

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

Current Report

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

December 4 (December 3, 2012)

Date of Report (Date of earliest event reported)

Pitney Bowes Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

1-3579

(Commission file number)

06-0495050

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

World Headquarters

1 Elmcroft Road

Stamford, Connecticut 06926-0700

(Address of principal executive offices)

(203) 356-5000

(Registrant's telephone number, including area code)

Not Applicable

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

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

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 5.02. Departure of Directors or Certain Officers; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Effective December 3, 2012, the Board of Directors elected Marc B. Lautenbach to the office of President and Chief Executive Officer of Pitney Bowes Inc. (the “Company”). He was also elected to the Board of Directors of the Company for a term expiring at the May, 2013 Annual Meeting of Stockholders. Mr. Lautenbach was also appointed as a member of the Executive Committee of the Board of Directors.

Effective December 3, 2012, the Board of Directors separated the roles of Chairman and Chief Executive Officer and appointed Michael I. Roth Non-Executive Chairman of the Board of Directors.

Effective December 3, 2012, Murray D. Martin resigned from his position as Chairman, President and Chief Executive Officer and as a member of the Board of Directors, and was elected Executive Vice President to work with Mr. Lautenbach on an effective transition. Mr. Martin’s annual base salary shall remain the same until his last day of employment with the Company and he will be eligible for a prorated bonus for the period he serves as Executive Vice President in 2013, payable in 2014.

With these changes, the Company’s Board of Directors includes 13 members, 12 of whom are independent.

There are no arrangements or understandings between Mr. Lautenbach and any other person pursuant to which Mr. Lautenbach was selected as President, Chief Executive Officer and director. He is not related to any other director or executive officer of the Company. Mr. Lautenbach receives no separate compensation for his role as director. He has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Mr. Lautenbach, age 51, joins the Company after 27 years at International Business Machines Corporation (“IBM”). Most recently, from 2010 to 2012, Mr. Lautenbach served as Managing Partner of IBM North America Global Business Services, responsible for the consulting and systems integration business, overseeing professionals in global delivery centers. Prior to that, from 2005 to 2010, Mr. Lautenbach was General Manager, IBM North America, leading the IBM sales and distribution operations in the United States, Canada and Latin America, and from 2000 to 2005 he was General Manager, IBM Global Small and Medium Business, responsible for all of IBM's efforts in support of small and medium businesses worldwide, including strategy, offering and channel development, and marketing and sales. Mr. Lautenbach joined IBM in 1985 and held numerous other sales management positions including Vice President IBM Asia-Pacific Small and Medium Business. In addition, Mr. Lautenbach was appointed to IBM’s Worldwide Management Committee in 2001, and then to the IBM Performance Team and the Integration and Values Team in 2006. He graduated Phi Beta Kappa,

magna cum laude from Denison University and earned an MBA from The Kellogg Graduate School of Management, Northwestern University.

On November 27, 2012, the Company agreed to the terms of an employment offer letter with Mr. Lautenbach. The offer letter has no specified term and Mr. Lautenbach's employment with the Company is on an employment-at-will basis.

The offer letter provides for the following compensation and benefits to the President and Chief Executive Officer:

annual base salary \$850,000.

annual discretionary cash incentive award Award has a target opportunity of 130% of base salary and a maximum of 225% of base salary for 2013. Actual payment of the annual incentive award is determined based on the performance of the Company compared to the financial and strategic goals established by the independent directors of the Board of Directors (the "Independent Directors").

long-term incentives Awards will have a target value of \$4,000,000 and will be granted in February 2013. The Independent Directors will determine the mix of cash incentive units (CIUs), stock options, performance-based restricted stock units (RSUs), or other incentive vehicles to be granted. CIUs are cash units earned on the basis of achievement of approved financial metrics (e.g., EPS, revenue growth and adjusted free cash flow) and strategic metrics chosen to position the Company for future growth targets with a +/- 25% award modifier based upon the Company's total shareholder return ("TSR") versus the TSRs of our peer group (a positive TSR modifier will apply only if TSR is positive). The Company expects that for the 2013 grants, approximately 60% of the value will be granted in the form of CIUs and approximately 40% of the value will be granted in the form of RSUs. After 2013 the President and Chief Executive Officer will be eligible to receive additional long-term incentives as part of the Company's annual long-term incentives grant review process. Long-term incentives are administered in accordance with the terms and provisions of the Company's 2007 Stock Plan and the standard form of award agreement for the particular type or types of awards granted.

sign-on performance equity grant

A one-time grant of premium-priced stock options, to be granted in connection with the commencement of employment as follows:

- 100,000 options with an exercise price equal to 115% of the closing price of the Company's common stock on the first trading day on or following the commencement of employment in 2012 ("Start Date").
- 200,000 options with an exercise price equal to 130% of the closing price on the Start Date.
- 300,000 options with an exercise price equal to 145% of the closing price on the Start Date.
- 400,000 options with an exercise price equal to 160% of the closing price on the grant date.

This last tranche of premium-priced options will be granted in 2013 in the sole discretion of the Independent Directors, including any adjustments determined to be necessary or desirable in order to comply with the terms of the Company's 2007 Stock Plan.

Vesting of any premium-priced options granted will vest in four equal annual installments beginning on the first anniversary of the Start Date and ending on the fourth anniversary of the Start Date. The maximum term of any such options shall be ten (10) years. The other material terms and conditions will be set forth in the Company's 2007 Stock Plan and the standard form of stock option agreement.

The offer also includes the following revision to the change of control benefit from the Senior Executive Severance Policy:

If during his first 18 months of employment, either (1) Mr. Lautenbach's employment is terminated by the Company without "Cause", or (2) a "Change of Control" occurs during that 18 month period and he resigns for a "Good Reason" within the subsequent two years, then he will receive (a) 1.5 times his then current base salary and 1.5 times his then current target bonus, payable in a lump sum, and (b) accelerated vesting of all equity awards as provided under the applicable plan or policy of the Company. If following Mr. Lautenbach's first 18 months of employment, either (1) his employment is terminated by the Company without "Cause", or (2) a "Change of Control" occurs after that initial 18 month period and he resigns for a "Good Reason" within the subsequent two years, then he will receive (a) 2 times his then current base salary and 2 times his then current target bonus, payable in a lump sum, and (b) accelerated vesting of all equity awards as provided under the applicable plan or policy of the Company. The terms "Cause", "Good Reason" and "Change of Control" have the same meanings as set forth in the Company's Senior Executive Severance Policy as in effect on November 27, 2012.

These severance benefits are in lieu of any severance benefits which Mr. Lautenbach may be otherwise entitled under the Company's Senior Executive Severance Policy and/or Severance Pay Plan.

Mr. Lautenbach will be otherwise subject to the Pitney Bowes Inc. Executive Stock Ownership Policy which includes a requirement to attain a target ownership level of five-times base salary over a five-year period.

The foregoing does not constitute a complete summary of the terms of the offer letter, and reference is made to the complete text of the offer letter which is attached hereto as Exhibit 10.1.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Employment offer letter, dated November 27, 2012, between Pitney Bowes Inc. and Marc B. Lautenbach
99.1	Press release of Pitney Bowes Inc. dated December 3, 2012

SIGNATURES

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

Pitney Bowes Inc.

By: /s/ Amy C Corn

Name: Amy C. Corn

Title: Vice President, Secretary and Chief Governance Officer

Date: December 4, 2012

Pitney Bowes Inc.

1 Elmcroft Road
Stamford, CT 06926-700
T: 203.356.500
www.pb.com



November 27, 2012

Mr. Marc Lautenbach

Dear Marc:

I am pleased to confirm our offer to you to join Pitney Bowes Inc. (the "Company") as President and Chief Executive Officer. You will report to the Board of Directors of the Company (the "Board"). The terms of your compensation and benefits package are as follows:

1. Your annual base salary will be \$850,000, paid on a semi-monthly basis. Your anticipated start date is December 3, 2012.
 2. Your position is currently eligible to earn an annual incentive award with a target opportunity of one hundred thirty percent (130%) of your base salary and a maximum of two-hundred-twenty five percent (225%) of your base salary. This opportunity will commence with the Company's 2013 performance year, which coincides with the calendar year. The actual payment is determined based on the performance of the Company compared to the financial and strategic goals established by the independent directors of the Board (the "Independent Directors"). Payments of the annual incentive are usually paid in February of the following year. For the 2013 performance year, you will be eligible to receive a bonus payable in February 2014.
 3. Your position is currently eligible for long-term incentives with a target value of \$4,000,000. Your long-term incentives for 2013 will be granted in February 2013. The Independent Directors will determine the mix of cash incentive units (CIUs), stock options, performance-based restricted stock units (RSUs), or other incentive vehicles that you will receive. CIUs are cash units earned on the basis of achievement of approved financial metrics (e.g., EPS, revenue growth and adjusted free cash flow) and strategic metrics chosen to position the company for future growth targets with a +/- 25% award modifier based upon our TSR versus the TSRs of our peer group (a positive TSR modifier will apply only if TSR is positive). We expect that for your 2013 grants, approximately 60% of the value will be granted in the form of CIUs and approximately 40% of the value will be granted in the form of RSUs, although the final decision will be made by the Independent Directors with your input. After 2013 you will be eligible to receive additional long-term incentives as part of the Company's annual LTI grant review process. Long-term incentives are administered in accordance with the terms and provisions of the Company's 2007 Stock Plan and the standard form of award agreement for the particular type or types of awards granted to you.
 4. This offer also includes the following sign-on performance equity grant:
 - A one-time grant of premium-priced stock options, to be granted in connection with your commencement of employment as follows:
-

- 100,000 options with an exercise price equal to 115% of the closing price of the Company's common stock on the first trading day on or following your commencement of employment in 2012 ("Start Date").
 - 200,000 options with an exercise price equal to 130% of the closing price on the Start Date.
 - 300,000 options with an exercise price equal to 145% of the closing price on the Start Date.
 - 400,000 options with an exercise price equal to 160% of the closing price on the grant date. This last tranche of premium-priced options will be granted in 2013 in the sole discretion of the Independent Directors, including any adjustments determined to be necessary or desirable in order to comply with the terms of the Company's 2007 Stock Plan.
 - Vesting of any premium-priced options granted to you will vest in four equal annual installments beginning on the first anniversary of the Start Date and ending on the fourth anniversary of the Start Date. The maximum term of any such options shall be ten (10) years. The other material terms and conditions will be set forth in the Company's 2007 Stock Plan and the standard form of stock option agreement.
5. If during your first 18 months of employment, either (1) your employment is terminated by the Company without "Cause", or (2) a "Change of Control" occurs during that 18 month period and you resign for a "Good Reason" within the subsequent two years, then you will receive (a) 1.5 times your then current base salary and 1.5 times your then current target bonus, payable in a lump sum, and (b) accelerated vesting of all equity awards as provided under the applicable plan or policy of the Company. If following your first 18 months of employment, either (1) your employment is terminated by the Company without "Cause", or (2) a "Change of Control" occurs after that initial 18 month period and you resign for a "Good Reason" within the subsequent two years, then you will receive (a) 2 times your then current base salary and 2 times your then current target bonus, payable in a lump sum, and (b) accelerated vesting of all equity awards as provided under the applicable plan or policy of the Company. Any such payments or benefits shall be subject to the delivery of an effective general release of claims on terms used by the Company at that time (which release shall not impose any restrictions on your post-termination activities in addition to those binding on you pursuant to any other agreement between you and the Company and shall not apply to (i) accrued or vested benefits subject to the terms of applicable Company benefit plans and COBRA (for example, vested pension rights, COBRA rights to continued coverage for medical, prescription and dental, and conversion to individual coverage for life insurance), (ii) any rights to indemnification or advancement of legal fees under the Company's governing documents or otherwise, (iii) any rights under any directors' and officers' liability insurance policy maintained by the Company, or (iv) any vested equity awards). The terms "Cause", "Good Reason" and "Change of Control" shall have the same meanings as set forth in the Company's Senior Executive Severance Policy as in effect on the date hereof.

The severance benefits described in this letter will be in lieu of any severance benefits which you may be otherwise entitled under the Company's Senior Executive Severance Policy and/or Severance Pay Plan.

6. You will be eligible to receive other benefits or perquisites provided by the Company from time to time to its senior executive officers on the terms set forth in the plans, programs or policies setting forth the terms of those benefits or perquisites.
7. You will be covered by the Pitney Bowes Inc. Executive Stock Ownership Policy which requires you to attain a target ownership level of five-times base salary over a five-year period.
8. Notwithstanding any provision of this letter to the contrary, if any payments or benefits to which you become entitled, whether pursuant to the terms of or by reason of this letter or any other plan, arrangement, agreement, policy or program (including without limitation any restricted stock, stock option, stock appreciation right or similar right, or the lapse or termination of any restriction on the vesting or exercisability of any of the foregoing) with the Company, any successor to the Company or to all or a part of the business or assets of the Company (whether direct or indirect, by purchase, merger, consolidation, spin off, or otherwise and regardless of whether such payment is made by or on behalf of the Company or such successor) or any person whose actions result in a change of control or any person affiliated with the Company or such persons (in the aggregate, "Total Payments"), constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended ("Code"), and but for this paragraph, would be subject to the excise tax imposed by Section 4999 of the Code, then you will be entitled to receive either (a) the full amount of the Total Payments or (b) a portion of the Total Payments having a value equal to \$1 less than three (3) times your "base amount" (as such term is defined in Section 280G(b)(3)(A) of the Code, the "Safe Harbor Cap"), whichever of (a) and (b), after taking into account applicable federal, state, and local income and employment taxes and the excise tax imposed by Section 4999 of the Code (the "Excise Tax") or any successor provision of the Code or any similar state or local tax, results in the receipt by you on an after-tax basis, of the greatest portion of the Total Payments. In the event that the Total Payments are to be reduced pursuant hereto, such Total Payments shall be reduced such that the reduction of compensation to be provided to you is minimized. In applying this principle, the reduction shall be made in the following order: (i) all cash payments; (ii) all full-value shares; and (iii) any equity awards subject to Q&A-24(c) of Treasury Regulation section 1.280G-1; and within each class the last payment or award vesting shall be reduced first.
9. The Company will reimburse you for reasonable expenses incurred by you to retain professional advisors to evaluate the terms of the Company's offer of employment, up to a maximum of \$20,000.
10. All payments pursuant to this letter shall be subject to the provisions of this paragraph. Notwithstanding anything in this letter to the contrary, this letter is intended to be interpreted and operated to the fullest extent possible so that the payments and benefits under this Agreement either shall be exempt from the requirements of Section 409A of the Code or shall

comply with the requirements of such provision. If you are a “specified employee” within the meaning of Section 409A of the Code at the time of your “separation from service” within the meaning of Section 409A of the Code, then any payment otherwise required to be made to you under this letter or otherwise on account of your separation from service, to the extent such payment (after taking in to account all exclusions applicable to such payment from coverage by Section 409A of the Code) is properly treated as deferred compensation subject to Section 409A of the Code, shall not be made until the first business day after (i) the expiration of six months from the date of your separation from service, or (ii) if earlier, the date of your death (the “Delayed Payment Date”). On the Delayed Payment Date, there shall be paid to you (or, if applicable, your estate), in a single cash lump sum, an amount equal to aggregate amount of the payments delayed pursuant to the preceding sentence.

In accepting this offer, you agree that you have relied only on the terms set forth in this letter and the attached Terms and Conditions, and not on any representation or statement made by a Company employee, agent or representative. The Company periodically conducts market reviews of its compensation structure and reserves the right to amend, modify or terminate its compensation programs without prior notice.

This offer is contingent upon approval of the Board. This offer is also contingent upon the satisfaction of the provisions outlined in the attached Terms and Conditions. In accepting this offer, you agree that you have relied only on the terms set forth in this offer, including the attached Terms and Conditions.

Please verbally confirm your acceptance of this offer to me, sign this document, and fax/scan back to me a signed copy of this offer letter no later than 5:00 pm EDT on November 27, 2012. Following that, additional materials will be sent to you electronically.

Marc, we are confident that the position will be challenging and rewarding, that you will make significant contributions, and that you will achieve personal success at Pitney Bowes.

Sincerely,

/s/ Eduardo Menascé
Eduardo Menascé
Chairman, Executive Compensation Committee of the Board of Directors
Pitney Bowes Inc.

Attachments: Terms and Conditions

Acceptance Confirmation:

/s/ Marc Lautenbach 11-27-12
Marc Lautenbach Date

Terms and Conditions

1. Completion of a Proprietary Information Protection Agreement (standard form attached). For purposes of such Agreement: (i) Paragraph (III) thereof will not prohibit you from retaining your address books that contain only contact information; (ii) Paragraph (IV)(A) will not apply to your employment with or other provision of services to a separately managed and operated division or affiliate of a competitor if such division or affiliate does not compete with the Company's business and you do not discuss any material matters with regard to the competing division with employees of any divisions or affiliates of such business that do compete with the Company's business; (iii) for purposes of Paragraph (IV)(B), a person, company or entity will be deemed a prospective customer of the Company if the Company has made a business proposal to such person, company or entity within twelve (12) months prior to your termination of employment; (iv) you will not be deemed to have violated Paragraph (IV)(C) with respect to an independent contractor of the Company unless such independent contractor provides services to the Company on an exclusive or semi-exclusive basis; and (v) you will not be deemed to have violated Paragraph (IV)(C) solely because a Company employee or independent contractor responds to a general advertisement not specifically targeted at Company employees or independent contractors.
2. As a condition of your employment you will be required to electronically sign and comply with a PB Resolve Agreement. The PB Resolve Agreement requires, among other provisions, that all covered disputes you may have with the Company and the Company may have with you, be submitted to the Company's alternate dispute resolution process ("PB Resolve"), which includes full and final resolution of disputes through a four step process, ending with binding arbitration.
3. Please note that you must satisfy the drug test requirement within your first thirty (30) days of employment and the background verification requirement prior to your first day of employment. Failure to complete these steps in the agreed upon time frame will result in the rescission and/or cancellation of this offer and your application for employment with any Pitney Bowes Company will not be reconsidered for a period of one year.
4. Provision of the proper immigration control forms (I-9).

One additional important matter: Pitney Bowes does not wish to receive any documents or any confidential information concerning any business, technical or other matters of which you might be aware as a result of your former employment or from any other party. If at any time you are in doubt about whether or not to bring with you any information or disclose any such information, you should resolve the situation by not disclosing or discussing any information which could create a present or future conflict for you or Pitney Bowes.

You have advised us that you are not under any current or former agreement that prohibits you from being employed by Pitney Bowes. You understand that in the event such an agreement exists, Pitney Bowes has the right to end your employment or contest the agreement at its sole discretion. In addition, you understand and agree your employment is "at-will", which means that you or Pitney Bowes can end your employment at any time for any reason.



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**PITNEY BOWES APPOINTS MARC B. LAUTENBACH AS
PRESIDENT AND CHIEF EXECUTIVE OFFICER**

**27-Year IBM Veteran Brings Extensive Experience and
Proven Track Record in Technology Services**

**Murray D. Martin to Retire as Chairman, President and Chief Executive Officer;
Michael I. Roth Named Non-Executive Chairman**

STAMFORD, Conn., December 3, 2012 – Pitney Bowes Inc. (NYSE: PBI) today announced that the Pitney Bowes Board of Directors has appointed Marc B. Lautenbach as President and Chief Executive Officer, effective immediately. Mr. Lautenbach joins Pitney Bowes with nearly 30 years of experience in the technology and business services industry, having served in senior leadership positions at IBM (NYSE: IBM).

Mr. Lautenbach succeeds Murray D. Martin, who is retiring as the company’s Chairman, President and Chief Executive Officer and has resigned from the company’s board of directors. Mr. Martin will continue to work with Mr. Lautenbach on an effective transition.

The Pitney Bowes Board also announced today that Michael I. Roth, currently Lead Independent Director, has been appointed Non-Executive Chairman of the Board, effective immediately. Mr. Lautenbach has also been appointed to the company’s Board, effective immediately. With these changes, the Pitney Bowes Board of Directors includes 13 individuals, 12 of whom are independent.

At different stages of his 27-year career at IBM, Mr. Lautenbach oversaw the small- and medium-size (SMB) customer segment. In addition, as the executive responsible for sales in the Americas, he has had substantial experience in the enterprise and federal government segments. Most recently, Mr. Lautenbach served as Managing Partner of IBM North America Global Business Services. Mr. Lautenbach has served in various senior management positions of increasing responsibility, including General Manager, IBM North America; General Manager, IBM Global Small and Medium Business; and Vice President, IBM Asia-Pacific Small and Medium Business.

“The Board is pleased to welcome Marc to Pitney Bowes as the company’s next President and CEO,” said Mr. Roth. “Marc is a successful leader and manager, with a proven track record within the technology and business services industry in the SMB and Enterprise segments, as well as in

transforming businesses, both within IBM and for its customers. During his tenure at IBM, Marc developed a reputation for delivering consistent results while assisting companies to reach their full potential. This experience is of critical importance to Pitney Bowes at this important time of change for our company and our industry. The Board is confident that Marc is ideally suited to lead Pitney Bowes, and as the non-Executive Chairman, I look forward to working closely with Marc and the senior management team to execute on our strategy to be a leading provider of customer communications solutions.”

Mr. Roth continued, “On behalf of the Board, I want to thank Murray for his dedication and many outstanding contributions in his 26 years with the company. Under his leadership, Murray has overseen numerous acquisitions, many major technological innovations and strategic initiatives to streamline the business and focus on high growth opportunities. The Board appreciates his ongoing support and we wish Murray the best in his retirement.”

Mr. Martin said, “I am proud to have been a part of Pitney Bowes’ growth and evolution since joining the company in 1987. I believe Marc has the right background and experience to lead Pitney Bowes forward, and to execute on the initiatives necessary to drive future growth and value creation for shareholders.”

Mr. Lautenbach stated, “It is an honor to lead Pitney Bowes, a company with a long and proud history. I view this as a time of great opportunity to build an even stronger future for the company with its valuable portfolio of innovative products and solutions, strong customer relationships and a team of deeply talented and devoted employees around the world. I look forward to working with the Board of Directors, executive team, and all Pitney Bowes employees to enhance the company’s market position and accelerate our transformation for future growth and success for the benefit of all stakeholders.”

The company reiterated the guidance it provided on November 1, 2012, and anticipates 2012 guidance for:

- Revenue, excluding the impacts of currency, to remain in a range of flat to a decline of 4 percent when compared to 2011;
- Adjusted earnings per diluted share from continuing operations to be in the range of \$1.95 to \$2.15;
- GAAP earnings per diluted share from continuing operations to be in the range of \$1.78 to \$2.08; and
- Free cash flow to be in the range of \$750 million to \$850 million.

About Marc B. Lautenbach

In his role as Managing Partner of IBM North America Global Business Services, Mr. Lautenbach (51) was responsible for the consulting and systems integration business, overseeing professionals globally.

Previously, as General Manager, IBM North America, Mr. Lautenbach led the IBM sales and distribution operations in the U.S., Canada and Latin America. Prior to that, Mr. Lautenbach was General Manager, IBM Global Small and Medium Business, with responsibility for all of IBM’s efforts in support of small and medium businesses worldwide, including strategy, offering and channel development, and marketing and sales. In addition, Mr. Lautenbach was appointed to IBM’s

Worldwide Management Committee in 2001, and then to the Performance Team and the Integration and Values Team in 2006.

Mr. Lautenbach graduated Phi Beta Kappa, magna cum laude from Denison University and also earned an M.B.A. from The Kellogg Graduate School of Management, Northwestern University.

About Michael I. Roth

Mr. Roth has served on the Pitney Bowes Board of Directors since 1995 and as Lead Independent Director since February 2012. Mr. Roth is Chairman and Chief Executive Officer of The Interpublic Group of Companies, Inc., a global marketing communications and marketing services company. Mr. Roth is also a director of Ryman Hospitality Corporation and The Interpublic Group of Companies, Inc.

About Pitney Bowes

Pitney Bowes provides technology solutions for small, mid-size and large firms that help them connect with customers to build loyalty and grow revenue. The company's solutions for financial services, healthcare, legal, nonprofit, public sector and retail organizations are delivered on open platforms to best organize, analyze and apply both public and proprietary data to two-way customer communications. Pitney Bowes is the only firm that includes direct mail, transactional mail, call centers and in-store technologies in its solution mix along with digital channels such as the Web, email, live chat and mobile applications. Pitney Bowes is a \$5.3 billion company with 29,000 employees worldwide. Pitney Bowes: Every connection is a new opportunity™.

The guidance discussed above regarding future results are inherently subject to unforeseen risks and developments. As such, discussions about the business outlook should be read in the context of an uncertain future, as well as the risk factors identified in the safe harbor language at the end of this release and as more fully outlined in the Company's 2011 Form 10-K Annual Report and other reports filed with the Securities and Exchange Commission.

This document contains "forward-looking statements" about our expected or potential future business and financial performance. For us forward-looking statements include, but are not limited to, statements about our future revenue and earnings guidance and other statements about future events or conditions. Forward-looking statements are not guarantees of future performance and involve risks and uncertainties that could cause actual results to differ materially from those projected. These risks and uncertainties include, but are not limited to: mail volumes; the uncertain economic environment; timely development, market acceptance and regulatory approvals, if needed, of new products; fluctuations in customer demand; changes in postal regulations; interrupted use of key information systems; management of outsourcing arrangements; foreign currency exchange rates; changes in our credit ratings; management of credit risk; changes in interest rates; the financial health of national posts; and other factors beyond our control as more fully outlined in the Company's 2011 Form 10-K Annual Report and other reports filed with the Securities and Exchange Commission. Pitney Bowes assumes no obligation to update any forward-looking statements contained in this document as a result of new information, events or developments.