in 2012 is equal to or greater than \$115,000 (for the 2013 limits)
Pre-tax maximum: 50%	Pre-tax maximum: up to 13%
Roth after-tax maximum: 50%	Roth after-tax maximum: up to 13%
Total maximum: 50%	Total maximum: up to 13%

Pre-tax vs. Roth – which type of contribution is right for you?

The Savings Plan lets you choose how you contribute. Contribute on a pre-tax or Roth after-tax basis – or a combination of the two.

What's different is how and when your contributions are taxed. Here are some key things to consider:

	PRE-TAX CONTRIBUTIONS	ROTH AFTER-TAX CONTRIBUTIONS
When you pay taxes	<ul style="list-style-type: none"> • Deducted from your paycheck before taxes are taken out. • Decreases your current tax liability and provides greater take-home pay than Roth. 	<ul style="list-style-type: none"> • Deducted from your pay after taxes are taken out. • Decreases your future tax liability as your contributions are taxes up front at your current tax rate.
Tax impact on withdrawals	<ul style="list-style-type: none"> • Your contributions and earnings grow tax-deferred. • Your pre-tax contributions, the company matching contributions and any related earnings are taxed as ordinary income upon withdrawal (at the rate in effect when you make the withdrawal). • You don't pay a tax penalty provided you begin making withdrawals after age 59 ½ or after termination of employment if you terminate employment after age 55 or due to disability, as defined in the Savings Plan. 	<ul style="list-style-type: none"> • Both your contributions and related earnings can be withdrawn tax-free*, provided that your first Roth contribution has been in the Savings Plan for at least 5 years (starting with January 1st of the calendar year in which it was made) AND: <ul style="list-style-type: none"> ◦ You begin making withdrawals after 59 ½ , or ◦ After termination of employment if you terminate employment after 55 or due to disability, as defined by the Savings Plan. • Company matching contributions are taxes as ordinary income upon withdrawal (at the tax rate in effect when you make the withdrawal).

	PRE-TAX CONTRIBUTIONS	ROTH AFTER-TAX CONTRIBUTIONS
What you need to consider	<ul style="list-style-type: none"> • If you want to lower your taxes today and increase your take home pay you may benefit from pre-tax contributions. • If you expect to be in a lower tax bracket in retirement, you may benefit from pre-tax contributions. 	<ul style="list-style-type: none"> •If you believe that your tax bracket will be higher when you retire, you may benefit from Roth after-tax contributions. •If you want the ability to have a tax-free* source of income in retirement.

*free from Federal taxation

Pre-Tax Contributions

Pre-tax contributions are deducted from your pay before federal and, in most places, state and local income taxes are calculated. Pre-tax contributions reduce your taxable income, your income tax withholding and your current annual tax bill. In effect, saving on a pre-tax basis postpones your income taxes until you take a withdrawal from the Savings Plan. Also, investment earnings on your contributions grow tax deferred while they're in the Savings Plan, and you do not pay taxes on any earnings until you withdraw them from your account.

In exchange for these pre-tax savings advantages, the IRS regulates withdrawals of pre-tax contributions, as described in "Withdrawals While You're An Active Employee" later in this Handbook. Although these rules restrict your access to withdrawing the money until you retire or leave NCR for any other reason, except in cases of proven financial hardship, the Savings Plan's loan feature allows you to borrow pre-tax contributions.

When you receive a withdrawal or distribution from the Savings Plan, you'll owe taxes on the portion attributed to your pre-tax savings and any related earnings. You should consult a tax or financial advisor to understand the tax consequences of any withdrawal from the Savings Plan.

Roth After-Tax Contributions

You can contribute on a Roth after-tax basis, up to certain limits. Saving on a Roth after-tax basis does not offer the same current tax advantages of pre-tax savings because contributions are deducted from your pay after taxes are deducted.

When you receive a withdrawal or distribution from the Savings Plan, you pay no taxes on the portion attributed to Roth after-tax contributions if your first Roth after-tax contribution has been in the Savings Plan for at least five years (starting from January 1st of the calendar year in which it was first made) and you begin making withdrawals after age 59 1/2 or after termination of employment if you terminate after age 55 or due to a disability as defined in the Savings Plan. Company matching contributions and related earnings are taxed as ordinary income upon withdrawal.

CATCH-UP CONTRIBUTIONS

If you are age 50 or older at any time during the year and making the maximum employee contributions to the Savings Plan, you may make an additional "catch-up" contribution each pay period of up to 60% of your eligible compensation (up to the IRS limit which is \$5,500 for 2013). You may make a full year catch-up contribution for the calendar year in which you reach age 50.

Changing Your Contributions

You may change the percentage of eligible pay you contribute at any time. To make changes, log on to Fidelity NetBenefits® at www.netbenefits.com or call the NCR Benefits Service Center at 1-800-245-9035.

Stopping Your Contributions.

If you stop your contributions, the company matching contributions will also stop on the same date. The balances you accumulated—both your own contributions and any vested company matching contributions—will remain in the plan and will continue to be subject to investment gains or losses until you withdraw them.

COMPANY CONTRIBUTIONS

Once you begin saving through the Saving Plan, NCR makes company matching contributions to your account. For most participants, NCR will match 50% of the first 4% of eligible compensation that you contribute to the Savings Plan (up to the IRS limits). However, if you are a customer engineer, retail technician, or territory technical specialist, and you earned less than a prescribed amount of compensation with NCR during the prior calendar year (*for 2013, the limit is \$115,000 for 2012 compensation*), NCR will match 50% of the first 7% of eligible compensation that you contribute to the Savings Plan (up to the IRS limits).

Company Matching contributions are computed on a pay period basis throughout the year so that if you contribute more than 4% (or 7%, if applicable) for any pay period the company matching contributions will be limited for that pay period to 2% (or 3 1/2%, if applicable). However, the Savings Plan also provides for True-up Contributions. This means that as soon as possible after the end of each year, NCR will make an additional contribution to your account to account for the difference, if any, between what your matching contributions would have been had they been calculated on an annual basis versus what they were in aggregate on a pay period basis.

In addition to the company matching contributions, including true-up contributions, as described above, the Savings Plan also allows NCR to make contributions on a discretionary basis.

You pay no taxes on company contributions and any related earnings while those remain in the Savings Plan.

ROLLOVER CONTRIBUTIONS

Rollover contributions allow you to postpone taxes on amounts distributed from a previous employer's qualified plan or an IRA.

Account balances under the PAYSOP (the NCR Corporation Payroll Employee Stock Ownership Plan) were transferred to rollover accounts in the Savings Plan when the PAYSOP terminated.

There are no company matching contributions on rollover contributions.

How to Make a Rollover Contribution

There are two types of rollover contributions – direct rollover contributions and indirect rollover contributions. A direct rollover contribution is made via a check from another employer's qualified plan or an IRA. An indirect rollover contribution is made via a check from you of amounts received from another employer's qualified plan or an IRA.

Fidelity must verify that any rollover contribution meets the necessary IRS requirements.

To make a direct rollover contribution, submit the following documentation:

- **Savings Plan Rollover Form.** The form is available online through Fidelity NetBenefits® at www.netbenefits.com or by calling the NCR Benefits Service Center at 1-800-245-9035.
- **A check of the rollover contribution amount.** The rollover contribution must be made via check from another employer's qualified plan or from an IRA made payable to "Fidelity Investments Institutional Operations Company, Inc. (FIIOC) as Trustee, F.B.O. [your name]." You must directly transfer or roll over the check within 60 days of receipt.

To make an indirect rollover contribution, submit the following documentation:

- **Savings Plan Rollover Form.** The form is available online through Fidelity NetBenefits® at www.netbenefits.com or by calling the NCR Benefits Service Center at 1-800-245-9035.
- **A check of the rollover contribution amount.** The rollover contribution must be made via check from you made payable to "Fidelity Investments Institutional Operations Company, Inc. (FIIOC) as Trustee, F.B.O. [your name]." You must directly transfer or roll over the check within 60 days of receipt.

Mail the completed Rollover Form together with the check and other requested documentation to:

NCR Benefits Service Center
P.O. Box 770003
Cincinnati, OH 45277-0065

Overnight address:
NCR Benefits Service Center
P.O. Box 770003
Cincinnati, OH 45277-0065

VESTING

Your employee contributions, including rollover contributions, and related earnings are always 100% vested. Company contributions and related earnings become vested based on your years of service as an employee, as shown in the chart.

Years of Vesting Service	You Are Vested at This %
Less than 1 year of service	0%
1 year of service	20%
2 years of service	40%
3 years of service	60%
4 years of service	80%
5 years of service	100%

Regardless of your years of vesting service, company contributions in your account become 100% vested if:

- You retire at or after age 65 (your normal retirement date).
- You qualify for NCR Long-Term Disability Plan benefits.
- You die while an active employee or while absent from employment due to qualified military service as described in the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.
- You are terminated by NCR as part of a reduction in force.
- The Savings Plan is terminated.

How Vesting Service Is Counted

All service while an active employee of NCR is counted toward vesting, including service with an NCR subsidiary or branch outside of the United States. Certain periods of service with certain previous employers whose savings plans were merged into the Savings Plan, service while on an approved leave of absence up to 12 months, and breaks in service of less than 12 months are also counted for vesting. Service as a contractor or leased employee is not counted for vesting.

Beginning with your date of hire, each 12 month period of eligible service counts as a year of vesting. For any partial year of service, each month in which you have eligible service will count as 1/12th of a year of vesting. However, you will not receive service credit for vesting for a month if your termination date is the first day of the month.

Service with NCR before and after January 1, 1995, is counted differently. Any service you had before January 1, 1995, is counted according to the rules in effect at that time and added to your service earned on and after January 1, 1995.

Special Vesting Rules

Merged Plans

Special vesting rules apply to certain employees who were participants in a previous employers' savings plan which was merged into the Savings Plan as follows:

- You are always 100% vested in your Radiant Roth 401(k) Contributions and related earnings, InfoAmerica Roth 401(k) Contributions and related earnings, and InfoAmerica Safe Harbor Roth Contributions and related earnings.
- If you were a participant in the Galvanon, an NCR Retirement Plan, your matching contributions and related earnings under the Galvanon Plan that were transferred to the Savings Plan will become 100% vested if you retire on or after age 55.
- Your RCS Discretionary Profit Sharing Contributions and related earnings and your InfoAmerica Nonelective Contributions and related earnings become vested based on your years of service as an employees, as shown in the following chart:

Years of Vesting Service	You Are Vested at This %
Less than 2 years of service	0%
2 years of service	20%
3 years of service	40%
4 years of service	60%
5 years of service	80%
6 years of service	100%

Regardless of your years of vesting service, RCS Discretionary Profit Sharing Contributions and related earnings, InfoAmerica Roth 401(k) Contributions and related earnings, and InfoAmerica Safe Harbor Roth Contributions and related earnings become 100% vested if:

- You retire at or after age 65 (your normal retirement date).
- You qualify for NCR Long-Term Disability Plan benefits.
- You die while an active employee or while absent from employment due to qualified military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended).
- You are terminated by NCR as part of a reduction in force.

Service with an AT&T Affiliate

If you have service with AT&T or Lucent, that service may also count for vesting under certain limited circumstances:

- If you were hired by NCR on or after January 1, 1997, that part of your prior service with AT&T or Lucent in the U.S. which occurred while NCR was a subsidiary of AT&T (September 13, 1991, through December 31, 1996) is counted for vesting. If the

service was with an affiliated company of AT&T, service will be recognized for vesting only for the period of time that company was affiliated with AT&T between September 13, 1991, and December 31, 1996. Any recognition of prior AT&T service for vesting is subject to the break in service rules, which apply to the AT&T service as if it were NCR service.

- If you transferred directly from AT&T, or were hired or rehired by NCR, on or after September 20, 1991, and before January 1, 1997, crediting of your AT&T service was governed by the Interchange Agreement between AT&T and NCR. Although the Interchange Agreement terminated on December 31, 1996, with the divestiture of NCR from AT&T, the divestiture did not cancel any vesting service that had been properly credited under this agreement.

Forfeitures

If you leave NCR before you are fully vested, the unvested portion of company contributions in your account will be forfeited when you take a distribution from the Savings Plan or when your break in service equals 5 years. A break in service is the period of time beginning on your termination of employment with NCR and ending, if at all, on the date of your rehire by NCR. Forfeitures are used to fund future company contributions, to restore previously forfeited amounts, and to pay reasonable administrative expenses of the Savings Plan.

IF YOU LEAVE NCR AND LATER RETURN TO WORK

Participation

If you are rehired as an eligible employee, you may begin contributing immediately and receiving company matching contributions.

Vesting

If you leave NCR before you are fully vested in the Savings Plan and then return to work, your periods of service will be combined for vesting purposes—unless you lose service due to a break in service. After a break in service, past service is not restored if your total break in service equals or exceeds five years. If your break in service is less than 5 years, your prior service is only restored if your service before the break exceeds the period of your break in service.

Previously Unvested Amounts

If you are rehired before your break in service equals five years and you received a distribution of your vested company contributions, the forfeited amount will be restored on the last day of the plan year during which you repay the prior distribution so long as the repayment occurs within five years after the date of reemployment. Repaid amounts are 100% vested and are invested in the same manner as future contributions.

If you are rehired before your break in service equals five years and you did not receive a distribution of your vested company contributions, the previously unvested amounts will be restored on the last day of the plan year in which you return to service with NCR.

YOUR INVESTMENT CHOICES

Under the Savings Plan, you decide how to invest your account balance, including your employee contributions and company contributions.

The Investment Options

To help you meet your investment goals, the Savings Plan offers you a range of options. You can select a mix of investment options that best suits your goals, time horizon, and risk tolerance. The various investment options available through the Savings Plan range from conservative to very aggressive funds. A complete description of the Plan's investment options and their performance, as well as planning tools to help you choose an appropriate mix, are available online at Fidelity NetBenefits® at www.netbenefits.com.

Lifecycle Funds

The Savings Plan offers a lifecycle fund family which offers a blend of stocks, bonds and short-term investments within a single fund as shown in the chart below. The lifecycle funds have an asset allocate based on the number of years until the fund's target retirement date.

Lifecycle funds are designed for investors expecting to retire around the year indicated in each fund's name. The investment risk of each lifecycle fund changes over time as each fund's asset allocation changes. The funds are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap, commodity-linked and foreign securities. Principal invested is not guaranteed at any time, including at or after the fund's target date.

NCR Lifecycle Fund Chart

Fund Name	Retirement Date Range (assuming a retirement age of 65)	Date of Birth Range
NCR Retirement Fund	Retired before 2015	Before 1950
NCR LifePath 2015	2015 -2017	1/1/1950 - 12/31/1952
NCR LifePath 2020	2018-2022	1/1/1953 - 12/31/1957
NCR LifePath 2025	2023-2027	1/1/1958 - 12/31/1962
NCR LifePath 2030	2028-2032	1/1/1963 - 12/31/1967
NCR LifePath 2035	2033-2037	1/1/1968 - 12/31/1972
NCR LifePath 2040	2038-2042	1/1/1973 - 12/31/1977
NCR LifePath 2045	2043-2047	1/1/1978 - 12/31/1982
NCR LifePath 2050	2048 and later	1/1/1983 and later

Default Investment

If you fail to make an investment election or if at any time you do not have a valid investment election, contributions to your account will automatically be invested in a Lifecycle fund assuming an age 65 targeted retirement date based on the data in the chart above.

Changing Your Investments

You may exchange your current account balances or change the way future contributions are invested among the funds in the Savings Plan (in 1% increments) at any time. You can make exchanges and changes to future investment elections online through Fidelity NetBenefits® at www.netbenefits.com or by calling the NCR Benefits Service Center at 1-800-245-9035. You will receive a written confirmation of your selected investment options within five business days of your new election.

Transactions that occur before the New York Stock Exchange closes (4:00 p.m. Eastern time) are valued at that day's market closing price. Transaction requests confirmed after the New York Stock Exchange closes, or on weekends or New York Stock Exchange holidays, will receive the next business day's market closing price.

ERISA Section 404(c) Plan

The Savings Plan is intended to be a participant-directed plan as described in Section 404(c) of the Employee Retirement Income Security Act (ERISA), and Labor Department regulations governing section 404(c) plans. This means that you are responsible for the investment decisions that you make regarding the Savings Plan and that the fiduciaries of the Savings Plan are not liable for any account losses because of your investment choices.

Excessive Trading Policy

Excessive trading is short term and other frequent trading by fund investors. This is sometimes also known as "market timing" or "disruptive trading". To avoid excessive trading in certain funds within the Savings Plan, there is a monitoring process in place that is based on a roundtrip within those funds. A roundtrip transaction occurs when you make an exchange into and then out of a fund within a 30-day period.

The following funds restrict this type of activity:

- **International Equity Index**
- **Russell 2000 Index Fund**
- **S&P Index Fund**
- **Fixed Income Index Fund**
- **Aggressive Strategy Fund**
- **Very Aggressive Strategy Fund**
- **Moderately Aggressive Strategy Fund**

Excessive trading in the funds listed above may result in the limitation or prohibition of additional purchases (other than contributions and loan repayments) for a period of time. You are limited to one roundtrip transaction per fund within the Savings Plan within any rolling 90-day period, subject to an overall limit of four roundtrip transactions across all funds within the Savings Plan over a rolling 12-month period. Penalties include:

First roundtrip – You will receive a warning letter.

Two or more roundtrips in a single fund within the Savings Plan within a rolling 90-day period – You will be blocked from making additional exchanges into the fund for 85 days.

Four or more roundtrip transactions across all funds within the Savings Plan during any rolling 12-month period – You will be limited to one exchange day per calendar quarter for a one-year period. Once the 12-month exchange limitation expires, any additional roundtrip in any fund within the Savings Plan in the next 12-month period will result in another 12-month limitation of one exchange day per quarter.

If the transaction you are about to perform will result in excessive trading, you will be alerted to any potential restrictions before you complete your transaction.

To speak with a Customer Service Representative you may call the NCR Benefits Service Center at 1-800-245-9035. Customer Service Representatives are available Monday through Friday, 8:30 a.m. to 8:00 p.m. Eastern time (excluding New York Stock Exchanges holidays).

Online Account Statements

Unless you elect to receive a quarterly paper statement, you can generate online account statements and customize your account statement to reflect any date range within the past 24 months. You can obtain your current statement or account balance, or you can elect to have a quarterly paper statement mailed to your home in lieu of online statements, at any time on Fidelity NetBenefits® at www.netbenefits.com or by calling the NCR Benefits Service Center's Voice Response System at 1-800-245-9035.

LOANS

You can take a loan from your vested account balance in the Savings Plan. The minimum loan amount is \$1,000 and a loan cannot exceed the lesser of \$50,000 (less your highest outstanding loan balance from the previous 12 months) or 50% of your vested account balance. In addition, your monthly payments cannot exceed 25% of your monthly base pay. You will be charged a \$50 loan application fee from your Savings Plan account. You may only have one loan outstanding at any time.

You repay the borrowed amount and interest with after-tax dollars into your account through payroll deduction. This means that when you take a loan from your pre-tax contributions, you are paying it back with dollars that have been taxed and may be taxed again when you take a distribution from the Plan. If you fail to repay your loan (based on the original terms of the loan), it will be considered in "default" and treated as a distribution, making it subject to income tax and possibly to a 10% early withdrawal penalty. Defaulted loans may also impact your eligibility to request additional loans. Be sure you understand the Savings Plan guidelines and impact of taking a loan before you initiate a loan from your Savings Plan account.

To learn more about or to request a loan, log on to Fidelity NetBenefits® at www.netbenefits.com or call the NCR Benefits Service Center at 1-800-245-9035.

Interest

The Plan Administrator sets the interest rate for loans from the Savings Plan. The interest rate is the prime rate in effect on the last day of the preceding month plus 1% or another rate that the Plan Administrator determines is reasonable considering the prevailing interest rate charged on similar commercial loans by persons in the business of lending money, current economic conditions and the facts and circumstances of the loan application. The interest rate, once established, remains the same throughout the term of the loan.

Renegotiating Your Loan

You may be able to renegotiate the terms of your loan. Loan renegotiation means that you can change the terms of your loan after you have already begun to pay it back. However, you cannot extend the term of your loan beyond 60 months from the original loan date. To renegotiate your loan, call the NCR Benefits Service Center at 1-800-245-9035.

You may renegotiate your loan if any of the following situations occur:

- You are reclassified to a different job, and your pay has been reduced so that your monthly loan repayment exceeds 25% of your monthly pay.
- You're receiving short-term disability benefits, and your monthly loan repayment would exceed 25% of your reduced monthly pay.

About Defaults While You're Actively Employed

If a loan payment is not received by the last day of the calendar quarter following the calendar quarter in which the required loan repayment is due, the unpaid balance, plus interest accrued through the date of default will be reported to the IRS as a distribution and will be considered taxable income. You will be subject to taxes and any penalties on the outstanding amount.

If You Terminate Employment or Transfer to an Affiliated Company of NCR

If your employment is terminated and you leave your account balance in the Savings Plan, you can continue repaying your loan if your termination is due to:

- Reduction in force
- Retirement from active employment with NCR
- Long-term disability

In addition, if you cease to be paid on the NCR payroll because you transfer to an affiliated company, you may also continue repaying your loan.

Within a reasonable period of time after your termination date or transfer, the NCR Benefits Service Center will automatically send you instructions for making your loan repayments through automatic deductions from your bank account (ACH) on a monthly basis. If your loan payments are not received by the end of the calendar quarter following the calendar quarter in which the required repayment is due, your loan will be considered in default and the defaulted balance will be reported as a distribution.

If You Terminate for Any Other Reason

If you terminate employment for any other reason you must repay your outstanding loan in a lump sum payment. To repay your loan balance after termination, call the NCR Benefits Service Center. If you do not take a distribution of your account and your loan is not repaid by the end of the calendar quarter following the calendar quarter in which your last required repayment is due, your loan will be in default and the defaulted balance will be reported as a distribution. This means you are subject to taxes and any penalties on the defaulted amount. If you take a distribution, any outstanding loan amount will be immediately reported as a distribution.

Inactive Status

If you are on a leave of absence, special rules may apply with respect to repayment of your loan. Call the NCR Benefits Service Center at 1-800-245-9035 for further information.

Prepaying Your Loan

You may repay your loan in full at any time. This is called a prepayment. To begin the prepayment process, call the NCR Benefits Service Center at 1-800-245-9035.

HOW TO APPLY FOR A LOAN

1. Access Fidelity NetBenefits® at www.netbenefits.com or call the NCR Benefits Service Center at 1-800-245-9035 to determine:
 - How much you are eligible to borrow.
 - The current interest rate.
 - What your monthly repayment schedule would be.
 - Answers to frequently asked questions.

When you are ready, request and confirm your loan online or by phone. By confirming your transaction, you acknowledge that you understand and agree to the terms of the loan and that the description of the transaction is correct.

2. You will receive a check for the full loan amount, an amortization schedule and a Loan Agreement and Truth in Lending Disclosure usually within 7 to 10 days after your loan is processed.
3. By cashing the check, you will indicate your agreement to the terms of the loan.
4. Payroll deductions to repay the loan start as soon as administratively possible—usually within two pay periods.

WITHDRAWALS WHILE YOU'RE AN ACTIVE EMPLOYEE

In addition to loans, you have access to your account balance through withdrawals.

Regular Withdrawals	Hardship Withdrawals	Age 59½ and Normal Retirement Date In-Service Withdrawals	Reservist Withdrawals
<p>What You Can Withdraw:</p> <p>Unmatched after-tax contributions and related investment earnings</p> <p>Matched after-tax contributions and related earnings*</p> <p>Rollover contributions</p> <p>*If you take a withdrawal of matched after tax contributions and related earnings, your contributions to the Plan are suspended for 12 months after the withdrawal.</p>	<p>What You Can Withdraw:</p> <p>Rollover contributions and related earnings</p> <p>Roth after-tax contributions and related earnings</p> <p>Unmatched after-tax contributions and related earnings</p> <p>Matched after-tax contributions and related earnings</p> <p>Pre-tax contributions.</p> <p>Earnings on pre-tax contributions made before January 1, 1989</p> <p>Your after-tax contributions and earnings</p>	<p>What You Can't Withdraw:</p> <p>Earnings on your pre-tax contributions made after January 1, 1989</p> <p>Company contributions and related earnings.</p>	<p>What You Can Withdraw:</p> <p>Your vested account balance</p> <p>What You Can Withdraw:</p> <p>Pre-tax contributions</p> <p>Earnings on pre-tax contributions made before January 1, 1989</p>

Regular Withdrawals

You may withdraw all or any portion of your rollover contributions and related earnings at any time. You may withdraw all or any portion of your after-tax contributions and related earnings twice in any calendar year.

Hardship Withdrawals

You may withdraw your pre-tax contributions and related earnings on pre-tax contributions made before January 1, 1989, after-tax contributions and related earnings, and Roth after-tax contributions and related earnings only in cases of "immediate and heavy financial need," as defined by the IRS. You may withdraw only enough to meet the financial need.

An "immediate and heavy financial need" is any of the following:

- Unreimbursed medical expenses for you, your spouse or your dependents
- Tuition for college or other post-secondary education for the following twelve months for you, your spouse or your dependents
- Payment of funeral expenses for a parent, spouse, child, or dependent
- Costs directly related to the purchase (excluding mortgage payments) of your principal residence
- Expenses for the repair of damage to your principal residence that would qualify for a casualty loss deduction under the Internal Revenue Code (determined without regard to whether the loss exceeds any applicable income limit)
- Payments necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence

To be eligible for a hardship withdrawal, you must first:

- Take a regular withdrawal of your after-tax contributions and related earnings and your rollover contributions and related earnings.
- Take a loan from the Savings Plan, unless you already have a loan outstanding.

If you take a hardship withdrawal, your contributions to the Savings Plan are suspended for 6 months.

Reservist Withdrawals

If you are a member of a reserve unit and you are called to active duty for a period of at least 30 days, you may withdraw your pre-tax contributions and related earnings on pre-tax contributions made prior to January 1, 1989 at any time during the period beginning on the 30th day of active duty and ending on the last day of your active duty period. If you take a reservist withdrawal, your contributions to the Savings Plan are suspended for six months.

Age 59½ and Normal Retirement Date In-Service Withdrawals

If you are at least age 59½ or if you have reached your normal retirement date, you may withdraw all or any part of your vested account balance and any related earnings at any time.

How to Apply for a Withdrawal

To apply for a regular withdrawal, a hardship withdrawal, or an age 59½ or normal retirement date withdrawal, log on to Fidelity NetBenefits® at www.netbenefits.com or call the NCR Benefits Service Center at 1-800-245-9035. To apply for a reservist withdrawal, call the NCR Benefits Service Center at 1-800-245-9035.

- Withdrawals are usually processed by the close of the next business day.
- A check will be mailed to your address on file at Fidelity along with a statement that explains what portion is taxable and other important information.

DISTRIBUTIONS AFTER YOU LEAVE NCR

When Your Account Is Paid

When You Leave NCR

If your vested account balance (excluding rollover contributions and related earnings) is 5,000 or less, you may:

- Receive your vested account balance in a lump sum cash payment.
- Receive your vested account balance in regular quarterly installments over a period of 5, 10, or 15 years, or your life expectancy, at your choice. (You may discontinue installments at any time).
- Roll over your vested account balance to an IRA or another employer's qualified plan, if permitted by that plan.
- If your vested account balance (excluding rollover contributions and related earnings) is greater than \$1,000 and less than or equal to \$5,000 and if you take no action, your vested account balance will automatically be rolled over to an IRA
- If your vested account balance (excluding rollover contributions and related earnings) is less than or equal to \$1,000 and if you take no action, your vested account balance will be automatically distributed to you in cash.

If your vested account balance (excluding rollover contributions and related earnings) is greater than \$5,000 you may:

- Leave your vested account balance in the Savings Plan and defer your distribution to a later date.
- Receive your vested account balance in a lump sum cash payment.
- Roll over your vested account balance to an IRA or another employer's qualified plan, if permitted by that plan.
- Receive your vested account balance in regular quarterly installments over a period of 5, 10, or 15 years, or your life expectancy, at your choice. (You may discontinue installments at any time).

For more information, log on to Fidelity NetBenefits® at www.netbenefits.com or call the NCR Benefits Service Center at 1-800-245-9035.

Death

In the event of your death, your vested account balance is paid in a lump sum to your beneficiary. If your spouse is your beneficiary, your spouse may choose to have the taxable portion of the distribution rolled over into an Individual Retirement Account (IRA).

If your beneficiary is not your spouse, your beneficiary may choose to have the taxable portion of the distribution rolled over into an IRA. However, the non-spouse beneficiary must establish the IRA as inherited from you.

How Your Account Is Paid

You choose how you would like to receive distribution of your vested Savings Plan account balance. The Savings Plan offers three payment options: rollover distribution, lump sum cash payment, or cash installments.

Rollover

Your distribution is rolled over into another employer's qualified plan (if permitted by the Plan) or an IRA. Your roll over can include your after-tax contributions and related earnings and your Roth after-tax contributions and related earnings so long as the other employer's qualified plan agrees to separately account for such contributions and related earnings.

Lump Sum Cash Payment

This is a one-time payment of your entire vested Savings Plan account balance in cash.

Cash Installments

You receive your vested account balance in the form of quarterly cash installments for 5, 10 or 15 years, or your life expectancy, at your choice. After your death, your beneficiary receives any remaining payments. At any time, you can elect to receive your remaining account balance in a lump sum cash payment.

To request a distribution, log on to Fidelity Netbenefits® at www.netbenefits.com or call the NCR Benefits Service Center at 1-800-245-9035.

- Your request for distribution will generally be processed within 7 to 10 days.
- The check will be mailed to your home, along with a statement that explains what portion is taxable and other important information.

Leaving Money in the Plan

Your account can remain in the Savings Plan if your account balance, excluding rollover contributions, is greater than \$5,000. While your account balance remains in the Savings Plan, you continue to control the investment of your account balance.

If you leave your account balance in the Savings Plan, you can make a rollover contribution of any lump sum distribution you receive from the NCR Pension Plan.

Distributions are required to begin by April 1 of the calendar year following the later of the calendar year in which you attain age 70½ or the calendar year in which you terminate employment from NCR.

Protection of Your Benefits

Your Savings Plan contributions may not be used as security for loans outside of the Savings Plan. Your contributions may not be garnished or attached by your creditors or be assigned in any way to anyone else, except to comply with a federal tax lien or a qualified domestic relations order (QDRO). You may obtain, upon request and free of charge, guidelines for submitting a QDRO by contacting the NCR Benefits Service Center at 1-800-245-9035. If NCR receives a domestic relations order or a federal tax lien affecting your Savings Plan benefit, you will be notified.

In the event that you or your beneficiary is unable to attend to your legal and financial affairs, Savings Plan benefits may be paid to a guardian or relative appointed on your behalf.

TAXES

Some or all of your withdrawals and distributions are considered ordinary taxable income to you when you receive them. Taxable portions include:

- Your pre-tax contributions and related earnings
- Company contributions and related earnings

- Rollover contributions and related earnings
- Earnings on non-Roth after-tax contributions (Earnings on Roth after-tax contributions may be subject to tax if the distribution of the Roth account is not considered qualified)

Fidelity Investments, as the recordkeeper of the Savings Plan, is required by IRS rules to withhold a mandatory 20% for federal income tax from the taxable portion of any withdrawal or distribution, unless you roll over this amount directly to another employer's qualified plan (if that plan accepts rollovers) or to an IRA. Your after-tax contributions and Roth after-tax contributions distributed from the Savings Plan free of tax. However, you will be taxed on the portion of any withdrawal or distribution that is attributable to related earnings on after-tax contributions or Roth after-tax contributions.

Additional 10% Penalty Tax

In addition to ordinary income tax, your withdrawal or distribution is subject to a 10% penalty tax if you are under age 59½ when you receive it unless you:

- Roll over the withdrawal or distribution directly into another employer's qualified plan (if permitted by that plan) or an IRA within 60 days.
- Terminate employment during the year in which you reach age 55 or later.
- Terminate employment due to disability (as defined by the Savings Plan).
- Receive your withdrawal or distribution as periodic payments over your life or life expectancy (or over the lives or life expectancies of you and your beneficiary).
- Receive a distribution for medical expenses that exceed 7.5% of your adjusted gross income.

Other Tax Information

Withdrawals or distributions that are rolled over are not subject to tax until they are paid out from the other employer's qualified plan or the IRA. If you elect a direct rollover, the Savings Plan will make the withdrawal or distribution payable directly to the other employer's qualified plan or to the IRA. You must provide the check to the other employer's qualified plan or to the IRA within 60 days of receipt.

If a withdrawal or distribution is not rolled over directly to another employer's qualified plan or to an IRA, a mandatory 20% must be withheld for federal income tax from the taxable portion of the withdrawal or distribution. You can still roll over the withdrawals or distribution within 60 days of receipt to avoid federal income tax; however, you will need to make up, from your personal funds, the 20% withholdings.

PLAN DISCLOSURE INFORMATION

Employer Identification Number

NCR is the sponsor of the Savings Plan. The Savings Plan is identified with the federal government using the employer identification number assigned to NCR by the Internal Revenue Service. NCR's employer identification number is 31-0387920.

Plan Administrator

The Plan Administrator has the discretionary authority to interpret the provisions of the Savings Plan and to control and manage the operation and administration of the Savings Plan. The Savings Plan is self-administered by the Plan Administrator, with the assistance of a third party contracted record-keeper and a third party contracted trustee.

The Plan Administrator for the Savings Plan is:

NCR Corporation
World Headquarters
3097 Satellite Boulevard
Building #700
Duluth, GA 30096-5810
Attention: Compensation and Benefits

The agent for service of legal process is:

General Counsel — Law Department
NCR Corporation
3097 Satellite Boulevard
Building #700
Duluth, GA 30096-5810

Legal process may also be served on the Plan Administrator or the trustee.

In some cases, NCR, as the Plan Administrator, has delegated its authority under the Savings Plan in accordance with the Savings Plan document.

NCR and its delegates have the maximum discretionary authority to determine eligibility for benefits under the Savings Plan, to construe the terms of the Savings Plan and to otherwise carry out their Savings Plan responsibilities.

Benefits under the Savings Plan will be paid only if the Plan Administrator or its delegate determines, in its discretion, that the applicant is entitled to them.

CLAIM DENIALS AND APPEALS

Filing Your Claims

To receive Savings Plan benefits, you are required to complete appropriate forms. Forms can be obtained by contacting the NCR Benefits Service Center at 1-800-245-9035 (TDD: 1-888-343-0860). If you have questions about your claim for benefits, please contact the NCR Benefits Service Center.

If Your Claim Is Denied

If your claim for benefits is denied, you will be notified in writing by the Plan Administrator or its delegate within 90 days of your application. This denial will include all of the following:

- The specific reasons for the denial, including reference to the Savings Plan provision on which the denial is based.
- Information on materials that will make the claim complete and an explanation of why these materials are needed.
- An explanation of the claims review procedure.

If the Plan Administrator or its delegate needs more than 90 days to review a claim because of special circumstances, you will be informed in writing of the delay—which may not exceed an additional 90 days.

If you are not satisfied with the denial of your claim for benefits, you may file an appeal within 60 days of the date of the denial.

Send written appeals to:

Pension & Benefit Committee
NCR Corporation
World Headquarters
3097 Satellite Boulevard
Building #700
Duluth, GA 30096-5810

Any such request must be accompanied by documents or records in support of your appeal. Upon request, you may examine the Savings Plan documents relating to your claim.

The Committee will respond within 60 days after receipt of the appeal, or 120 days under special circumstances. The Committee's decision will be in writing and will state the reasons for the decision and refer to the specific Savings Plan provisions on which the decision is based. The Committee's decisions are final. See the section called "Your Rights Under ERISA" for more information.

YOUR RIGHTS UNDER ERISA

As a participant in the Savings Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Savings Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites, all documents governing the Savings Plan including collective bargaining agreements and a copy of the latest annual reports (Form 5500 Series) filed by the Savings Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Saving Plan including collective bargaining agreements and copies of the latest annual reports (Form 5500 Series) and an updated Handbook. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Savings Plans' annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 65 or age 55, if applicable) and, if so, what your benefits would be at normal retirement age if you stop working under the Savings Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Savings Plan must provide the statement free of charge.

In addition to creating rights for Savings Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate the Savings Plan, called "fiduciaries", have a duty to do so prudently and in the interest of you and other Savings Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Savings Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Savings Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Savings Plan fiduciaries misuse the Savings Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. However, no legal action may be commenced or maintained against the Savings Plan prior to your exhaustion of the Savings Plan's claims procedures described in this Handbook.

If you have any questions about the Savings Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration's publications hotline at 1-866-444-3272.

OTHER INFORMATION

Plan Termination

If the Savings Plan is terminated, the assets of the Savings Plan shall be distributed in accordance with the terms of the Savings Plan document.

Not a Contract of Employment

The Savings Plan is neither a contract of employment nor consideration for employment. This Handbook is not a contract for, nor a guarantee of, present or continued employment.

No PBGC Insurance

Because your Savings Plan benefits are maintained in an account in your name, the Pension Benefit Guaranty Corporation (PBGC) does not insure the Savings Plan.

Additional Administrative Facts

Plan Number	Official Plan Name	Type of Plan
052	NCR Savings Plan	Defined contribution pension plan with IRC Section 401(k) feature

The Savings Plan is funded by company and employee contributions.

Plan Year

January 1 to December 31

Plan Trustee

All contributions to the NCR Savings Plan are held in trust by the following trustee:

Fidelity Management Trust Company
82 Devonshire Street
Boston, MA 02109

Participating Employers

Employers whose employees are covered by the Savings Plan:

NCR Corporation
NCR International, Inc.
NCR Government Systems Corporation
Radiant Systems, Inc.
Texas Digital Systems, Inc.
TCR Business Systems, Inc.

NCR Pension Plan Handbook

Effective April 1, 2013

www.netbenefits.com

INTRODUCTION

Effective January 1, 2007, the NCR Pension Plan ("Pension Plan") was frozen for all plan participants who were accruing benefits at that time. This chapter describes the frozen pension benefits available under the Pension Plan.

This total freeze occurred in three phases:

Effective August 31, 2004, benefit accruals under the Pension Plan were frozen for all participants other than members of the Independent Union of NCR Guards and grandfathered participants. Grandfathered participants were eligible employees who were at least age 40 as of August 31, 2004 and who elected to remain participants in the Pension Plan.

Effective March 31, 2005, benefit accruals under the Pension Plan were frozen for members of the Independent Union of NCR Guards who did not reach at least age 40 as of March 31, 2005.

Effective December 31, 2006, benefit accruals under the Pension Plan were frozen for all participants.

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A QUICK LOOK AT THE PENSION PLAN	
Eligibility/ Participation	<p>Participation in the Pension Plan was frozen as follows:</p> <ul style="list-style-type: none"> • September 1, 2004: No employee hired or rehired on or after September 1, 2004 is eligible to participate in the Pension Plan, other than members of the Independent Union of NCR Guards. • August 31, 2004: Benefit accruals were frozen for all participants other than members of the Independent Union of NCR Guards and grandfathered participants. Grandfathered participants were eligible employees who were at least age 40 as of August 31, 2004 and who elected to remain participants in the Pension Plan. • March 31, 2005: Benefit accruals were frozen for members of the Independent Union of NCR Guards who did not reach at least age 40 as of March 31, 2005. No member of the Independent Union of the NCR Guards hired or rehired on or after March 31, 2005 is eligible to participate in the Pension Plan. • December 31, 2006: Benefit accruals were frozen for all participants.
Pension Benefit Amount (Subject to the date of Pension Plan freeze)	<ul style="list-style-type: none"> • PensionPlus (Cash Balance) benefit • Grandfathered benefits for employees hired before June 2002: <ul style="list-style-type: none"> • Basic benefit for most NCR employees • Dollar Multiplier benefit for Consumables (formerly Systemedia) non-exempt manufacturing employees • Dollar Multiplier benefit for Independent Union of NCR Guards
Company Contributions	<ul style="list-style-type: none"> • NCR pays the full cost of the Pension Plan.
Retirement Age	<ul style="list-style-type: none"> • Any time after age 55 if you are vested.
Payment Options	<ul style="list-style-type: none"> • Monthly lifetime annuity benefits or, for the PensionPlus (Cash Balance) benefit only, a lump sum payment (in certain circumstances, you may not be permitted to receive your full PensionPlus (Cash Balance) benefit in a lump sum payment).
Survivor Benefits	<ul style="list-style-type: none"> • Benefits may be payable to your surviving spouse, domestic partner, or beneficiary when you die.

GENERAL PLAN PROVISIONS

Eligibility and Participation

There is no ongoing participation in the Pension Plan. The Pension Plan was closed to new participants on and after September 1, 2004 other than members of the Independent Union of NCR Guards. The Pension Plan was closed to new members of the Independent Union of NCR Guards on March 31, 2005 and completely frozen on December 31, 2006.

Participation in the Pension Plan was frozen as described below:

- **Pension Freeze Effective August 31, 2004:** Benefit accruals under the Pension Plan were frozen for all participants other than members of the Independent Union of NCR Guards and grandfathered participants. Grandfathered participants were eligible employees who were at least age 40 as of August 31, 2004 and who elected to remain participants in the Pension Plan.
 - If, on August 31, 2004, you were participating in the Pension Plan, you were at least age 40 and you elected to remain a participant in the Pension Plan, you continued to accrue benefits under the Pension Plan (a grandfathered participant).
 - If, on August 31, 2004, you were participating in the Pension but you were not a grandfathered participant, you ceased to accrue benefits under the Pension Plan on August 31, 2004. Your benefits under the Pension Plan, including the PensionPlus (Cash Balance) benefit, were frozen on August 31, 2004. However, you continued to vest in the Pension Plan while employed by NCR, including employment with NCR subsidiaries. See the "Vesting Service" section of this Handbook for more information.
- **Pension Freeze for Members of the Independent Union of NCR Guards Effective March 31, 2005:** Benefit accruals under the Pension Plan were frozen for all members of the Independent Union of NCR Guards who were not at least age 40 as of March 31, 2005.
 - If, on March 31, 2005, you were a member of the Independent Union of NCR Guards and you were at least age 40, you continued to accrue benefits under the Pension Plan.
 - If, on March 31, 2005, you were a member of the Independent Union of NCR Guards and you were not at least age 40, you ceased to accrue benefits under the Pension Plan on March 31, 2005. Your benefits under the Pension Plan, including the PensionPlus (Cash Balance) benefit, were frozen on March 31, 2005. However, you continued to vest in the Pension Plan while employed by NCR, including employment with NCR subsidiaries. See the "Vesting Service" section of this Handbook for more information.
- **Pension Freeze Effective December 31, 2006:** Benefit accruals under the Pension Plan were frozen for all grandfathered employees and all members of the Independent Union of NCR Guards who were at least age 40 on March 31, 2005 on December 31, 2006.
 - If on December 31, 2006, you were a grandfathered employee or a member of the Independent Union of NCR Guards who was at least age 40 on March 31, 2005, you ceased to accrue benefits under the Pension Plan on December 31, 2006. Your

benefits under the Pension Plan, including the PensionPlus (Cash Balance) benefit, were frozen on December 31, 2006. However, you continued to vest in the Pension Plan while employed by NCR, including employment with NCR subsidiaries. See the "Vesting Service" section of this Handbook for more information.

Participation if You Leave NCR and Later Return to Work

If you were a grandfathered participant in the Pension Plan between September 1, 2004 and December 31, 2006 and you terminated employment with NCR, your benefits under the Pension Plan were frozen on your last day of employment. If you were subsequently rehired by NCR, you were not eligible to accrue additional benefits in the Pension Plan. However, you may continue to vest if you were not already vested. See "Vesting Service If You Leave and Later Return to Work" for details.

Vesting Service

Vesting means you have the right to receive a Pension Plan benefit in the future, even if you leave NCR before retirement. Your Pension Plan benefits will be vested if

- You were actively employed by NCR or an NCR Subsidiary on December 31, 2006 with at least five years of vesting service;
- You were actively employed by NCR or an NCR subsidiary on January 1, 2007;
- You were rehired on or after January 2, 2007 and your total vesting service is three or more years;
- You die while actively employed or while absent from employment due to military service on or after January 2, 2007 with at least three years of vesting service.

How Vesting Service Is Counted

For vesting purposes, all service with NCR while you are actively working as an employee is eligible, including service with an NCR subsidiary or branch outside the U.S. An approved leave of absence will also count. Service as a contractor or leased employee does not count. Each 12-month period of eligible service counts as a year of vesting service. For any partial year, each month in which you have eligible service will count as 1/12th of a year of vesting service. However, you will not receive credit for a month if your termination date is the first day of the month.

Service before and after January 1, 1995, is counted differently. Any service you had before January 1, 1995, is counted according to the rules in effect at that time and added to your service earned on and after January 1, 1995.

Breaks of less than 12 months are disregarded, and those periods count for vesting. For example, if you left in April and returned the following November, you would get credit for the months from April through November as if you had not left.

Vesting service includes any service you earned while not eligible to participate in the Pension Plan. For example, if you were hired after January 1, 1995, and earned three years of service in a part-time position before switching to full-time, your three years of service in a part-time position count as vesting service.

Service with an AT&T Affiliate

If you have service with AT&T or Lucent, that service may also count for vesting under certain limited circumstances:

- ***If you were hired by NCR on or after January 1, 1997***, that part of your prior service with AT&T or Lucent in the U.S. which occurred while NCR was a subsidiary of AT&T (September 20, 1991, through December 31, 1996) is counted for vesting. If the service was with an affiliated company of AT&T, service will be recognized for vesting only for the period of time that that company was affiliated with AT&T between September 20, 1991, and December 31, 1996. Any recognition of prior AT&T service for vesting is subject to the break-in-service rules, which apply to the AT&T service as if it were NCR service.
- ***If you transferred directly from AT&T, or were hired or rehired by NCR, on or after September 20, 1991, and before January 1, 1997***, crediting of your AT&T service was governed by the Interchange Agreement between AT&T and NCR. Although the Interchange Agreement terminated on December 31, 1996, with the divestiture of NCR from AT&T, the divestiture did not cancel any vesting service that had been properly credited under this agreement.

Vesting Service if You Leave and Later Return to Work

This section explains what happens to your vesting service if you leave NCR and then return to work. If you leave NCR and then return to work, your periods of service will be combined for vesting purposes—unless you lose service due to a break in service. If you were not vested at the time you originally left NCR, the following rules apply:

- ***If You Left and Were Rehired Before January 1, 1976***. Your periods of service will be combined for vesting purposes. Past service, which was recognized under the Pension Plan (or any other NCR Sponsored U.S. tax-qualified retirement plan) at the time, was restored when you were rehired, regardless of the break.
- ***If You Leave and Are Rehired On or After January 1, 1976***. Your periods of service will be combined for vesting purposes (unless you lose service due to a break in service). Past service is not restored if your total break in service equals or exceeds five years, or the length of time you were employed before your termination, if longer (i.e., you were gone longer than you worked).

Example 1: If you leave prior to being vested and are later rehired (service prior to 1989)

Sara worked for NCR from June 22, 1981, until January 16, 1987. She was not vested when she left because the vesting requirement was 10 years. Sara was rehired May 4, 1998. Her previous service was not restored because she worked 6 years and was gone 11.

Example 2: If you leave prior to being vested and are later rehired (service after 1989)

Jane worked for NCR from July 7, 1989, until August 25, 1993. She was not vested when she left because the vesting requirement was five years. Jane was rehired May 4, 1999. Her previous service was not restored because her break in service exceeded five years.

Before January 1, 1995, a break in service began with the first calendar year in which an eligible employee completed less than 501 hours of service after becoming a participant. On or after January 1, 1995, a break in service begins on the date of your termination of employment with NCR.

Eligible Pay

For any frozen accrued benefits, eligible pay for the Pension Plan includes base pay plus:

- Overtime
- Commissions
- Pre-Tax Contributions to the Savings Plan and the Flexible Benefits Plan
- Bonuses and incentive pay, except retention, sign-on and work completion bonuses
- Short-term disability pay

Pay that is **not eligible** includes:

- Investment returns from your participation in NCR's stock option plans, the Employee Stock Purchase Plan or similar plans
- Expense reimbursements and allowances
- Benefits
- Moving expenses
- Separation pay
- Retention and work completion bonuses
- Merchandise awards
- Non-cash compensation
- Sign-on bonuses

IMPORTANT INFORMATION REGARDING PARTICIPATION BEFORE THE PENSION PLAN FREEZE

Pension Freeze Effective August 31, 2004

Benefit accruals under the Pension Plan were frozen for all participants other than members of the Independent Union of NCR Guards and grandfathered participants. Grandfathered participants were eligible employees who were at least age 40 as of August 31, 2004 and who elected to remain participants in the Pension Plan.

If your Pension Plan benefit was frozen on August 31, 2004, your Basic benefit was frozen on that date based on service through August 31, 2004 and pay through June 30, 2004, and you were no longer eligible to accrue additional benefits under the Pension Plan. However, on September 1, 2004 you became eligible for the enhanced company matching contributions under the NCR Savings Plan. You also continued to accrue vesting service according to the rules of the Pension Plan. See the "Vesting Service" section earlier in this Handbook for details.

Pension Freeze Effective March 31, 2005

Benefit accruals under the Pension Plan were frozen for all members of the Independent Union of NCR Guards who were not at least age 40 as of March 31, 2005. On March 31,

2005, your Basic benefit was frozen based on service through March 31, 2005 and pay through December 31, 2004, and you were no longer eligible to accrue additional benefits under the Pension Plan. However, on April 1, 2005 you became eligible for the enhanced company Matching contributions under the NCR Savings Plan. You also continued to accrue vesting service according to the rules of the Pension plan. See the "Vesting Service" section earlier in this Handbook for details.

Pension Freeze Effective December 31, 2006

Benefit accruals under the Pension Plan were frozen for all participants effective December 31, 2006. If your benefit was not previously frozen, your Basic benefit was frozen on December 31, 2006 based on service through December 31, 2006 and pay through September 30, 2006, and you were no longer eligible to accrue additional benefits under the Pension Plan. However, on January 1, 2007 you became eligible for the enhanced company Matching contributions under the NCR Savings Plan. You also continued to accrue vesting service according to the rules of the Pension Plan. See the "Vesting Service" section earlier in this Handbook for details.

Note: If you are a Consumables non-exempt manufacturing employee eligible for a Dollar Multiplier benefit, your benefit will be based on service through August 31, 2004 (for participants who WERE NOT grandfathered on August 31, 2004) or through December 31, 2006 (for participants who WERE grandfathered on August 31, 2004).

PENSIONPLUS (CASH BALANCE) BENEFIT

The PensionPlus (Cash Balance) benefit is an account to which NCR made monthly contributions equal to a percentage of your eligible pay. Although monthly contributions ended when this benefit was frozen, monthly interest credits continue to be credited until you start receiving your PensionPlus (Cash Balance) benefit. Generally, the PensionPlus (Cash Balance) benefit may be taken as a lump sum upon termination of employment provided you are fully vested. However, in certain circumstances, you may not be permitted to receive your full PensionPlus (Cash Balance) benefit as a lump sum.

When you became eligible for the PensionPlus (Cash Balance) benefit, the Pension Plan set up a "cash balance account" in your name (for bookkeeping purposes only). Your PensionPlus (Cash Balance) "account balance" grew each year through company credits, based on your eligible pay through the date the Pension Plan was frozen, and monthly interest credits.

The PensionPlus (Cash Balance) benefit offers flexibility as to how and when you receive your benefit. The PensionPlus (Cash Balance) benefit is portable, meaning you can take it with you if you leave NCR before retirement or you can defer receipt of the benefit until a future date or retirement.

Account Statements

You can find out your PensionPlus (Cash Balance) account balance information by accessing Fidelity NetBenefits® at www.netbenefits.com at any time or by calling the NCR Benefits Service Center at 1-800-245-9035.

What Goes into Your PensionPlus (Cash Balance) Account

Company Credits. Before the Pension Plan was frozen, on the last day of each month NCR credited your account with a percentage of the eligible pay you received that month, depending on your date of hire or rehire, as follows:

- Employees hired before June 1, 2002: 1½%
- Employees hired or rehired on June 1, 2002 or later: 3%
- Independent Union of NCR Guards, effective April 1, 2002: 1½%

Monthly Interest. The interest credited is updated quarterly. The rate for a calendar quarter will be the average 30-year Treasury rate for the second month preceding the calendar quarter. Prior to 2002, the rate was determined by NCR annually. The rates prior to 2002 are listed in the following chart.

Year	Annualized Interest Rate	Year	Annualized Interest Rate
2001	7.5%	1998	7.0%
2000	7.5%	1997	7.5%
1999	6.25%	1996	7.5%

Example: How the PensionPlus (Cash Balance) Benefit Is Calculated

Jeff started working for NCR January 1, 2003, and earned \$30,000. During 2003, NCR credited his account with \$900 (3% of \$30,000). Jeff also received interest credits at the time each monthly amount was credited, based on the 30-year Treasury rate. An additional \$28.13 of interest was credited to his account, bringing his total account balance for the year to \$928.13.

When You Can Begin Receiving Your PensionPlus (Cash Balance) Benefit

If you are vested, you may receive your PensionPlus (Cash Balance) benefit when you are no longer employed by NCR or at a future date of your choice. If you also have a Basic benefit, this date can be no later than when you begin receiving your Basic benefit...

How Your PensionPlus (Cash Balance) Benefit Is Paid

Your PensionPlus (Cash Balance) benefit was calculated based on the date your Pension Plan benefit was frozen (including the pay cut-off date). However, monthly interest credits continue to be credited until you commence your PensionPlus (Cash Balance) benefit. You can elect to have your PensionPlus (Cash Balance) account paid out after you terminate employment with NCR in one of the following three ways:

- **Option 1: Immediate lump sum payment to you or a rollover.** You can choose to have your account paid in a lump sum when you leave NCR. If you do, you will receive the full value of your PensionPlus (Cash Balance) account as of your date of termination, increased by monthly interest credits and reduced by applicable tax withholding. Or you can elect to have a direct rollover to an Individual Retirement Account (IRA), the NCR Savings Plan or another tax-qualified plan (if permitted by that plan). Note that if the plan is subject to benefit restrictions on the date you elect to receive your PensionPlus (Cash Balance) account, you may not be able to receive your full PensionPlus (Cash Balance) account in an immediate lump sum payment or a rollover.

- **Option 2: Immediate payment in a monthly annuity to you (lifetime benefit).** You can choose to have your PensionPlus (Cash Balance) benefit paid in an annuity when you leave NCR. If you choose this option, your PensionPlus (Cash Balance) benefit is converted to an annuity that has the same present value as your account balance.
- **Option 3: Deferred payment in an annuity or a lump sum.** You can postpone payment of your PensionPlus (Cash Balance) benefit until a later date not later than your normal retirement date. If you also have a Basic benefit, you must take your PensionPlus (Cash Balance) benefit no later than when you begin receiving your Basic benefit. Your account will continue to be maintained in the Pension Plan, and interest will continue to be credited. If you postpone payment of your account, you will need to choose how and when you want to receive your benefit. You can choose to take a monthly annuity, a lump sum paid directly to you, or to have your account balance directly rolled over to an IRA, the NCR Savings Plan (provided you have an account in the NCR Savings Plan) or another tax-qualified plan (if permitted by that plan). Note that if the Pension Plan is subject to benefit restrictions on the date you elect to receive your PensionPlus (Cash Balance) account, you may not be able to receive your full PensionPlus (Cash Balance) account in a lump sum paid directly to you or to have your full PensionPlus (Cash Balance) account rolled over to an IRA, the NCR Savings Plan (provided you have an account in the NCR Savings Plan), or another tax-qualified plan (if permitted by that plan).

Converting Your PensionPlus (Cash Balance) Benefit to an Annuity

If you elect to take either your immediate or postponed benefit as an annuity, your account balance will be converted to an annuity. This conversion is done by multiplying your account balance by a factor that takes into account your age and an interest rate specified by the Pension Plan. Your monthly annuity payments will be less if you start your annuity before age 65, since you will receive the payments for a longer time. If you choose a 50%, 75% or 100% joint and survivor annuity with continuing payments to your spouse or domestic partner after your death, the annuity amount will be reduced as described in the section "Calculating the Joint and Survivor Annuity Reductions" later in this Handbook.

- **If You Are Married.** If you elect a lump sum or the single life annuity option, the law requires that your spouse acknowledge that upon your death, he or she will not receive a survivor benefit from the Pension Plan. Your spouse's consent to your election must be signed in the presence of a notary public. If your spouse does not consent, your benefit will be paid as a joint and survivor annuity with your spouse as joint annuitant. If you are married and elect a single life annuity and die before your benefit payments start, your election will be void. Your spouse will receive a pre-retirement surviving spouse benefit, as described later in this Handbook.
- **Domestic Partners.** If you have an established domestic partnership on file with NCR at the time of your retirement, you may elect to receive your PensionPlus (Cash Balance) benefit as a joint and survivor annuity with your domestic partner as the joint annuitant. For more information on annuity options, see "Forms of Payment" in the Basic Benefit section of this Handbook.

Your PensionPlus (Cash Balance) Benefit Beneficiaries

If you have a frozen vested accrued benefit and die before retirement, your PensionPlus (Cash Balance) benefit account balance will be paid to your beneficiary.

If you are married, your spouse is automatically your beneficiary unless you designate someone else. To designate someone other than your spouse, your spouse must sign a

consent form in the presence of a notary public certifying that your spouse understands that he or she won't receive your PensionPlus (Cash Balance) benefit when you die.

Your PensionPlus (Cash Balance) benefit will be paid to your spouse as a single life annuity unless your spouse consents in writing to receive a lump sum (note that if the Pension Plan is subject to benefit restrictions on the date your spouse elects to receive your PensionPlus (Cash Balance) account in a lump sum, your spouse may not be able to receive your full PensionPlus (Cash Balance) account in a lump sum). The single life annuity value of your PensionPlus (Cash Balance) benefit payable to your spouse will be determined actuarially, based on the balance in your account on the date of your death. Your spouse may choose to postpone payment of your PensionPlus (Cash Balance) account until you would have reached normal retirement age. If you are eligible for a frozen Basic benefit, your spouse must take your PensionPlus (Cash Balance) benefit no later than when he or she starts the survivor portion of the Basic benefit.

If you are married and designate a non-spouse beneficiary before the year in which you reach age 35, that beneficiary designation is automatically void on January 1 of the calendar year in which you become age 35. To make it effective again, you must complete a new designation, with your spouse's written, notarized consent, on or after January 1 of the year in which you turn age 35.

If you are single, NCR automatically assigns a beneficiary, unless you elect otherwise. If the automatic assignment applies to you, benefits will be paid in equal amounts to the first eligible person(s) in the following order:

- Your children
- Your parents
- Your brothers or sisters
- Your estate or personal administrator

This order is based on the most common beneficiary designations. The automatic assignment is designed to simplify the beneficiary process since it automatically ensures that your designations are up to date as you experience life changes. For example, many single people choose their parents as beneficiaries. When they marry, they usually designate their spouse as their beneficiary. With automatic assignments, there's no need to complete a form because benefits are always paid in the order above. This means as your life changes, so do your beneficiaries.

Changing Your Beneficiary

If you do not want NCR to automatically assign your beneficiary or if you want to change your current beneficiary designation, you need to complete a Beneficiary Election Form, available online through Fidelity NetBenefits® at www.netbenefits.com.

Filing a Beneficiary Election Form means that your beneficiaries will not be updated automatically by NCR, even if you experience a life change. If you choose to name your own beneficiary, you are responsible for making sure your beneficiary form remains up to date.

If you currently have a Beneficiary Election Form on file with NCR and you wish to use the automatic assignment, you may cancel all previous beneficiary elections by completing the appropriate section of the Beneficiary Election Form and returning it to NCR.

You can obtain a Beneficiary Election Form online through Fidelity NetBenefits® at www.netbenefits.com. Mail completed forms to:

NCR Benefits Service Center
P. O. Box 770003
Cincinnati, OH 45277-0065

Your PensionPlus (Cash Balance) Benefit if You Leave NCR and Are Rehired

Since all Pension Plan benefits are frozen, there is no ongoing participation in the PensionPlus (Cash Balance) benefit. If you were not vested when you left, your prior PensionPlus (Cash Balance) account balance will be restored unless your break in service equals five or more years. If you were receiving your PensionPlus (Cash Balance) benefit as an annuity, your payments will stop. The annuity will resume when you again terminate employment.

BASIC BENEFIT (FOR EMPLOYEES HIRED BEFORE JUNE 1, 2002)

Before benefit accruals under the Pension Plan were frozen, employees hired prior to June 1, 2002, were covered by a Basic benefit under the Pension Plan.* This benefit was in addition to the PensionPlus (Cash Balance) benefit described previously.

The Basic benefit was based on years of benefit service and Modified Average Pay or MAP (described on the following page) while you participated in the Pension Plan during your NCR employment (see "Eligibility and Participation" for a description of pension freeze dates). Your Modified Average Pay is multiplied by a percentage, based on your years of benefit service before your pension was frozen, as determined in the "Basic Benefit Table." The resulting amount is your frozen annual Basic benefit, payable as a monthly annuity for your life beginning at age 65.

If your NCR employment terminated and you were rehired after June 1, 2002, only your years of benefit service and Modified Average Pay prior to your rehire date is considered for your Basic benefit.

**Consumables non-exempt manufacturing employees and members of the Independent Union of NCR Guards were not eligible for the Basic benefit.*

Benefit Service

Benefit service refers to the years of service used in determining the amount of your Basic benefit under the Pension Plan. On or after January 1, 1995, you earned one year of benefit service for each 12-month period of eligible service you have, subject to the pension freeze provisions described in "Eligibility and Participation." For any partial year, each month in which you have eligible service will count as 1/12th of a year of service, and the percentage multiplier shown on the Basic Benefit Table will be adjusted to reflect the fractional year.

(You will not receive credit for a month if your termination date is the first day of the month.)

Your years of benefit service include:

- While you are actively employed as a full-time employee, all of your service until the Pension Plan was frozen for you on August 31, 2004 or December 31, 2006.
- Any part-time, intern, seasonal or co-op service after you became a participant in the Pension Plan until the Pension Plan was frozen for you on August 31, 2004 or December 31, 2006.
- Any years of service under another U.S. pension plan of NCR until the Pension Plan was frozen for you on August 31, 2004 or December 31, 2006.

If you left NCR and were rehired prior to June 1, 2002, your periods of eligible benefit service will be combined unless you lost service due to a break in service. The break in service rules for benefit service are described in the "Vesting Service If You Leave and Later Return to Work" section of this Handbook.

Service with an NCR subsidiary or branch outside the U.S., unless you are receiving all or part of your salary through NCR's U.S. payroll, or service with AT&T or any of its affiliates will not count as benefit service for the Basic benefit calculation.

Benefit Service Earned Before January 1, 1995

Before January 1, 1995, you earned a year of benefit service for each calendar year in which you worked at least 2,000 hours. If you worked less than 2,000 hours but 1,000 or more, you earned a prorated fraction of a year of service.

Modified Average Pay

Your Modified Average Pay is based on your annual pay while you were a Pension Plan participant until the Pension Plan was frozen, with an adjustment to update pay for earlier years when your earnings were typically less. Modified Average Pay is based on:

- Your actual annual pay received in 1991 and each year after 1991, up to August 31, 2004 (if you were under age 40 on August 31, 2004 or if you were at least age 40 on August 31, 2004 and you elected to cease participation in the Pension Plan) or December 31, 2006 (for all remaining participants).
- For each year before 1991, a **base period amount** is calculated by averaging your annual pay for 1986 through 1990. If you terminated employment with NCR before 1986 and were rehired after 1990, your base period amount for the pre-1986 years will be your FICA pay for the last full calendar year worked before 1986.
- Generally, using Modified Average Pay results in a higher average than if your actual pay is averaged for that period. See the example "Estimating Your Basic Benefit Amount" to better understand how Modified Average Pay is determined and how it is used in your pension calculation.

At the time your pension was frozen, your Basic benefit was calculated using the method described earlier. However, the Pension Plan also considered any other possible "minimum benefits" to which you are entitled as described in "Minimum Benefits" later in this

Handbook. You will receive the highest amount produced by any pension benefit formula to which you are entitled. Your monthly pension benefit will be rounded up to the next dollar.

Percentage of Modified Average Pay

Once you know your Modified Average Pay, this chart is applied to calculate the appropriate percentage based on years of benefit service.

Basic Benefit Table

When you retire, if you have	Multiply this percentage by your modified average pay	When you retire, if you have	Multiply this percentage by your modified average pay
1 year of service	1.3%	26 years of service	36.6%
2 years of service	2.6%	27 years of service	38.1%
3 years of service	3.9%	28 years of service	39.7%
4 years of service	5.2%	29 years of service	41.2%
5 years of service	6.5%	30 years of service	42.8%
6 years of service	7.8%	31 years of service	44.4%
7 years of service	9.2%	32 years of service	46.0%
8 years of service	10.5%	33 years of service	47.6%
9 years of service	11.9%	34 years of service	49.2%
10 years of service	13.2%	35 years of service	50.8%
11 years of service	14.6%	36 years of service	52.4%
12 years of service	16.0%	37 years of service	54.1%
13 years of service	17.4%	38 years of service	55.7%
14 years of service	18.8%	39 years of service	57.4%
15 years of service	20.2%	40 years of service	59.0%
16 years of service	21.7%	41 years of service	60.7%
17 years of service	23.1%	42 years of service	62.4%
18 years of service	24.6%	43 years of service	64.1%
19 years of service	26.0%	44 years of service	65.8%
20 years of service	27.5%	45 years of service	67.5%
21 years of service	29.0%	46 years of service	69.2%
22 years of service	30.5%	47 years of service	70.9%
23 years of service	32.0%	48 years of service	72.6%
24 years of service	33.5%	49 years of service	74.3%
25 years of service	35.0%	50 years of service	76.0%

An Example: Estimating Your Basic Benefit Amount

At retirement, Julie has 37 years of service and retires on January 1, 2000. Here's how Julie's annual Basic benefit at age 65 is estimated.

Step 1	<i>Determine</i> the benefit service at retirement: 37 years
Step 2	<p><i>Calculate</i> the total pay for the years before 1991:</p> <p><i>Add</i> the pay for the years Julie worked prior to 1991</p> <p>\$42,100 (1986) \$43,600 (1987) \$45,800 (1988) \$47,400 (1989) \$49,300 (1990)</p> <p><i>Equals:</i> \$228,200</p> <p><i>Divide</i> the total pay by the number of years worked prior to 1991 $\\$228,200 \div 5$ <i>equals</i> the base period amount: \$45,640</p> <p><i>Multiply</i> the base period amount by the years of service as of 12/31/90 $\\$45,640 \times 28$ <i>equals</i> the total pay for the years before 1991: \$1,277,920</p>
Step 3	<p><i>Calculate</i> the total pay for 1991 and the following years:</p> <p><i>Add</i> the pay for the years Julie worked from 1991 through her pay cut-off-date (9/30/99)</p> <p>\$51,300 (1991) \$53,400 (1992) \$55,500 (1993) \$57,700 (1994) \$60,000 (1995) \$62,200 (1996) \$64,500 (1997) \$67,100 (1998) \$52,350 (pay through pay cut-off-date 9/30/99)</p> <p><i>Equals</i> the total pay: \$524,050</p>
Step 4	<p><i>Add</i> the total pay for the years before 1991 to the total pay for the years 1991 and later</p> <p>$\\$1,277,920 + \\$524,050$ <i>equals</i> the new total pay: \$1,801,970</p> <p><i>Divide</i> total pay by total years of service through 9/30/99 cut-off date $\\$1,801,970 \div 36.8$ <i>equals</i> the Modified Average Pay: \$48,967</p>
Step 5	<p><i>Look up</i> the Percentage of Modified Average Pay on the Basic Benefit Table on the previous page for Julie's total years of service (37 years)</p> <p>Percentage equals: 54.1%</p>
Step 6	<p><i>Multiply</i> the Modified Average Pay (Step 4) by the Percentage of Modified Average Pay (Step 5)</p> <p>$\\$48,967 \times 54.1\%$ <i>equals</i> the annual Basic benefit amount: \$26,491</p>

Pay Cut-Off Dates

For participants who had their benefit frozen on August 31, 2004, the Basic benefit considered pay through June 30, 2004.

For participants who had their benefit frozen on December 31, 2006, the Basic benefit considered pay through September 30, 2006.

When Your Basic Benefit Begins

If you are vested, you may begin your Basic benefit at any time after you reach age 55 and are no longer employed by NCR. Payment of your Basic benefit will not occur automatically once you are eligible. ***It is your responsibility to initiate payment*** by contacting the NCR Benefits Service Center 45 to 180 days prior to the date on which you want to start receiving your pension. The Pension Plan and federal regulations require that you receive certain information before your payments begin. Therefore, pension payments are not made retroactively or prior to the date you contact the NCR Benefits Service Center.

Your pension payment will automatically commence no later than April 1 following the year in which you reach age 70½ if you are no longer working for NCR. If you are actively working when you reach age 70½, your pension benefit will commence when you terminate employment.

If, after a diligent search, NCR is unable to locate you after you reach age 70½, your entire Pension Plan benefit will be forfeited. If you later present yourself to the Pension Plan, your entire Pension Plan benefit will be reinstated and distributed in accordance with the terms of the Pension Plan.

If You Work Beyond Age 65

The normal retirement date under the plan is age 65. However, you are not required to retire from NCR at age 65. If you work past age 65, your benefits will be "suspended" and will not start until you terminate employment with NCR.

How Your Basic Benefit Is Paid

The amount of your Basic benefit depends on your age when you leave NCR and when you begin pension benefits. For Consumables non-exempt manufacturing employees, your Basic benefit will be reduced from age 65 in all cases to take into account the longer period you will receive benefits, as shown in the chart below. For Brea, California, non-exempt manufacturing employees, your Basic benefit will be reduced from age 62 in all cases to take into account the longer period you will receive benefits, as shown in the chart below. For all other participants, your Basic benefit will be reduced for early retirement to take into account the longer period you will receive benefits, as shown in the chart below.

Determining Your Early Retirement Reduction

If you are age 55 or older when you leave NCR*		If you are younger than age 55 when you leave NCR	
And you begin benefits at age:	The percent of your age 65 pension benefit is:	And you begin benefits at age:	The percent of your age 65 pension benefit is:
65	100%	65	100%
64	100%	64	94%
63	100%	63	88%
62	100%	62	82%
61	94%	61	76%
60	88%	60	70%
59	82%	59	64%
58	76%	58	58%
57	70%	57	52%
56	64%	56	46%
55	58%	55	40%

Note: The reduction applied to your benefit will be prorated for partial years.

* Employees who are affected by a Reduction-In-Force and reach 55 during their separation pay period will be deemed to have left NCR after age 55, and the reduction will be from age 62. If you DO NOT reach age 55 during the separation pay period, the early retirement reduction will be from age 65.

Forms of Payment

Your Basic benefit is paid as a monthly annuity (lifetime benefit) as follows:

- **If You Are Single.** The default payment option for a single participant is a single life annuity.
- **If You Are Married.** The default payment option for a married participant is the 50% joint and survivor annuity, unless you elect one of the other payment options. If you want to elect a payment method other than the 50% joint and survivor annuity, you must make your election no earlier than 180 days before your benefits begin.

If you elect the single life annuity option the law requires that your spouse acknowledge that upon your death, he or she will not receive a survivor benefit from the Pension Plan. Your spouse's consent to your election must be signed in the presence of a notary public.

If you are married, elect a single life annuity and die before your benefit payments start, your election will be void. Your spouse will receive a pre-retirement surviving spouse benefit, as described in the section "Your Basic Benefit If You Die Before Retirement."

- **Domestic Partners.** If you have an established domestic partner relationship on file with NCR on the date you commence your benefit, you may elect a joint and survivor annuity with your domestic partner as the joint annuitant.

Once a joint and survivor annuity has begun, the joint annuitant is entitled to the survivor portion regardless of a subsequent divorce, legal separation or dissolution of domestic partnership. If the joint annuitant dies before you, a new joint annuitant may not be added.

The chart below shows the different types of annuity payment options available under the Pension Plan:

Payment Options	How Benefits Are Paid	How Long Benefits Are Paid
Single Life Annuity	Monthly payment for your life only	Payments stop at your death
50% Joint and Survivor Annuity	Reduced monthly payment to you for your life*	After your death, 50% of your monthly amount is continued each month to your spouse or domestic partner; Payments stop at your spouse's or domestic partner's death
75% Joint and Survivor Annuity	Reduced monthly payment to you for your life*	After your death, 75% of your monthly amount is continued each month to your spouse or domestic partner; Payments stop at your spouse's or domestic partner's death
100% Joint and Survivor Annuity	Reduced monthly payment to you for your life*	After your death, 100% of your monthly amount is continued each month to your spouse or domestic partner; Payments stop at your spouse's or domestic partner's death

*For an explanation of this reduction, see the section "Calculating the Joint and Survivor Annuity Reductions."

Your Basic Benefit if You Die Before Retirement

If you are vested and die before your Basic benefit begins, the Pension Plan pays a portion of your benefit to your spouse or domestic partner. This benefit for a pre-retirement death is a special feature of the Pension Plan and offers valuable protection. No Pension Plan benefits will be paid if you are not vested at the time of your death. The benefit your spouse or domestic partner may receive is described below.

- **Single participants.** No death benefits are paid from your Basic benefit.
- **Married participants.** If you are married at your death, your surviving spouse will receive a death benefit based on your Basic benefit.
- **Participants with Domestic Partners.** If you have an established domestic partner relationship on file with NCR on the date of your death, your surviving domestic partner will receive a death benefit based on your Basic benefit.

If you qualify for retirement benefits at the time of your death (based on your age and service), Basic benefit payments to your surviving spouse or domestic partner can begin immediately. Your surviving spouse or domestic partner can elect to have benefit payments begin at a later date, but no later than the time you would have reached age 65.

If you are not eligible to retire at the time of your death, your spouse or domestic partner will be eligible to receive Basic benefit payments when you would have reached age 55. Death benefits beginning before your 65 birthday are reduced for early payment based on the age you would have been when benefits start. See the Early Retirement Reduction table in the "How Your Basic Benefit is Paid" section of this Handbook for more information.

Your surviving spouse or domestic partner will generally be entitled to a lifetime monthly benefit of 50% of the joint and survivor frozen retirement benefit you had earned at the time of your death. If you die after electing to receive a 75% or 100% Joint and Survivor Annuity and before payments commence, your spouse or domestic partner will be entitled to a lifetime monthly benefit of 75% or 100% (as elected by you) of the joint and survivor frozen retirement benefit you had earned at the time of your death.

Your Basic Benefit if You Leave NCR and Are Rehired

If you were rehired by NCR after June 1, 2002, you accrued no additional Basic benefit for your service and pay after the rehire date.

DOLLAR MULTIPLIER BENEFIT

Consumables (formerly Systemedia) non-exempt manufacturing employees hired before June 1, 2002, and members of the Independent Union of NCR Corporation Guards were covered by a Dollar Multiplier formula benefit until the Pension Plan was frozen. Under the Dollar Multiplier formula, your pension benefit was determined by multiplying your years of service by your benefit level. Your frozen benefit was determined as a monthly annuity for your life beginning at age 65.

Your benefit level means the fixed dollar amount you will be paid for each year of benefit service until your pension was frozen. The benefit level is determined by the benefit class for the salary grade of your job classification. The dollar multiplier amounts are found later in this Handbook.

Important: The Dollar Multiplier benefit is paid out the same as the Basic benefit, as described in the Basic benefit sections: "When Your Basic Benefit Begins," "How Your Basic Benefit Is Paid" and "Your Basic Benefit If You Die Before Retirement."

ADDITIONAL PENSION PLAN INFORMATION

Rehire after Retirement

If you are rehired by NCR after retirement, your pension benefits will be suspended if you work eight or more days per month. However, since the Pension Plan is frozen, you will not accrue additional pension benefits while you work.

If your second retirement is before age 62, any pension annuity you were receiving will be recalculated to reduce for early retirement based on your age at your second retirement. If you were entitled to a special pension enhancement at the time of your first retirement, the enhancement will not apply to the calculation of your pension benefit at the time of your second retirement. However, if your recalculated pension is less than your pension benefit from your first retirement, you will continue to receive the first amount. Pension enhancements include change-in-control benefits, special early retirement programs and the minimum benefits described in the "Minimum Benefits" section later in this Handbook.

How Your Benefits Are Taxed

Annuity Payments

Federal tax laws permit taxes to be automatically withheld on your benefits before they are paid to you. The amount withheld depends on your filing status and the number of exemptions you claim. If you do not want taxes withheld from your annuity, you must complete Form W-4P or a form approved by the IRS. Call the NCR Benefits Service Center at 1-800-245-9035 to request the form.

State tax laws may also require withholding. You may need to complete the appropriate state withholding certificate and return it to the NCR Benefits Service Center.

Remember, if you choose not to have taxes withheld from your benefit, you will still be responsible for paying them when you file your income tax returns. If no taxes are withheld, or if the amount withheld is not enough to cover the actual taxes due, you may be required to pay estimated taxes or penalties.

Lump Sum Payment for PensionPlus (Cash Balance) Benefit Only

If you are under age 59½ at the time you receive a lump sum distribution from your PensionPlus (Cash Balance) account, you may have to pay a 10% excise tax on the taxable portion. This extra 10% tax does not apply if you:

- Roll over the distribution into the NCR Savings Plan (provided you have an account in the NCR Savings Plan), another employer's tax-qualified plan (if permitted by that plan), or an IRA.
- Terminate employment during the year in which you reach age 55 or later.
- Are totally disabled.
- Receive a distribution for medical expenses that exceed 7.5% of your adjusted gross income.

If you choose a lump sum payment of your PensionPlus (Cash Balance) benefit, the Plan Administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes. You can avoid this 20% withholding if you choose a direct rollover: that is, having your benefit paid directly to the NCR Savings Plan (provided you have an account in the NCR Savings Plan), your IRA, or another employer's tax-qualified plan (if permitted by that plan).

If you choose to have the lump sum PensionPlus (Cash Balance) benefit paid directly to you, you can still decide within 60 days after you receive payment to roll over all or part of it to the NCR Savings Plan (provided you have an account in the NCR Savings Plan), an IRA, or another employer's tax-qualified plan (if permitted by that plan). You can roll over up to 100% of the distribution, including an amount equal to the 20% that was withheld for taxes. If you choose to roll over 100%, you must replace the 20% that was withheld within the 60-day period. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld.

Everyone has a different tax situation. You should talk to a tax advisor for more information.

Limits

The Pension Plan is subject to some additional limits set by law. You will be notified if any of these limits affect your participation in the Pension Plan.

Compensation Limits

IRS rules do not permit annual pay over a certain amount (\$255,000 in 2013) to be considered when calculating your benefits under the Pension Plan. This amount may change each year.

Maximum Benefits

In any given year, the total amount of benefits you may receive from a tax-qualified defined benefit plan, such as the Pension Plan, is also limited by law. In 2013, your annual benefit amount may not exceed the lesser of \$205,000 or your average annual pay for the three consecutive calendar years in which you earned the most money with NCR. This amount is reduced for retirements prior to age 62. The dollar limitation amount is determined by the IRS and may change each year.

Calculating the Joint and Survivor Annuity Reductions

To calculate your benefit in any joint and survivor annuity form, your benefit must first be calculated as a single life annuity. The Pension Plan then considers your age and your spouse's age when calculating a joint and survivor annuity and an actuarial adjustment is made.

Protection of Your Benefits

Your Pension Plan benefit may not be garnished or attached by your creditors or be assigned in any way to anyone else, except to comply with a federal tax lien or a qualified domestic relations order (QDRO). You may obtain, upon request and free of charge, guidelines for submitting a QDRO by contacting the NCR Benefits Service Center at 1-800-245-9035. If NCR receives a domestic relations order or a federal tax lien affecting your Pension Plan benefit, you will be notified.

In the event that you or your beneficiary is unable to attend to your legal and financial affairs, Pension Plan benefits may be paid to a guardian or relative appointed on your behalf.

Situations Affecting Your Benefits

There are some situations when you or your beneficiary may find that some benefits are less than you may have anticipated or are not available. Some of those situations are described below.

- If you failed to meet the eligibility requirements before the Pension Plan was frozen, you will not become a Pension Plan participant.
- Your annual benefit otherwise exceeds limits established by the IRS.
- If you leave NCR or die before becoming vested, you or your surviving spouse/domestic partner are not eligible for benefits from the Pension Plan.
- If you leave NCR before vesting and are later reemployed, you may or may not receive credit for prior vesting service.
- If you do not keep NCR informed of your current address and beneficiary information, this could result in the delay of receipt of your benefits.

- If the Pension Plan is terminated, you will not earn additional benefits after the termination date.
- If the Pension Plan is terminated, your accrued benefit under the Pension Plan will become vested.
- If a qualified domestic relations order (QDRO) requires the Pension Plan to set aside a portion of your benefit for payment to your ex-spouse or children, you will have no rights to that portion of the value of your Pension Plan benefit.

Benefit Restrictions

NCR is obligated to fund benefits under the Pension Plan in accordance with legal rules and in accordance with any applicable collective bargaining agreements. To protect plan funding, Federal law sets parameters for determining a plan's funded status and imposes certain restrictions if the plan is not at least 80% funded under those parameters. If a plan is less than 80% funded under Federal parameters, the plan generally may not be amended to increase benefits and "accelerated payments" (generally, payments that are not spread evenly over the life of a participant and/or his beneficiary, such as single sum payments (other than cash outs) and Social Security adjustment annuities) are restricted. If a plan is less than 60% funded under Federal parameters, no accelerated payments may be made, no additional benefits will be earned, and benefits that would be payable upon the occurrence of an unpredictable contingent event (e.g., plant closure) will not be payable from the plan. The Plan Administrator will notify you for any plan year in which a restriction applies under the Pension Plan.

Pension Benefit Guaranty Corporation

Your pension benefits under the Pension Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Pension Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Pension Plan terminates and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Pension Plan terminates; (2) some or all of benefit increases and new benefits based on Pension Plan provisions that have been in place for fewer than five years at the time the Pension Plan terminates; (3) benefits that are not vested because you have not worked long enough for NCR; (4) benefits for which you have not met all of the requirements at the time the Pension Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Pension Plan's normal retirement age and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Pension Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/DD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site at <http://www.pbqc.gov>.

Applying for Your Pension Benefits

1. Call the NCR Benefits Service Center at least 45 days but not more than 180 days prior to your benefit commencement date at 1-800-245-9035 Monday through Friday, 8:30 a.m. to 8:00 p.m., Eastern time (excluding New York Stock Exchange holidays) to apply for your pension benefits.
2. Complete any necessary forms and return them to the NCR Benefits Service Center.
3. Meet your deadlines so your pension benefit begins when you want.

MINIMUM BENEFITS

If you were employed by NCR prior to 1995, you may have been eligible for one or more of the minimum benefits described in the following pages. If you were eligible, your Basic benefit was compared to any minimum benefits, and the highest amount is your Basic benefit. There were three different minimum benefits. They were:

- 1985 Minimum Benefit
- 1993 Frozen Minimum Benefit
- 1994 Frozen Minimum Benefit

1985 Minimum Benefit

This Minimum Benefit applied if you participated in one of the following plans on **May 1, 1985**:

- Plan 001: The Retirement Plan for Salaried Employees of NCR Corporation
- Plan 003: The Retirement Plan for Field and Non-Exempt Home Office Employees of the United States Data Processing Group of NCR Corporation
- Plan 041: The Retirement Plan for Salaried Employees of the Lake Mary, Florida, Manufacturing Facility of NCR Corporation
- Plan 048: The Retirement Plan for Salaried Employees of NCR Corporation (NCR Comten, Inc.)

How the 1985 Minimum Benefit Is Calculated

If you were eligible, the 1985 Minimum Benefit was calculated at the time your pension benefit was frozen. The Minimum Benefit equals the following:

1.5% of your final average monthly salary¹, multiplied by your years of benefit service at the time your pension benefit was frozen.

minus

1.5% of your primary insurance amount (PIA)², multiplied by your years of benefit service (but not in excess of 50% of the PIA) at the time your pension benefit was frozen.

minus

Offsets based on your PensionPlus (Cash Balance) and Savings Plan balances using the cutoff date at the time your pension benefit was frozen.

1. "Final average monthly salary" was your average monthly base pay for the highest 20 consecutive quarters (5 years) during the last 40 quarters (10 years). The total base pay for this five-year period was accumulated by calendar quarters.

The weekly base pay was multiplied by 13 to arrive at the pay for a quarter. The base pay in effect for the last pay period of each quarter was used for the entire quarter. Final average base pay excluded any overtime, commissions, bonuses, and other special pay received. Federal law limits the amount of pay that can be considered.

2. "Primary insurance amount" means the amount of Social Security benefits you could receive each month at age 65. It's based on the Social Security laws and the amount of the potential benefit as of the date you either left NCR or the date your pension benefit was frozen. Benefits payable to other family members based on your earnings were not used.

If you were eligible and the 1985 Minimum Benefit was higher than your Basic benefit, the Minimum Benefit will be reduced, if necessary, using the table for employees who are age

55 or older when leaving NCR in the chart "Determining Your Early Retirement Reduction" earlier in this Handbook.

For purposes of calculating the 1985 Minimum Benefit, your final average monthly salary, PensionPlus (Cash Balance) account balance and Savings Plan account balance were determined as of a cut-off date either prior to the date of termination (if termination occurred before your Pension was frozen), or at the plan freeze date, as follows:

For Termination in These Months	Account Balance Will Be Used As of the Prior
May, June, July	March 31
August, September, October	June 30
November, December, January	September 30
February, March, April	December 31

For participants who had their accrued benefit frozen on August 31, 2004, the Basic benefit considered pay through June 30, 2004. For participants who had their accrued benefit frozen on December 31, 2006, the Basic benefit considered pay through September 30, 2006.

Using a cut-off date for the account balances generally resulted in a higher 1985 Minimum Benefit for you. Years of service were determined as of the termination date, if termination occurred before your pension was frozen, or at the pension freeze date.

Your 1985 Minimum Benefit ended either when you terminated employment with NCR (if termination occurred before your pension was frozen), or at the pension freeze date. If you terminated employment and were later rehired, you did not accrue additional 1985 Minimum Benefit amounts after your rehire date.

If you are eligible for the 1985 Minimum Benefit and took an age 59½ withdrawal while active, your most recent 401(k) balance prior to the withdrawal plus interest will be used as an offset.

1993 Frozen Minimum Benefit

The 1993 Frozen Minimum Benefit applied before the Pension Plan was frozen, if you were an active, full-time employee of NCR, were at least age 50 and had a minimum of 10 years of benefit service (as defined under the Pension Plan as in effect at that time) on **December 31, 1993.**

The 1993 Frozen Minimum Benefit was calculated as if you retired on January 1, 1994, and, only for purposes of applying the actuarial reduction for early retirement to the pension benefit, were five years older. At the time of your actual retirement, the frozen accrued pension benefit you receive will be the greater of the 1993 Frozen Minimum Benefit, any other minimum benefit for which you are eligible, or the Basic benefit, based on your benefit calculated at the time your pension was frozen.

1994 Frozen Minimum Benefit

This minimum benefit applied if you were a Pension Plan participant and actively employed by NCR on **December 31, 1994**.

The 1994 Frozen Minimum Benefit was the pension benefit you accrued as of December 31, 1994, calculated under the terms of the Pension Plan as in effect on December 31, 1994. At the time of your actual retirement, the pension benefit you receive will be the greatest of the 1994 Frozen Minimum Benefit, any other minimum benefit to which you are entitled, or your Basic benefit, based on your benefit calculated at the time your pension was frozen.

Dollar Multipliers

Under the dollar multiplier formula, your pension benefit is determined by multiplying your years of service at the time your pension was frozen by your benefit level. See the chart below for the benefit level for your location.

The Retirement Plan for Non-Exempt Employees of the Brea, California, Consumables (formerly Systemedia) Plant Hired Before June 1, 2002		
Benefit Class	Office & Technical	Production & Maintenance
A	\$ 9.25	\$10.75
B	\$10.50	\$12.25
C	\$11.25	\$12.75
D	\$12.25	\$13.75
E	\$14.75	\$14.75

The Retirement Plan for Non-Exempt Employees of the Arlington, Texas, Consumables Plant Hired Before June 1, 2002		
Benefit Class	Office & Technical	Production & Maintenance
A	\$ 9.25	\$15.00
B	\$ 9.75	\$15.50
C	\$12.50	\$17.00

The Retirement Plan for Non-Exempt Employees of the Mount Joy, Pennsylvania, Consumables Plant Hired Before June 1, 2002		
Benefit Class	Office & Technical	Production & Maintenance
A	\$10.50	\$11.50
B	\$12.25	\$14.50
C	\$14.00	\$15.00

The Retirement Plan for Non-Exempt Employees of the Viroqua, Wisconsin, Consumables Plant Hired Before June 1, 2002		
Benefit Class	Office & Technical	Production & Maintenance
A	\$ 8.00	\$ 8.75
B	\$ 9.50	\$11.50
C	\$12.00	\$12.50

The Retirement Plan for Non-Exempt Employees of the Morristown, Tennessee, Consumables Plant Hired Before June 1, 2002		
Benefit Class	Office & Technical	Production & Maintenance
A	\$11.00	\$11.00
B	\$11.75	\$11.75
C	\$13.00	\$13.00

The Retirement Plan for Non-Exempt Employees of the Humbolt, Tennessee, Consumables Plant Hired Before June 1, 2002

Benefit Class	Office & Technical	Production & Maintenance
A	\$10.00	\$10.00
B	\$10.50	\$10.50
C	\$11.50	\$11.50

The Retirement Plan for Non-Exempt Employees of the Tempe, Arizona, Consumables Plant Transferred From Arlington, TX or Brea, CA

Benefit Level: \$17.00

The Retirement Plan for the Independent Union of NCR Guards

Benefit Level: \$16.20

Social Security: A Reminder

Social Security provides income for you and your eligible dependents when you retire or become totally disabled. You and NCR have been paying taxes throughout your working career so that you can receive Social Security benefits.

Under today's laws, you are eligible for Social Security benefits as long as you work at least 10 years during your lifetime. The amount you receive depends on the year you were born and when you start receiving payments. Reduced benefits can begin at ages 62 to 66 and full benefits at ages 65 to 67. Under current law, full Social Security benefits are payable based on your birth date, as shown in the following table:

Year of Birth	Age to Receive Full Benefits	Year of Birth	Age to Receive Full Benefits
Before 1938	Age 65	1955–1959	Between age 66 and 67
1938–1942	Between age 65 and age 66	1960 or later	Age 67
1943–1954	Age 66		

To ensure that your records are kept accurate and up-to-date, you should request a benefit estimate from Social Security early in your career—and then periodically request new estimates to track your progress. Errors that are identified early are easier to correct. For more information on estimates, call the Social Security Administration at 1-800-772-1213.

To receive your Social Security benefits, you'll need to apply to the Social Security Administration. Start the process early by filing an application at least three months before you want benefits to begin.

PLAN DISCLOSURE INFORMATION

Employer Identification Number

NCR is the sponsor for the Pension Plan. The Pension Plan is identified with the federal government using the employer identification number assigned by the Internal Revenue Service. NCR's employer identification number is 31-0387920.

Plan Administrator

The Plan Administrator has the discretionary authority to interpret the provisions of the Pension Plan and to control and manage the operation and administration of the Pension Plan. The Pension Plan is self-administered by the Plan Administrator, with the assistance of third party contracted administrators and a third party contracted trustee.

The Plan Administrator for the Pension Plan is:

NCR Corporation
World Headquarters
3097 Satellite Boulevard
Building #700
Duluth, GA 30096-5810
Attention: Compensation and Benefits

The agent for service of legal process is:

General Counsel — Law Department
NCR Corporation
3097 Satellite Boulevard
Building #700
Duluth, GA 30096-5810

Legal process may also be served on the Plan Administrator or the trustee.

In some cases, NCR, as the Plan Administrator, has delegated its authority under the Pension Plan in accordance with the Pension Plan document.

NCR and its delegates have the maximum discretionary authority to determine eligibility for benefits under the Pension Plan, to construe the terms of the Pension Plan and to otherwise carry out their Pension Plan responsibilities.

Benefits under the Pension Plan will be paid only if the Plan Administrator or its delegate determines, in its discretion, that the applicant is entitled to them.

CLAIM DENIALS AND APPEALS

Filing Your Claims

To receive Pension Plan benefits, you are required to complete appropriate forms. Forms can be obtained by contacting the NCR Benefits Service Center at 1-800-245-9035 (TDD: 1-888-343-0860). If you have questions about your claim for benefits, please contact the NCR Benefits Service Center.

If Your Claim Is Denied

If your claim for benefits is denied, you will be notified in writing by the Plan Administrator or its delegate within 90 days of your application. This denial will include all of the following:

- The specific reasons for the denial, including reference to the Pension Plan provision on which the denial is based.
- Information on materials that will make the claim complete and an explanation of why these materials are needed.
- An explanation of the claims review procedure.

If the Plan Administrator needs more than 90 days to review a claim because of special circumstances, you will be informed in writing of the delay—which may not exceed an additional 90 days.

If you are not satisfied with the denial of your claim for benefits, you may file an appeal within 60 days of the date of the denial.

Send written appeals to:

Pension & Benefit Committee
NCR Corporation
World Headquarters
3097 Satellite Boulevard
Building #700
Duluth, GA 30096-5810

Any such request must be accompanied by documents or records in support of your appeal. Upon request, you may examine the Pension Plan documents relating to your claim.

The Committee will respond within 60 days after receipt of the appeal, or 120 days under special circumstances. The Committee's decision will be in writing and will state the reasons for the decision and refer to the specific Pension Plan provisions on which the decision is based. The Committee's decisions are final. See the section called "Your Rights Under ERISA" for more information.

YOUR RIGHTS UNDER ERISA

As a participant in the Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Pension Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites, all documents governing the Pension Plan including collective bargaining agreements and a copy of the latest annual reports (Form 5500 Series) filed by the Pension Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Pension Plan including collective bargaining agreements and copies of the latest annual reports (Form 5500 Series) and an updated Handbook. The Plan Administrator may make a reasonable charge for the copies.

Receive a notice of the Pension Plan's funding status. The Plan Administrator is required by law to furnish each participant with a copy of this annual funding notice no later than 120 days after the close of each plan year.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and, if so, what your pension would be at normal retirement age if you stop working under the Pension Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Pension Plan must provide the statement free of charge.

In addition to creating rights for Pension Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate the Pension Plan, called "fiduciaries", have a duty to do so prudently and in the interest of you and other Pension Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension or exercising your rights under ERISA. If your claim for a pension is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Pension Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Pension Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Pension Plan fiduciaries misuse the Pension Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. However, no legal action may be commenced or maintained against the Pension Plan prior to your exhaustion of the Pension Plan's claims procedures described in this Handbook.

If you have any questions about the Pension Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under

ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U. S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U. S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration’s publications hotline at 1-866-444-3272.

OTHER INFORMATION

Plan Termination

If the Pension Plan is terminated, the assets of the Pension Plan shall be distributed in accordance with the terms of the Pension Plan document.

Not a Contract of Employment

The Pension Plan is neither a contract of employment nor consideration for employment. This Handbook is not a contract for, nor a guarantee of, present or continued employment.

Additional Administrative Facts

Plan Number	Type of Plan	
001	NCR Pension Plan	Defined benefit pension plan

The Pension Plan is funded entirely by company contributions.

Plan Year

January 1 to December 31

Plan Trustee

All contributions to the NCR Pension Plan are held in trust by the following trustee:

The Northern Trust Company
 50 South LaSalle Street
 Chicago, IL 60675

Participating Employers

Employers whose employees are covered by the Pension Plan:

NCR Corporation
 NCR International, Inc.
 NCR Government Systems Corporation

Employee Stock Purchase Plan Handbook

Effective April 1, 2013

www.netbenefits.com

INTRODUCTION

The Employee Stock Purchase Plan gives you the opportunity to purchase shares of NCR Common Stock monthly at a 5% discount through after-tax payroll deductions.

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ELIGIBILITY

All full-time employees who have reached the age of majority in the state where they reside are eligible to participate. Under the plan, employees are considered to be full-time if their customary employment is more than 20 hours per week and is for more than 5 months per calendar year, except as otherwise required by local laws, rules or regulations.

ENROLLMENT / CHANGE IN DEDUCTION PERCENTAGE / WITHDRAWAL

NCR has two annual open enrollment periods during which time you can enroll in the Employee Stock Purchase Plan (ESPP) and change your deduction percentage. Fidelity will activate the enrollment window twice a year, allowing you to conduct these activities. The annual enrollment/change periods are:

- January 2 to February 15 (deductions will begin the first pay cycle in March)
- July 1 to August 15 (deductions will begin the first pay cycle in September)

To enroll or change your deduction percentage during the open enrollment period, access your Fidelity account through Fidelity NetBenefits at www.netbenefits.com.

You may withdraw from the plan at any time. The withdrawal will be processed as soon as administratively possible. Any amount credited to your account at the time your withdrawal is processed will go toward the next monthly stock purchase. To withdraw from the plan, complete the withdrawal process online through your Fidelity NetBenefits account.

PLAN OVERVIEW

The ESPP can help you develop or add to your financial portfolio. Here's a brief overview of how the plan helps make your money work for you.

- The shares you purchase each month are discounted 5% off the market price of NCR Common Stock.
- You can invest a whole percentage of your gross compensation between 1% and 10%.
- The per-share price of the stock you purchase will be 95% of the average of the reported highest and lowest sale price of NCR Common Stock on the New York Stock Exchange on the last trading day of every month.
- You pay no brokerage fees for purchasing the stock.
- NCR's plan provider, Fidelity, will hold your shares on account for you. To obtain account information, sell or transfer your shares, call Fidelity at 1-800-544-9354 (United States) or 1-800-544-0275 (international) or access your account online at www.netbenefits.com.
- Your monthly payroll deductions will be used to purchase whole and fractional shares within your Fidelity account. However, when residual amounts occur they will be refunded to you through payroll as soon as administratively possible.
- Fidelity will send you monthly account statements for months where activity has occurred. If no activity occurs, you will receive a quarterly statement.

For more information, please review the prospectus, available on Fidelity NetBenefits.

Quarterly Information about Your Account

Once each quarter, you will receive a statement reflecting the value of your ESPP account as of the end of the calendar quarter.

You can also access your account online at www.netbenefits.com or call Fidelity at 1-800-544-9354 (United States) or 1-800-544-0275 (international) any time for current account balance information.

IF YOU LEAVE NCR

Any amount credited to your ESPP account as of your last day of employment will go toward buying NCR Common Stock on the next monthly stock purchase date. Call Fidelity at 1-800-544-9354 (United States) or 1-800-544-0275 (international) for more information.

In Case of Your Death

Fidelity will transfer your ESPP shares and any other holding within your personal account to the executor or administrator of your estate upon request. Call Fidelity Survivor Services at 1-877-208-0800 for more information.

The information contained herein has been provided by NCR and is solely the responsibility of NCR.

SUMMARY OF MATERIAL MODIFICATIONS

FOR THE

NCR PENSION PLAN

Employer ID Number: 31-0387920; Plan Number: 001

This document is a Summary of Material Modifications (“Summary”) intended to notify you of important changes made to the NCR Pension Plan (the “Pension Plan”) and the NCR Pension Plan Handbook (the “Handbook”) effective January 1, 2014, July 1, 2014 and October 24, 2014. You should keep a copy of this Summary with your Handbook. If you have any questions about the changes or need a copy of the Handbook, please contact the NCR Benefits Service Center at 1-800-245-9035.

Effective July 1, 2014, the **PAYMENT OPTIONS** row of the **A QUICK LOOK AT THE PENSION PLAN** chart in the Handbook is amended as follows:

PensionPlus (Cash Balance) benefit:

- Monthly lifetime annuity benefits, or
- A lump sum payment (in certain circumstances, you may not be permitted to receive your full PensionPlus (Cash Balance) benefit in a lump sum payment).

Basic benefit:

- Monthly lifetime annuity benefits, or
- A lump sum payment as long as the election is made within 6 months of your termination date, the elected benefit commencement date is within 8 months of your termination date, and your termination date occurs on or after July 1, 2014 (in certain circumstances, you may not be permitted to receive your full Basic benefit in a lump sum payment).

If present value of your Pension Plan benefit (Basic benefit and PensionPlus (cash balance) benefit) is \$5,000 or less, you may:

- Receive the present value of your Pension Plan benefit in a lump sum cash payment subject to taxes and, if applicable, a 10% early withdrawal penalty per IRS requirements.
- Roll over the present value of your Pension Plan benefit to the NCR Savings Plan (provided you have an account in the Savings Plan), an IRA or another employer’s qualified plan, if permitted by that plan.
- If the present value of your Pension Plan benefit is greater than \$1,000 and less than or equal to \$5,000 and if you take no action, the present value of your Pension Plan benefit will be automatically rolled over to an IRA (except in certain limited circumstances).
- If the present value of your Pension Plan benefit is less than or equal to \$1,000 and if you take no action, the present value of your Pension Plan benefit will be automatically

distributed to you in cash subject to taxes and, if applicable, a 10% early withdrawal penalty per IRS requirements.

Effective July 1, 2014, the **When Your Basic Benefit Begins** Sub-Section of the **BASIC BENEFIT (FOR EMPLOYEES HIRED BEFORE JUNE 1, 2002)** Section of the Handbook is amended as follows:

When Your Basic Benefit Begins

Election Within 6 Months of Termination Date

For your Basic benefit, if you are vested, you may elect to receive a lump sum payment or start an annuity form of payment at any age once you are no longer employed by NCR, as long as the election is made within 6 months of your termination date, the elected benefit commencement date is within 8 months of your termination date, and your termination date occurs on or after July 1, 2014 (subject to spousal consent, where applicable). If you commence your Basic benefit, you must also commence your PensionPlus (cash balance) benefit.

Election Other Than Within 6 Months of Termination Date

If you are vested and you do not elect to receive a lump sum payment or start an annuity form of payment within 6 months of your termination date, you may begin your Basic benefit at any time after you reach age 55 and are no longer employed by NCR. Payment of your Basic benefit will not occur automatically once you are eligible. ***It is your responsibility to initiate payment*** by contacting the NCR Benefits Service Center 45 to 180 days prior to the date on which you want to start receiving your pension. The Pension Plan and federal regulations require that you receive certain information before your payments begin. Therefore, pension payments are not made retroactively or prior to the date you contact the NCR Benefits Service Center.

Your pension payments will automatically commence no later than April 1 following the year in which you reach age 70 1/2 if you are no longer working for NCR. If you are actively working when you reach age 70 1/2, your pension payments will commence when you terminate employment with NCR.

If, after a diligent search, NCR is unable to locate you after you reach age 70 1/2, your entire Pension Plan benefit will be forfeited. If you later present yourself to the Pension Plan, your entire Pension Plan benefit will be reinstated and distributed to you in accordance with the terms of the Pension Plan.

Effective July 1, 2014, the **Forms of Payment** Sub-Section of the **BASIC BENEFIT (FOR EMPLOYEES HIRED BEFORE JUNE 1, 2002)** Section of the Handbook is amended as follows:

Forms of Payment

Unless you make a timely and valid election to receive an Optional Form of Payment, your Basic benefit is paid as a monthly annuity (lifetime benefit) as follows:

- *If you are single.* The default payment option for a single participant is a single life annuity.
- *If you are married.* The default payment option for a married participant is a 50% joint and survivor annuity.

Optional Forms of Payment

- **Optional Annuity Forms of Payment**

The chart below shows the different types of annuity payment options available under the Pension Plan:

Payment Options	How Benefits are Paid	How Long Benefits Are Paid
<i>Single Life Annuity</i>	Monthly payment for your life only	Payments stop at your death
<i>50% Joint and Survivor Annuity</i>	Reduced monthly payment to you for your life*	After your death, 50% of your monthly amount is continued each month to your spouse or domestic partner; Payments stop at your spouse's or domestic partner's death
<i>75% Joint and Survivor Annuity</i>	Reduced monthly payment to you for your life*	After your death, 75% of your monthly amount is continued each month to your spouse or domestic partner; Payments stop at your spouse's or domestic partner's death
<i>100% Joint and Survivor Annuity</i>	Reduced monthly payment to you for your life*	After your death, 100% of your monthly amount is continued each month to your spouse or domestic partner; Payments stop at your spouse's or domestic partner's death

**For an explanation of this reduction, see the Section "Calculating the Joint and Survivor Annuity Reductions."*

- **Optional Lump Sum Form of Payment**

If your NCR employment terminates on or after July 1, 2014, you may elect to receive a lump sum payment as long as the election is made within 6 months of your termination date and the elected benefit commencement date is within 8 months of your termination date (subject to spousal consent, where applicable).

Payment Election and Spousal Consent

You must make your election no earlier than 180 days before your benefits begin (and for a lump sum payment, within 6 months of your termination date). If you are married and you want to elect a payment method other than a joint and survivor annuity, the law requires that your spouse acknowledge that upon your death, he or she will not receive a survivor benefit from the Pension Plan. Your spouse's consent to your election must be signed in the presence of a notary public.

If you elect a single life annuity or a lump sum and die before your benefit payments start, your election will be void. If you are married at the time of your death, your spouse will receive a pre-retirement surviving spouse benefit, as described in the Section "Your Basic Benefit If You Die Before Retirement."

Once a joint and survivor annuity has begun, the joint annuitant is entitled to the survivor portion regardless of a subsequent divorce, legal separation or dissolution of domestic partnership. If the joint annuitant dies before you, a new joint annuitant may not be added.

Small Benefit Cash-Out

If present value of your Pension Plan benefit (Basic benefit and PensionPlus (cash balance) benefit) is \$5,000 or less, you may:

- Receive the present value of your Pension Plan benefit in a lump sum cash payment subject to taxes and, if applicable, a 10% early withdrawal penalty per IRS requirements.
- Roll over the present value of your Pension Plan benefit to the NCR Savings Plan (provided you have an account in the Savings Plan), an IRA or another employer's qualified plan, if permitted by that plan.
- If the present value of your Pension Plan benefit is greater than \$1,000 and less than or equal to \$5,000 and if you take no action, the present value of your Pension Plan benefit will be automatically rolled over to an IRA.
- If the present value of your Pension Plan benefit is less than or equal to \$1,000 and if you take no action, the present value of your Pension Plan benefit will be automatically distributed to you in cash subject to taxes and, if applicable, a 10% early withdrawal penalty per IRS requirements.

If the present value of your Pension Plan benefit is less than or equal to \$1,000 and, after a diligent search, NCR is unable to locate you, your entire Pension Plan benefit will be forfeited. If you later present yourself to the Pension Plan, your entire Pension Plan benefit will be reinstated and distributed to you in accordance with the terms of the Pension Plan.

Effective July 1, 2014, the **Lump Sum Payment for PensionPlus (Cash Balance) Benefit Only** Sub-Section of the **ADDITIONAL PENSION PLAN INFORMATION** Section of the Handbook is amended as follows:

Lump Sum Payment

If you are under age 59 1/2 at the time you receive a lump sum distribution from the Pension Plan, you may have to pay a 10% excise tax on the taxable portion. This extra 10% tax does not apply if you:

- Roll over the distribution into the NCR Savings Plan (provided you have an account in the NCR Savings Plan), another employer's tax-qualified plan (if permitted by that plan), or an IRA.
- Terminate employment during the year in which you reach age 55 or later.
- Are totally disabled.
- Receive a distribution for medical expenses that exceed 7.5% of your adjusted gross income.

If you choose a lump sum payment of your Pension Plan benefit, the Plan Administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes. You can avoid this 20% withholding if you choose a direct rollover: that is, having your benefit paid directly to the NCR Savings Plan (provided you have an account in the NCR Savings Plan), your IRA, or another employer's tax-qualified plan (if permitted by that plan).

If you choose to have the lump sum benefit paid directly to you, you can still decide within 60 days after you receive payment to roll over all or part of it to the NCR Savings Plan (provided you have an account in the NCR Savings Plan), an IRA, or another employer's tax-qualified plan (if permitted by that plan). You can roll over up to 100% of the distribution, including an amount equal to the 20% that was withheld for taxes. If you choose to roll over 100%, you must replace the 20% that was withheld within the 60-day period. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld.

Everyone has a unique tax situation dependent on many factors. You should consult with your tax advisor and/or your financial advisor for more information.

Effective October 24, 2014, the **Plan Administrator** Sub-Section of the **PLAN DISCLOSURE INFORMATION** Section of the Handbook is amended as follows:

Plan Administration

The ERISA Plan fiduciary responsible for the Pension Plan's administration is the NCR Corporation Plan Administration Committee. The NCR Corporation Plan Administration Committee has the discretionary authority to interpret the provisions of the Pension Plan and to control and manage the administration of the Pension Plan.

The Plan Administrator for the Pension Plan is:

Director of Benefits, U.S. and Canada
NCR Corporation
World Headquarters
3097 Satellite Boulevard
Building #700
Duluth, GA 30096-5810

The Pension Plan is self-administered by the Plan Administrator, with the assistance of third party contracted administrators and a third party contracted trustee.

The ERISA Plan fiduciary responsible for investment of the Pension Plan's assets is the NCR Corporation Plan Investment Committee.

The agent for service of legal process is:

NCR Corporation
c/o CSC-Lawyers Incorporating Service Company
7 St. Paul Street
Suite 820
Baltimore, MD 21202

Legal process may also be served on the Plan Administrator or the Trustee.

In some cases, the Plan Administration Committee, the Plan Administrator and/or the Plan Investment Committee have delegated their authority under the Pension Plan as permitted by the Pension Plan document.

The Plan Administration Committee, the Plan Administrator, the Plan Investment Committee and their delegates have the maximum discretionary authority to carry out their Pension Plan responsibilities.

The Plan Administration Committee or its delegate has maximum discretionary authority to determine eligibility for benefits under the Pension Plan and to construe the terms of the Pension Plan. Benefits under the Pension Plan will be paid only if the Plan Administration Committee or its delegate determines, in its discretion, that the applicant is entitled to them.

Effective January 1, 2014, the **CLAIMS DENIALS AND APPEALS** Section of the Handbook is amended as follows:

Filing Your claims

To receive Pension Plan benefits, you are required to contact the NCR Benefits Service Center at 1-800-245-9035 (TDD: 1-888-343-0860) and return the forms provided to you from the NCR Benefits Service Center timely and in good order. If you have questions about your claim for benefits, please contact the NCR Benefits Service Center.

If Your Claim is Denied

If your claim for benefits is denied, you will be notified in writing by the Plan Administrator or its delegate within 90 days of your application. This denial will include all of the following:

- The specific reasons for the denial, including specific references to the Pension Plan provisions on which the denial is based.
- Specific references to additional material or information that will make the claim complete and an explanation of why these materials are needed.
- An explanation of the Pension Plan's claims review procedure.

If the Plan Administrator needs more than 90 days to review a claim because of special circumstances, you will be informed in writing of the delay and the reason for the delay within the initial 90 day period. The delay will not exceed 180 days after the claim is filed.

If you are not satisfied with the denial of your claim for benefits, you may request reconsideration of your claim denial by filing an appeal with the NCR Corporation Appeals Committee within 60 days of the date of the denial. If your appeal is not made within such 60 day period, you will forfeit your right to review.

Send written appeals to:

NCR Corporation Appeals Committee
c/o NCR Pension Plan Administrator
World Headquarters
3097 Satellite Boulevard
Building #700
Duluth, GA 30096-5810

Any such request must be accompanied by documents or records in support of your appeal. Upon request, you may examine the Pension Plan documents relating to your claim.

The Appeals Committee will respond within 60 days after receipt of the appeal, or 120 days under special circumstances. The Appeals Committee's decision will be in writing and will state the reasons for the decision and refer to the specific Pension Plan provisions on which the decision is based. The Appeals Committee's decisions are final.

You may bring an action for the alleged wrongful denial of Pension Plan benefits, or for the alleged intentional interference with any ERISA-protected rights that you are or may become entitled to, within one year after the cause of action accrued (the "Limitations Period"), provided that (1) failure to bring such an action within the Limitations Period will preclude you from bringing such an action and (2) failure to request reconsideration of a claim denial will preclude you from bringing any further proceeding regarding your claim to the extent permitted by law.

For this purpose, a cause of action "accrues" from the time you first knew or should have known of the alleged wrongful denial or interference, or as otherwise determined by a court of law. Such an action may only be brought in Federal District Court in the Northern District of Georgia.

See the Section called "Your Rights Under ERISA" for more information.

Your benefit is subject to the terms of the Pension Plan as may be amended at any time. If there is a conflict between this Summary and the Pension Plan or the Pension Plan has provisions or restrictions not set forth in this Summary, the terms of the Pension Plan control. NCR reserves the right, in its sole and absolute discretion, to amend or terminate the Pension Plan at any time, for any reason, without the consent of any other person.



NCR Benefits Center
P.O. Box 770003
Cincinnati, OH 45277

December 28, 2016

Arthur Stanton
2713 Addison Lane
Alpharetta, GA 30005

Re: W421846-12DEC16

Dear Arthur Stanton:

Thank you for your recent inquiry to NCR Benefits Center regarding a potential pension benefit from the Plan.

The Plan sponsor has confirmed that the Social Security Administration records reflect you had break in service from January 1970 through October 1971. The company may have counted your previous service (thus 10 year service plan was issued) for vacation purposes, but the Pension Plan rules are different and there were no break in service rules at the time of your termination. Therefore, you are not vested and not eligible for any benefit from the Plan.

Please find enclosed with this letter, a copy of your Social Security earnings that you requested to be mailed directly to us. These earnings were requested to confirm employment dates and if a pension benefit was due.

If you have questions about the enclosed information, please call the NCR Benefits Center at 1-800-245-9035, any business day (excluding New York Stock Exchange holidays), 8:30 A.M. and 8:00 P.M. Eastern time to speak to a service representative.

NCR Benefits Center



March 9, 2017

Via Certified Mail

Edward Gallagher
SVP, General Counsel & Secretary
NCR Corp World Headquarters
3097 Satellite Blvd., Bldg 700
Duluth, GA 30096

Re: Arthur Stanton – Employee # 65994 – Pension Claims

Dear Mr. Gallagher:

This firm represents Arthur Stanton in all pension-related claims against NCR. I wrote to the Compensation and Benefits Department about 30 days ago and have received no response. Thus, I am escalating our inquiry to your attention.

Mr. Stanton worked at NCR from 1961-1970 and again from 1971-1980. When he was rehired in 1971, a letter was apparently sent from the Cleveland NCR branch (where Mr. Stanton was rehired) to the headquarters in Dayton, Ohio stating that Mr. Stanton would have the same employee number and all benefits would be reinstated, including full participation in the pension plan as if he had not left the company. The letter went on to state that Mr. Stanton's absence from the company would be considered a leave of absence and not a termination. Mr. Stanton's records at NCR should show 16 years of service, enough to qualify for benefits under the pension plan in effect during his employment with the company.

Mr. Stanton reached out to NCR Benefits Center in 2016 to inquire about his pension benefits after he retired. By letter on December 28, 2016, NCR Benefits Center claimed that there were no "break in service" rules in effect at the time Mr. Stanton left the company in 1971 and thus, he failed to meet the 10 year service requirement for the pension. No documentation or further explanation was provided with this letter.

Please consider this letter a formal request for benefits under the Plan. Please also send to the below address copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 series), and copies of all plan documents.

If you are not the correct person at NCR to respond to this request, please forward this letter to the correct department or person so that I may receive a response to Mr. Stanton's reasonable inquiry. I hope we can avoid litigation by resolving Mr. Stanton's claims amicably.



Please feel free to contact me directly with any questions or concerns.

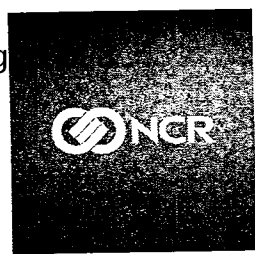
Sincerely,

A handwritten signature in black ink, appearing to be "PJ Sharman".

Paul J. Sharman, Esq.

paul@sharman-law.com

cc: Arthur Stanton



March 27, 2017

**Via Certified Mail/
Return Receipt Requested**

Paul J. Sharman, Esq.
11175 Cicero Drive, Suite 100
Alpharetta, Georgia 30022

Dear Mr. Sharman:

The Pension and Benefits Committee (the "Committee") reviewed your letter dated February 7, 2017 relating to Mr. Arthur Stanton's claim for benefits under the NCR Pension Plan (the "Plan"). Specifically, you requested that a benefit be paid to Mr. Stanton from the Plan based on Mr. Stanton's 16 years of service with NCR. In addition to your letter, the Committee reviewed Mr. Stanton's letter to the NCR Benefits Center dated June 27, 2016, NCR's records, the records of the Plan, the Itemized Statement of Earnings relating to Mr. Stanton which was provided to the NCR Benefits Center by the Social Security Administration and your letter to Edward Gallagher dated March 9, 2017.

The Committee has denied Mr. Stanton's claim for benefits under the Plan.

Part II, 2 of the 1976 Plan restatement in effect when Mr. Stanton terminated employment with NCR in 1980 provides that a participant is vested upon the earlier of (i) completion of 10 years of service or (ii) attainment of age 65.

Years of service for this purpose are, (i) for periods on and after January 1, 1976, plan years during which a participant completes 1,000 or more hours of service, and (ii) for periods prior to January 1, 1976, periods of credited service credited under the Plan as in effect before that date.

Additionally, the following periods are excluded from the determination of years of service, (i) any period prior to January 1, 1976 which was disregarded as credited service under the provisions of the Plan which were in effect prior to such date, (ii) after December 31, 1975, years of service prior to a break in service if either (a) the employee fails to complete a year of service following the break in service, or (2) the employee was not entitled to any vested benefit prior to the break in service and the number of consecutive plan years during which the employee has a break in service equals or exceeds such prior years of service, (iii) any period after attaining age 65 where applicable state or federal law prohibits mandatory retirement at age 65.

The 1969, 1972 and 1974 Plan restatements all define service based on full-time continuous employment and therefore, under the 1969, 1972 and 1974 Plan restatement, any service prior to a break in service is disregarded.

Based on information provided by Mr. Stanton, we understand that Mr. Stanton was employed by NCR from October 10, 1961 (assuming that service as a student salesperson is considered full-time continuous employment) until January 1, 1970. As this was less than 10 years of full-time continuous employment, Mr. Stanton was not vested at the time of his termination of employment in 1970. Additionally, because service is based on full-time continuous service under the 1969 Plan restatement in effect at the time of Mr. Stanton's termination of employment and in the 1972 Plan restatement in effect at the time of Mr. Stanton's rehire, this service was not recognized upon Mr. Stanton's rehire in 1972.

Additionally, based on information provided by Mr. Stanton, we understand that Mr. Stanton was rehired on December 31, 1972 and again terminated on February 15, 1980. Under the 1976 Plan restatement, service is determined based on 1,000 hours of service in a plan year for service on or after January 1, 1976 and years of continuous employment prior to January 1, 1976 based on the terms of the prior Plan document, subject to break in service rules. Assuming that Mr. Stanton completed 1,000 hours of service in the 1976 through 1979 plan years and did not complete 1,000 hours of service in the 1980 plan year, Mr. Stanton was credited with 7 years of service upon his termination of employment in 1980. No service prior to the break in service is taken into account because it was not taken into account under the prior 1969 and 1972 Plan restatements. As 7 years of service is less than 10 years of service, Mr. Stanton was not vested in a benefit under the Plan upon his termination of employment in 1980.

Your letter indicates that "a letter was apparently sent from the Cleveland NCR branch (where Mr. Stanton was rehired) to the headquarters in Dayton, Ohio stating that Mr. Stanton would have the same employee number and all benefits would be reinstated, including full participation in the pension plan as if he had not left the company. The letter went on to state that Mr. Stanton's absence from the company would be considered a leave of absence and not a termination." We have no record of such a letter. If Mr. Stanton has a copy of this letter, please provide it to us and we will consider it along with any request for review of this denial of Mr. Stanton's claim for benefits under the Plan.

Additionally, your letter to Mr. Gallagher dated March 9, 2017 makes a request for documentation. As a result, copies of the following documents are enclosed:

- NCR Pension Plan (January 1, 2016 Restatement)
- First Amendment to the NCR Pension (January 1, 2016 Restatement)
- The Retirement Plan for Management Employees of the National Cash Register Company (As Amended and in Effect January 1, 1969)
- The Retirement Plan for Salaried Employees of the National Cash Register Company (As Amended and in Effect January 1, 1972)
- The Retirement Plan for Salaried Employees of the National Cash Register Company (Effective January 1, 1974)
- The Retirement Plan for Salaried Employees of NCR Corporation (As Amended and in Effect January 1, 1976)
- Amendments to The Retirement Plan for Salaried Employees of NCR Corporation (As Amended and in Effect January 1, 1976)

- NCR Savings and Retirement Plans Handbook
- Summary of Material Modifications for the NCR Pension Plan
- 2015 Form 5500 for the NCR Pension Plan

If Mr. Stanton would like to appeal this decision, Mr. Stanton may do so within 60 days of the date that you receive this letter by filing a written appeal with the Committee at the address set forth above. During the appeal process, Mr. Stanton may make written requests to the Committee to provide, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his claim for benefits under the Plan.

The Committee shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of Mr. Stanton's request for review, unless special circumstances require an extension of time, in which case the Committee shall render a decision not later than 120 days after the Committee's receipt of Mr. Stanton's request for review.

If Mr. Stanton fails to request a review as described above, it shall be conclusively determined for all purposes of the Plan that the benefit determination made by the Committee is correct.

If Mr. Stanton appeals the benefit determination and Mr. Stanton's claim is denied upon appeal, Mr. Stanton will have exhausted his appeal rights under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Mr. Stanton will have the right to bring a civil action under Section 502(a) of ERISA within one year of the date of his original claim for benefits under the Plan.

Sincerely,

Pension and Benefits Committee



April 4, 2017

Via Certified Mail

Pension & Benefits Committee
NCR Corp World Headquarters
3097 Satellite Blvd., Bldg 700
Duluth, GA 30096

Re: Arthur Stanton – Employee # 65994 – Pension Appeal

Dear Pension & Benefits Committee:

Please accept this letter as my client's appeal of the adverse claim determination noted in your March 27, 2017 letter. In making this appeal, my client expressly reserves his right to challenge any requirement that he exhaust this appeal process in light of the Committee's violation of 29 USC § 1133 and the Plan's alleged one-year limitation provision noted in your March 27, 2017 letter. Please forward the Summary Plan Descriptions in effect in 1972, 1980 and today. Please also forward the June 27, 2016 letter from Mr. Stanton to the NCR Benefits Center referenced in your letter.

Your letter fundamentally misstates the relevant provisions of the Plan and your denial of benefits in this case amounts to an improper retroactive application of a "break in service" rule. Under ERISA § 202(b)(4)'s "rule of parity," applicable to my client's pre-ERISA years of service, the Committee does not have to account for years of service before a break in service in computing the period of service when, unlike here, the number of consecutive 1-year breaks in service equals or exceeds the aggregate number of such years of service before such break. ERISA trumps the break-in-service provisions in the Plan with respect to benefit accrual, either before or after ERISA's effective date of January 1, 1976, to the extent that they are inconsistent with these provisions or the exceptions thereunder.

The Committee is required to credit my client with all service regardless of any after-the-fact break-in-service provisions designed to eliminate such service from consideration. To the extent it refuses to do so, my client will pursue all legal and equitable remedies under ERISA, both individually and also on behalf of similarly situated Plan participants, in Federal District Court. Attorney's fees also will be sought. Please feel free to contact me directly with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to be "PJ Sharman".

Paul J. Sharman, Esq.
paul@sharman-law.com

cc: Arthur Stanton



April 4, 2017

Via Certified Mail

Pension & Benefits Committee
NCR Corp World Headquarters
3097 Satellite Blvd., Bldg 700
Duluth, GA 30096

Re: Arthur Stanton – Employee # 65994 – Pension Appeal

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Sincerely,

A handwritten signature in black ink, appearing to be "PJ Sharman".

Paul J. Sharman, Esq.
paul@sharman-law.com

cc: Arthur Stanton

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

ARTHUR STANTON, on behalf of himself and others similarly situated,

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Forsyth (EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANT(S)

THE NCR PENSION PLAN; THE PENSION AND BENEFITS COMMITTEE OF THE NCR PENSION PLAN; NCR, as Plan Administrator; and ANDREA LEDFORD, LINDA FAYNE LEVINSON, EDWARD P. BOYKIN, CAROL DAICHENDT, CHINLE CHU, and RICHARD T. COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Paul J. Sharman
The Sharman Law Firm LLC
11175 Cicero Drive, Suite 100
Alpharetta GA 30022
(678) 242-5297
paul@sharman-law.com

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF
2 U.S. GOVERNMENT DEFENDANT
3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)

Table with columns for PLF and DEF, and rows for citizenship categories: 1 CITIZEN OF THIS STATE, 2 CITIZEN OF ANOTHER STATE, 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY, 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE, 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE, 6 FOREIGN NATION.

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- 1 ORIGINAL PROCEEDING
2 REMOVED FROM STATE COURT
3 REMANDED FROM APPELLATE COURT
4 REINSTATED OR REOPENED
5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)
6 MULTIDISTRICT LITIGATION
7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

V. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

CLAIM FOR BENEFITS AND CLARIFICATION OF RIGHTS PURSUANT TO 29 U.S.C. § 1132(A)(1)(B); CLAIM FOR BREACH OF FIDUCIARY DUTY UNDER 29 U.S.C. §§ 1132(A)(2) AND (A)(3); and CLAIM FOR RELIEF UNDER 29 U.S.C. § 1132(c)(1)(B).

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
2. Unusually large number of claims or defenses.
3. Factual issues are exceptionally complex
4. Greater than normal volume of evidence.
5. Extended discovery period is needed.
6. Problems locating or preserving evidence
7. Pending parallel investigations or actions by government.
8. Multiple use of experts.
9. Need for discovery outside United States boundaries.
10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$ APPLYING IFP MAG. JUDGE (IFP)
JUDGE MAG. JUDGE NATURE OF SUIT CAUSE OF ACTION

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
120 MARINE
130 MILLER ACT
140 NEGOTIABLE INSTRUMENT
151 MEDICARE ACT
160 STOCKHOLDERS' SUITS
190 OTHER CONTRACT
195 CONTRACT PRODUCT LIABILITY
196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
220 FORECLOSURE
230 RENT LEASE & EJECTMENT
240 TORTS TO LAND
245 TORT PRODUCT LIABILITY
290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
315 AIRPLANE PRODUCT LIABILITY
320 ASSAULT, LIBEL & SLANDER
330 FEDERAL EMPLOYERS' LIABILITY
340 MARINE
345 MARINE PRODUCT LIABILITY
350 MOTOR VEHICLE
355 MOTOR VEHICLE PRODUCT LIABILITY
360 OTHER PERSONAL INJURY
362 PERSONAL INJURY - MEDICAL MALPRACTICE
365 PERSONAL INJURY - PRODUCT LIABILITY
368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
371 TRUTH IN LENDING
380 OTHER PERSONAL PROPERTY DAMAGE
385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 441 VOTING
442 EMPLOYMENT
443 HOUSING/ ACCOMMODATIONS
444 WELFARE
440 OTHER CIVIL RIGHTS
445 AMERICANS with DISABILITIES - Employment
446 AMERICANS with DISABILITIES - Other

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
463 HABEAS CORPUS- Alien Detainee
465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 510 MOTIONS TO VACATE SENTENCE
530 HABEAS CORPUS
535 HABEAS CORPUS DEATH PENALTY
540 MANDAMUS & OTHER
550 CIVIL RIGHTS - Filed Pro se
555 PRISON CONDITION(S) - Filed Pro se

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 610 AGRICULTURE
620 FOOD & DRUG
625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
630 LIQUOR LAWS
640 R.R. & TRUCK
650 AIRLINE REGS.
660 OCCUPATIONAL SAFETY / HEALTH
690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
720 LABOR/MGMT. RELATIONS
730 LABOR/MGMT. REPORTING & DISCLOSURE ACT
740 RAILWAY LABOR ACT
790 OTHER LABOR LITIGATION
791 EEMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
862 BLACK LUNG (923)
863 DIWC (405(g))
863 DIWW (405(g))
864 SSID TITLE XVI
865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 400 STATE REAPPORTIONMENT
430 BANKS AND BANKING
450 COMMERCE/ICC RATES/ETC.
460 DEPORTATION
470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
480 CONSUMER CREDIT
490 CABLE/SATELLITE TV
810 SELECTIVE SERVICE
875 CUSTOMER CHALLENGE 12 USC 3410
891 AGRICULTURAL ACTS
892 ECONOMIC STABILIZATION ACT
893 ENVIRONMENTAL MATTERS
894 ENERGY ALLOCATION ACT
895 FREEDOM OF INFORMATION ACT
900 APPEAL OF FEE DETERMINATION UNDER EQUAL ACCESS TO JUSTICE
950 CONSTITUTIONALITY OF STATE STATUTES
890 OTHER STATUTORY ACTIONS

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTITRUST
850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- ARBITRATION (Confirm / Vacate / Order / Modify)

(Note: Mark underlying Nature of Suit as well)

* PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE Totenberg DOCKET NO. 1:15-cv-03983

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. , WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

/s/ Paul J. Sharman

6/20/2017

SIGNATURE OF ATTORNEY OF RECORD

DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumer Says NCR 'Wrongfully Withheld' Pension Benefits](#)
