UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549-1004

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) **August 11, 2004**

Pitney Bowes Inc.

Delaware	**1-3579**	**06-0495050**
(State or other jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

World Headquarters
1 Elmcroft Road, Stamford, Connecticut 06926-0700
Telephone number: (203) 356-5000

ITEM 5. OTHER EVENTS

On August 11, 2004, Pitney Bowes Inc. (the "Company") agreed to sell $350,000,000 principal amount of 4.875% Global Medium-Term Notes, due August 15, 2014 (the "Notes"), pursuant to a Distribution Agreement by and among the Company, J.P. Morgan Securities Inc., ABN AMRO Incorporated, Barclays Capital Inc., Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated. The Notes are being issued pursuant an Indenture, dated as of February 15, 2002, as supplemented by Supplemental Indenture No. 1, dated as of April 18, 2003 (the "Supplemental Indenture"), between the Company and SunTrust Bank, as Trustee. The Notes have been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, pursuant to a registration statement on Form S-3 (Registration No. 333-72304). The Distribution Agreement and the Supplemental Indenture are filed as an exhibits to this report and are incorporated herein by reference.

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS

C. Exhibits

The following materials are attached as an exhibits to this Current Report on Form 8-K:

Exhibit Number	Description
1.1	Distribution Agreement by and among Pitney Bowes Inc., J.P. Morgan Securities Inc., ABN AMRO Incorporated, Barclays Capital Inc., Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated.
4.1	Supplemental Indenture No. 1, dated as of April 18, 2003, between the Company and SunTrust Bank, as trustee.

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.

August 18, 2004

PITNEY BOWES INC.

By: /s/ B. P. Nolop
B. P. Nolop
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

By: /s/ J.R. Catapano
J.R. Catapano

Controller
(Principal Accounting Officer)

EXHIBIT INDEX

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Exhibit 1.1

U.S. $1,380,000,000

Pitney Bowes Inc.

Global Medium-Term Notes

DISTRIBUTION AGREEMENT

April 18, 2003

J.P. Morgan Securities Inc.
ABN AMRO Incorporated
Barclays Capital Inc.
Citigroup Global Markets Inc.
Deutsche Bank Securities Inc.
Goldman, Sachs & Co.
Morgan Stanley & Co. Incorporated
c/o J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

Ladies and Gentlemen:

1 Introduction. Pitney Bowes Inc., a Delaware corporation (the "**Issuer**"), confirms its agreement with each of you (individually, a "**Distributor**" and, collectively, the "**Distributors**") with respect to the issue and sale from time to time by the Issuer of its medium-term notes registered under the registration statement referred to in Section 2(a) (any such medium-term notes being hereinafter referred to as "**Securities**", which expression shall, if the context so admits, include any permanent global Security). Securities may be offered and sold pursuant to Section 3 of this Agreement in an aggregate amount not to exceed the amount of Registered Securities (as defined in Section 2(a) hereof) registered pursuant to such registration statement reduced by the aggregate amount of any other Registered Securities sold otherwise than pursuant to Section 3 of this Agreement. The Securities will be issued under the Indenture dated as of February 15, 2002, as supplemented by Supplemental Indenture No. 1 thereto dated as of April 18, 2003 (together, the "**Indenture**"), between the Issuer and SunTrust Bank, as trustee (the "**Trustee**").

Subject to the terms and conditions stated herein and to the reservation of the Issuer of the right to sell Securities directly on its own behalf or through other agents, dealers or underwriters as set forth in Section 3(a), the Issuer hereby (i) appoints each Distributor as an agent of the Issuer for the purpose of soliciting and receiving offers to purchase Securities from the Issuer pursuant to Section 3(a) hereof and (ii) agrees that whenever it determines to sell Securities directly to any Distributor as principal, it will enter into a separate agreement, substantially in the form set forth in Exhibit A hereto, relating to such sale or another agreement (which may be oral and confirmed in writing) relating to the purchase by such Distributor as principal (each a "**Terms Agreement**"), in each case in accordance with Section 3(b) hereof.

The Securities shall have the terms described in the Prospectus referred to in Section 2(a) as it may be amended or supplemented from time to time, including any supplement to the Prospectus that sets forth only the terms of a particular issue of the Securities (a "**Pricing Supplement**"). Securities will be issued, and the terms thereof established, from time to time by the Issuer in accordance with the Indenture and the Procedures (as defined in Section 3(d) hereof).

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2 Representations and Warranties of the Issuer. The Issuer represents and warrants to, and agrees with, each Distributor as follows:

(a) A registration statement (No. 333-72304) relating to $2,000,000,000 aggregate principal amount of debt securities, preferred stock, preference stock and depositary shares of the Issuer, including the Securities (together, the "**Registered Securities**") (including a prospectus which, as supplemented from time to time, shall be used in connection with sales of the Securities), has been filed with the Securities and Exchange Commission (the "**Commission**") and declared effective under the Securities Act of 1933, as amended (the "**Act**"). Such registration statement, including all exhibits thereto and the documents incorporated by reference therein, as amended as of the Closing Date (as defined in Section 3(e) hereof), is hereinafter referred to as the "**Registration Statement**", and the prospectus included in such Registration Statement, as supplemented so as generally to describe the Securities and the terms of the offering of the Securities, including all material incorporated by reference therein, is hereinafter referred to as the "**Prospectus**". Any reference in this Agreement to amending the Registration Statement shall be deemed to include the filing of a registration statement pursuant to Rule 462(b) (a "**Rule 462(b) Registration Statement**") under the Act, if such Rule 462(b) Registration Statement increases the offering amount of the Securities. Any reference in this Agreement to amending or supplementing the Prospectus shall be deemed to include the filing of materials incorporated by reference in the Prospectus after the Closing Date and any reference in this Agreement to any amendment or supplement to the Prospectus shall be deemed to include any such materials incorporated by reference in the Prospectus after the Closing Date. No document has been or will be prepared or distributed in reliance on Rule 434 under the Act. No stop order suspending the effectiveness of the Registration Statement has been issued and no proceeding for that purpose has been initiated or threatened by the Commission.

(b) On the effective date of each part of the Registration Statement, such Registration Statement conformed in all respects to the requirements of the Act, the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"), and the rules and regulations of the Commission ("**Rules and Regulations**") and did not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and on the Closing Date, and at each of the times of acceptance and of delivery referred to in Section 6(a) hereof and at each of the times the Registration Statement or the Prospectus is amended or supplemented, each part of the Registration Statement and the Prospectus as then amended or supplemented will conform in all respects to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations, and neither of such documents will include any untrue statement of a material fact or will omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, except that the foregoing does not apply to statements in or omissions from any of such documents based upon written information furnished to the Issuer by any Distributor specifically for use therein. Hereinafter, each time of acceptance and delivery referred to in Section 6(a) hereof, the Closing Date and each time the Registration Statement or the Prospectus is amended or supplemented will sometimes be referred to as a "**Representation Date**".

(c) The Issuer has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus; each of the Issuer's "**Significant Subsidiaries**" (as defined in Rule 1-02 (w) of Regulation S-X promulgated by the Commission) has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, with power and authority (corporate and other) to own its properties

and conduct its business as described in the Prospectus, and each such Significant Subsidiary of the Issuer is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except for those jurisdictions where failure to be in good standing or so qualified would not reasonably be expected to have a material adverse effect on the business, assets or results of operations of the Issuer and its subsidiaries, taken as a whole; all of the issued and outstanding capital stock of each such Significant Subsidiary of the Issuer has been duly authorized and validly issued and is fully paid and nonassessable; and the capital stock of each such Significant Subsidiary owned by the Issuer, directly or through subsidiaries, is owned free from liens, encumbrances and defects.

(d) The Indenture has been duly authorized, executed and delivered by the Issuer and duly qualified under the Trust Indenture Act and constitutes a valid and legally binding obligation of the Issuer enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Securities have been duly authorized, and when the Securities have been delivered and paid for pursuant to this Agreement, the Securities will have been duly executed, authenticated, issued and delivered and will conform to the description thereof contained in the Prospectus and will constitute valid and legally binding obligations of the Issuer enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(e) No consent, approval, authorization, or order of, or filing with, any governmental agency or body or any court is required for the issue and sale of the Securities or the consummation of the other transactions contemplated by this Agreement or any Terms Agreement or the Indenture, except such as have been obtained and made under the Act and the Trust Indenture Act and such as may be required under state securities laws.

(f) The execution, delivery and performance of the Indenture, this Agreement and any Terms Agreement do not, and the completion, execution and issuance of each particular Security in accordance with the Indenture, the sale by the Issuer of such Security in accordance with this Agreement and any Terms Agreement and compliance with the terms and provisions thereof will not, result in a breach or violation of any of the terms and provisions of, or constitute a default under, any statute, any rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Issuer, or any Significant Subsidiary, or any of their properties, or any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Issuer or any such Significant Subsidiary is a party or is bound, or to which any of the properties of the Issuer or any such Significant Subsidiary is subject, that is material to the Issuer and its subsidiaries, taken as a whole, or the charter or by-laws of the Issuer or any such Significant Subsidiary, and the Issuer has full power and authority to authorize, issue and sell the Securities as contemplated by this Agreement.

(g) This Agreement (including any agreement with respect to the offering and sale of particular Securities as contemplated by Section 3) has been duly authorized, executed and delivered by the Issuer.

(h) Except as disclosed in the Prospectus, there are no pending legal or governmental proceedings against or affecting the Issuer, any of its subsidiaries or any of their respective properties that, if determined adversely to the Issuer or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the

condition (financial or other), business, properties or results of operations of the Issuer and its subsidiaries, taken as a whole, and, to the best of the Issuer's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(i) PricewaterhouseCoopers LLP, who have certified certain financial statements of the Issuer and its subsidiaries, are independent public accountants with respect to the Issuer, as required by the Act and the rules and regulations of the Commission thereunder.

(j) Neither the Issuer nor any of its subsidiaries has sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Prospectus, there has not been any material change in the capital stock or long-term debt of the Issuer or any of its subsidiaries, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Issuer and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Prospectus.

(k) The Issuer is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus, will not be an "investment company" as such term is defined in the Investment Company Act of 1940.

(l) The statements set forth in the Prospectus under the captions "Description of Debt Securities" and "Description of Notes We May Offer", insofar as they purport to constitute a summary of the terms of the Securities, and under the captions "Plan of Distribution" and "Supplemental Plan of Distribution", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair.

(m) Neither the Issuer nor any of its material subsidiaries is in violation of its Certificate of Incorporation or By-laws or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound.

(n) Immediately after any sale of Securities by the Issuer hereunder or under any Terms Agreement (as referred to in Section 3(b) below), the aggregate amount of Securities which shall have been issued and sold by the Issuer hereunder or under any Terms Agreement and of any securities of the Issuer (other than such Securities) that shall have been issued and sold pursuant to the Registration Statement will not exceed the amount of securities registered under the Registration Statement (including any related Rule 462(b) Registration Statement).

3 Appointment as Distributors; Agreement of Distributors; Solicitations.

(a) (i) Subject to the terms and conditions stated herein, the Issuer hereby appoints each of the Distributors as the agents of the Issuer for the purpose of soliciting or receiving offers to purchase the Securities to be issued by the Issuer during any Marketing Time. For purposes of this Agreement "**Marketing Time**" shall mean any

time when no suspension of solicitation of offers to purchase Securities pursuant to Section 3(c) or Section 4(c) shall be in effect or any time when either any Distributor shall own any Securities with the intention of reselling them or the Issuer has accepted an offer to purchase Securities but the related settlement has not occurred.

(ii) So long as this Agreement shall remain in effect with respect to any Distributor, the Issuer shall not, without the consent of any such Distributor, solicit or accept offers to purchase Securities otherwise than from or through one or more, but not any particular one, of the Distributors; *provided*, *however*, that, subject to all of the terms and conditions of this Agreement, the foregoing shall not be construed to prevent the Issuer from selling at any time any Registered Securities that are debt securities in a firm commitment underwriting pursuant to an underwriting agreement that does not provide for a continuous offering of such Registered Securities; and *provided*, *further*, that the Issuer reserves the right from time to time (i) to sell Securities directly to an investor, and (ii) to accept a specific offer to purchase Securities solicited by a dealer other than the Distributors (each an "**Other Dealer**"), without obtaining the prior consent of any of the Distributors, *provided* that (x) any Other Dealer shall agree to be bound by and subject to terms and conditions substantially similar to the terms and conditions of this Agreement binding on the Distributors, and (y) so long as this Agreement remains in effect, the Issuer shall not appoint any other agent or dealer for the purpose of soliciting or receiving offers to purchase Securities on a continuous basis without the prior written consent of the Distributors (which consent shall not be unreasonably withheld), unless such other agent or dealer has agreed to be bound by and subject to terms and conditions substantially similar to the terms and conditions of this Agreement.

(b) (i) On the basis of the representations and warranties contained herein, but subject to the terms and conditions herein set forth, each Distributor agrees, as the agent of the Issuer, to use reasonable best efforts when requested by the Issuer to solicit offers to purchase the Securities upon the terms and conditions set forth in the Prospectus, as from time to time amended or supplemented.

(ii) No Distributor shall have any obligation to purchase Securities from the Issuer; however, one or more Distributors (each, a "**Purchasing Distributor**") may agree from time to time to purchase Securities as principal for resale to investors and other purchasers selected by such Purchasing Distributors. Unless otherwise expressly agreed by the Issuer and the Purchasing Distributors as contemplated by clause (v) below, each offer to sell Securities transmitted by a Distributor and accepted by the Issuer shall constitute acceptance of an offer to sell such Securities to the Purchasing Distributors for resale. In addition, if so specified in a Terms Agreement executed by the Issuer and one or more Purchasing Distributors, such Purchasing Distributor or Distributors shall act as representative or representatives of the several underwriters named in such Terms Agreement for resale of the Securities specified in such Terms Agreement upon the terms and subject to the conditions specified in such Terms Agreement, this Agreement and in the Prospectus, as supplemented by the applicable pricing supplement. It is understood that the Distributors and any underwriters for which they may act as representatives propose that they will offer any Securities which they agree to purchase as principal for sale as set forth in the Prospectus, as supplemented by the applicable Pricing Supplement.

(iii) If the Issuer wishes to accept an offer by one or more Purchasing Distributors to purchase Securities as principal, the Issuer shall promptly prepare a Terms Agreement, and the execution of such Terms Agreement by the Issuer and the Purchasing Distributor or Distributors shall constitute the acceptance by the Issuer of such offer. Each purchase of Securities by a Distributor shall, unless otherwise agreed, be at a discount from the principal amount of each such Security equivalent to the applicable commission set forth in Exhibit B hereto.

(iv) Each Distributor is authorized to engage the services of any other brokers or dealers in connection with the offer or sale of Securities purchased by such Distributor as principal for resale to others and may reallow any portion of the discount received from the Issuer to such brokers or dealers.

(v) If expressly agreed by a Distributor and the Issuer, such Distributor will solicit offers to purchase Securities from the Issuer through such Distributor, acting as agent, in accordance with the provisions of this Agreement. In such event, such Distributor shall communicate to the Issuer, orally or in writing, each reasonable offer to purchase Securities received by it as agent; and the Issuer shall have the sole right to accept offers to purchase the Securities and may reject any such offer, in whole or in part. For each accepted offer, the Distributor shall deliver written confirmation of such acceptance to such purchaser, and such Distributor will deliver a written confirmation to the Issuer. Each Distributor shall have the right, in its discretion reasonably exercised, without notice to the Issuer, to reject any offer to purchase Securities received by it as such agent, in whole or in part, and any such rejection shall not be deemed a breach of its agreement contained herein. At the time of delivery of, and payment for, any Securities sold by the Issuer as a result of a solicitation made by, or offer to purchase received by, a Distributor, acting on an agency basis, the Issuer agrees to pay such Distributor a commission in accordance with the schedule set forth in Exhibit B hereto, except as may otherwise be agreed to by the Issuer and such Distributor.

(vi) No Distributor shall have any responsibility for maintaining records with respect to the aggregate principal amount of Securities sold, or otherwise monitoring the availability of Securities for sale under the Registration Statement.

(vii) No Security which the Issuer has agreed to sell pursuant to this Agreement shall be deemed to have been purchased and paid for, or sold by the Issuer, until such Security shall have been delivered to the purchaser thereof against payment by such purchaser.

(c) Upon receipt of notice from the Issuer as contemplated by Section 4(c) hereof, each Distributor shall suspend its solicitation of offers to purchase Securities until such time as the Issuer shall have furnished it with an amendment or supplement to the Registration Statement or the Prospectus, as the case may be, contemplated by Section 4(c) and shall have advised such Distributor that such solicitation may be resumed.

The Issuer reserves the right, in its sole discretion, to suspend solicitation of offers to purchase the Securities commencing at any time for any period of time or permanently. Upon receipt of at least one Business Day's prior notice from the Issuer, the Distributors will forthwith suspend solicitation of offers to purchase Securities from the Issuer until such time as the Issuer has advised the Distributors that such solicitation may be resumed. For the purpose of the foregoing sentence, "**Business Day**" shall mean any

day that is not a Saturday or Sunday, and that in The City of New York is not a day on which banking institutions generally are authorized or obligated by law or executive order to close.

(d) Administrative procedures respecting the sale of Securities (the "**Procedures**") shall be agreed upon from time to time by the Distributors and the Issuer. The initial Procedures, which are set forth in Exhibit C hereto, shall remain in effect until changed by written agreement among the Issuer and the Distributors. Each Distributor and the Issuer agree to perform the respective duties and obligations specifically provided to be performed by each of them herein and in the Procedures. The Issuer will furnish to the Trustee a copy of the Procedures as from time to time in effect.

(e) The documents required to be delivered by Section 5 hereof shall be delivered at the office of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, not later than 10:00 A.M., New York City time, on the date of this Agreement or at such later time as may be mutually agreed by the Issuer and the Distributors, which in no event shall be later than the time at which the Distributors commence solicitation of purchases of Securities hereunder, such time and date being herein called the "**Closing Date**". For purposes of Rule 15c6-1 under the Securities Exchange Act of 1934, the settlement date (if later than the otherwise applicable settlement date) shall be the date for payment of funds and delivery of securities for all the Securities sold pursuant to an offering of Securities having identical terms (including the issue date) and terms of sale (whether or not set forth in a single Terms Agreement).

(f) In the event that an amount in excess of 10% in the aggregate of the final net proceeds from any sale of Securities is used to pay indebtedness owed to affiliates of any Distributor, the Issuer shall inform the Distributor of such use of proceeds, and any such sale of Securities will be made in accordance with Rule 2710(c)(8) of the NASD Conduct Rules.

(g) Each Distributor, on behalf of itself and each of its affiliates that participates in the initial distribution of the Securities, severally represents to and agrees with the Issuer that:

(i) it will comply with all applicable laws and regulations in force in any jurisdiction outside the United States in which it purchases, offers, sells or delivers any Securities or possesses or distributes the Prospectus and any amendment or supplement thereto or any other offering material with respect to the Securities and will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the Securities under the laws and regulations in force in any jurisdiction outside the United States to which it is subject or in which it makes purchases, offers or sales of the Securities and neither the Issuer nor any other Distributor will have responsibility for these matters;

(ii) (A) in relation to Securities which have a maturity of one year or more, it has not offered or sold and, before the expiration of the period of six months from the issue date of such Securities, will not offer or sell any such Securities to persons in the United Kingdom, except to those persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995; (B) it has only communicated or caused to be communicated and will only communicate or cause to be

communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and (C) it has complied and will comply with all applicable provisions of the FSMA, with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom;

(iii) the Securities may not be offered, sold, transferred or delivered in or from The Netherlands, as part of their initial distribution or as part of any re-offering, and neither the Prospectus, including any amendment or supplement thereto, nor any other document in respect of the offering of the Securities may be distributed or circulated in The Netherlands, other than to individuals or legal entities which include, but are not limited to, banks, brokers, dealers, institutional investors and undertakings with a treasury department, who or which trade or invest in securities in the conduct of a business or profession;

(iv) it has not offered or sold, and will not offer or sell, directly or indirectly, any of the Securities in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to any other person for reoffering or resale, directly or indirectly, in Japan or to any resident of Japan, except in compliance with the Securities and Exchange Law of Japan and other relevant laws and regulations of Japan; and

(v) it is aware that no German selling prospectus (*Verkaufsprospekt*) has been or will be published with respect to the Securities and it will comply with the Securities Selling Prospectus Act (the "**German Act**") of Germany (*Wertpapier Verkaufsprospektgesetz*) and, in particular, will not engage in any public offering (*öffentliche Angebot*) within the meaning of the German Act or other selling activities in Germany with respect to the Securities otherwise than in accordance with the German Act and any other act replacing or supplementing the German Act and all other applicable laws and regulations.

(h) Each Distributor authorizes the Issuer and each of the Issuer's employees, representatives or other agents to disclose to any and all persons, without limitation of any kind, (i) the tax treatment and tax structure relating to the issue and sale from time to time by the Issuer of the Securities and (ii) all materials of any kind, including opinions or other tax analyses, that are provided to the Issuer by such Distributor relating to such tax treatment and tax structure; *provided* that the foregoing authorization shall not be construed to permit any other person to rely on any such tax opinion or analysis unless such reliance is expressly authorized in writing by such Distributor.

4 Certain Agreements of the Issuer. The Issuer agrees with the Distributors that it will furnish to Sullivan & Cromwell LLP, counsel for the Distributors, one conformed copy of the Registration Statement, including all exhibits, in the form it became effective and of all amendments thereto and that, in connection with each offering of Securities,

(a) The Issuer will prepare a Pricing Supplement, in substantially the forms set forth in Exhibits D-1, D-2 and D-3 hereto or as otherwise agreed to by the parties, with respect to any Securities to be offered and sold to or through one or more Distributors pursuant to this Agreement and, after approval of such Pricing Supplement

by such Distributor or Distributors, will file such Pricing Supplement with the Commission pursuant to and in accordance with Rule 424(b) under the Act.

(b) The Issuer will advise each Distributor promptly of any proposal to amend or supplement the Registration Statement or the Prospectus and will afford the Distributors a reasonable opportunity to comment on any such proposed amendment or supplement (other than by a filing of (i) any Current Report on Form 8-K, any Quarterly Report on Form 10-Q and any Annual Report on Form 10 K, (ii) any prospectus supplement that does not relate to Securities and (iii) any Pricing

Supplement that relates to Securities not purchased through or by such Distributor), and if the Issuer effects any amendment or supplementation of the Registration Statement or the Prospectus to which a Distributor objects, such Distributor shall be relieved of its obligations under Section 3(b) to solicit offers to purchase Securities until such time as the Issuer shall have filed such further amendments or supplements such that such Distributor is reasonably satisfied with the Registration Statement and the Prospectus, as then amended or supplemented; and the Issuer will also advise each Distributor promptly of the filing and effectiveness of any such amendment or supplement and of the institution by the Commission of any stop order proceedings in respect of the Registration Statement or of any part thereof and will use its best efforts to prevent the issuance of any such stop order and to obtain as soon as possible its lifting, if issued.

(c) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act, any event occurs as a result of which the Prospectus, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or if it is necessary at any such time to amend the Prospectus to comply with the Act, the Issuer will promptly notify each Distributor by telephone (with confirmation in writing) to suspend solicitation of offers to purchase the Securities and to cease making offers or sales of Securities which a Distributor may then own as principal; and if the Issuer shall decide to amend or supplement the Registration Statement or the Prospectus, it will promptly advise each Distributor by telephone (with confirmation in writing) and, subject to the provisions of subsections (a) and (b) of this Section, will promptly prepare and file with the Commission an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Notwithstanding the foregoing, if, at the time any such event occurs or it becomes necessary to amend the Prospectus to comply with the Act, any Distributor shall own any of the Securities with the intention of reselling them, or the Issuer has accepted an offer to purchase Securities but the related settlement has not occurred, the Issuer, subject to the provisions of subsection (a) of this Section, will promptly prepare and file with the Commission an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither the Distributors' consent to, nor their delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 5.

(d) The Issuer will file promptly all documents required to be filed with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act.

(e) The Issuer will immediately notify each Distributor of any downgrading in the rating of any debt securities or preferred stock of the Issuer by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act), or any public announcement that any such organization has under surveillance or review its rating of any debt securities or preferred stock of the Issuer (other than an announcement with positive implications of a possible upgrading, and no

implication of a possible downgrading of such rating), as soon as the Issuer learns of such downgrading, proposal to downgrade or public announcement.

(f) As soon as practicable, but not later than 16 months after the date of each acceptance by the Issuer of an offer to purchase Securities hereunder, the Issuer will make generally available to its securityholders an earnings statement covering a period of at least 12 months beginning after the later of (i) the effective date of the registration statement relating to the Registered Securities, (ii) the effective date of the most recent post-effective amendment to the Registration Statement to become effective prior to the date of such acceptance and (iii) the date of the Issuer's most recent Annual Report on Form 10-K filed with the Commission prior to the date of such acceptance, which will satisfy the provisions of Section 11(a) of the Act.

(g) The Issuer will furnish to each Distributor copies of the Registration Statement, including all exhibits, any related preliminary prospectus, any related preliminary prospectus supplement, the Prospectus and all amendments and supplements to such documents (including any Pricing Supplement), in each case as soon as available and in such quantities as are reasonably requested.

(h) The Issuer will arrange for the qualification of the Securities for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Distributors designate and will continue such qualifications in effect so long as required for the distribution.

(i) The Issuer will pay, or reimburse each Distributor for, all reasonable expenses incident to the performance of its obligations under this Agreement and will reimburse each Distributor for any expenses (including reasonable fees and disbursements of counsel) incurred by it in connection with qualification of the Securities for sale and determination of their eligibility for investment under the laws of such jurisdictions as such Distributor may designate and the printing of memoranda relating thereto, for any fees charged by investment rating agencies for the rating of the Securities, for any filing fee incident to review by the National Association of Securities Dealers, Inc. relating to the Securities, for reasonable expenses incurred by each Distributor in distributing the Prospectus and all supplements thereto (including any Pricing Supplement), any preliminary prospectuses and any preliminary prospectus supplements to such Distributor, for reasonable costs incurred by each Distributor in advertising any offering of Securities and for the reasonable fees and disbursements of Sullivan & Cromwell LLP, counsel to the Distributors, incurred in connection with the establishment or maintenance of the program contemplated by this Agreement.

(j) If specified in the applicable Terms Agreement, between the date on which any Distributor agrees to purchase Securities from the Issuer as principal for resale and the date of delivery of such Securities, the Issuer will not offer or sell, or enter into any agreement to sell, pledge, or otherwise dispose of, directly or indirectly, any of its debt securities (other than such Securities) in the United States, other than borrowings under the Issuer's revolving credit agreements and lines of credit, the private placement of securities and issuances of its commercial paper, without the prior written consent of such Distributor.

5 Conditions of Obligations. The obligations of each Distributor, as agent of the Issuer, under this Agreement or any Terms Agreement at any time to solicit offers to purchase the Securities and to purchase Securities from the Issuer as principal is subject to the accuracy, on the date hereof, on each Representation Date and on the date of each such solicitation and any settlement date related to such an offer, of the representations and warranties of the Issuer herein, to the accuracy, on each such date, of the statements of the Issuer's officers made pursuant

to the provisions hereof, to the performance, on or prior to each such date, by the Issuer of its obligations hereunder, and to each of the following additional conditions precedent:

(a) The Prospectus, as amended or supplemented as of any Representation Date or date of such solicitation, as the case may be, shall have been filed with the Commission in accordance with the Rules and Regulations and no stop order suspending the effectiveness of the Registration Statement or of any part thereof shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of the Issuer or any Distributor, shall be contemplated by the Commission.

(b) Neither the Registration Statement nor the Prospectus, as amended or supplemented as of any Representation Date or date of such solicitation, as the case may be, shall contain any untrue statement of a material fact or omit to state a material fact which is required to be stated therein or necessary to make the statements therein not misleading.

(c) There shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or other), business, properties or results of operations of the Issuer or its subsidiaries which, in the judgment of such Distributor, is material and adverse and makes it impractical or inadvisable to proceed with completion of the public offering or the sale of and payment for the Securities; (ii) any downgrading in the rating of any debt securities or preferred stock of the Issuer by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act), or any public announcement that any such organization has under surveillance or review its rating of any debt securities or preferred stock of the Issuer (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (iii) any suspension or material limitation of trading in securities generally on the New York Stock Exchange, or any setting of minimum prices for trading on such exchange, or any suspension of trading of any securities of the Issuer on the New York Stock Exchange; (iv) any banking moratorium declared by U.S. Federal or New York authorities; (v) any material disruption in commercial banking or securities settlement or clearance services in the United States or with respect to the clearing systems operated by Clearstream Banking S.A. or Euroclear Bank S.A./N.V., as operator of the Euroclear System in Europe if, in the reasonable judgment of such Distributor, the effect of any such disruption makes it impractical or inadvisable to proceed with completion of the public offering or the sale and payment for the Securities; or (vi) any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by Congress or any other substantial national or international calamity or emergency if, in the reasonable judgment of such Distributor, the effect of any such outbreak, escalation, declaration, calamity or emergency makes it impractical or inadvisable to proceed with solicitations of offers to purchase, or sales of, Securities.

(d) With respect to any Security denominated in a currency other than the U.S. dollar, more than one currency or a composite currency or any Security the principal or interest of which is indexed to such currency, currencies or composite currency, there shall not have occurred a suspension or material limitation in foreign exchange trading in such currency, currencies or composite currency, a general moratorium on commercial banking activities in the country or countries issuing such currency, currencies or composite currency, the outbreak or escalation of hostilities involving, the occurrence of any material adverse change in the existing financial, political or economic conditions of, or the declaration of war or a national emergency by, the country or countries issuing such currency, currencies or composite currency or the imposition or proposal of exchange controls by any governmental authority in the country or countries issuing such currency, currencies or composite currency.

(e) At the Closing Date and, if specified in a Terms Agreement, at the time of delivery of the Securities described in such Terms Agreement, the Distributors or each Purchasing Distributor, as the case may be, shall have received

(1) an opinion, dated the Closing Date, or such date of delivery, as the case may be, of the General Counsel for the Issuer, substantially as set forth in Exhibit E-1 hereto; and

(2) an opinion, dated the Closing Date, or such date of delivery, as the case may be, of Davis Polk & Wardwell, counsel for the Issuer, substantially as set forth in Exhibit E-2 hereto.

(f) At the Closing Date and, if specified in a Terms Agreement, at the time of delivery of the Securities described in such Terms Agreement, the Distributors or each Purchasing Distributor, as the case may be, shall have received a certificate, dated the Closing Date or such date of delivery, as the case may be, of the President or any Vice President and a principal financial or accounting officer of the Issuer in which such officers, to the best of their knowledge, shall state that (i) the representations and warranties of the Issuer in this Agreement are true and correct, (ii) the Issuer has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date or such date of delivery, as the case may be, (iii) no stop order suspending the effectiveness of the Registration Statement or of any part thereof has been issued and no proceedings for that purpose have been initiated or are contemplated by the Commission, and (iv) subsequent to the date of the most recent financial statements in the Prospectus, there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or otherwise), business, properties or results of operations of the Issuer and its subsidiaries, taken as a whole, except as set forth in or contemplated by the Prospectus or as described in such certificate. In the case of each such certificate delivered pursuant to a Terms Agreement, the statements contained in such certificate relating to the Registration Statement or the Prospectus shall relate to the Registration Statement or the Prospectus, as the case may be, as amended or supplemented as of the date of the Issuer's acceptance of the offer to purchase such Securities and as of the time of delivery of such Securities.

(g) At the Closing Date and, if specified in a Terms Agreement, at the time of delivery of the Securities described in such Terms Agreement, the Distributors or each Purchasing Distributor, as the case may be, shall have received a letter, dated the Closing Date or such date of delivery, as the case may be, of PricewaterhouseCoopers LLP, confirming that they are independent public accountants within the meaning of the Act and the applicable published Rules and Regulations thereunder and stating to the effect that:

(i) in their opinion, the financial statements and schedules and summary of earnings, if any, examined by them and included in the Prospectus comply as to form in all material respects with the applicable accounting requirements of the Act and the related Rules and Regulations adopted by the Commission;

(ii) they have performed the procedures specified by the American Institute of Certified Public Accountants for a review of interim financial information as described in Statement of Auditing Standards No. 71, Interim Financial Information, on any unaudited financial statements included in the Registration Statement;

(iii) on the basis of the review, if any, referred to in clause (ii) above, a reading of the latest available interim financial statements of the Issuer, inquiries of officials of the Issuer who have responsibility for financial and accounting matters and other specified procedures, nothing came to their attention that caused them to believe that:

(A) the unaudited financial statements, if any, and any summary of earnings included in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Securities Exchange Act of 1934 as it applies to Form 10-Q and the related Rules and Regulations adopted by the Commission or any material modifications should be made to such unaudited financial statements and summary of earnings for them to be in conformity with generally accepted accounting principles;

(B) at the date of the latest available balance sheet read by such accountants, or at a subsequent specified date not more than three business days prior to the date of this Agreement, there was any change in the capital stock or any increase in long-term debt of the Issuer and its consolidated subsidiaries or, at the date of the latest available balance sheet read by such accountants, there was any decrease in consolidated net current assets, net assets or stockholders' equity, as compared with amounts shown on the latest balance sheet included in the Prospectus; or

(C) for the period from the closing date of the latest available income statement included in the Prospectus to the closing date of the latest available income statement read by such accountants there were any decreases, as compared with the corresponding period of the previous year and with the period of corresponding length ended the date of the latest income statement included in the Prospectus, in consolidated total revenues, income from continuing operations before taxes or net income;

except in all cases set forth in clauses (B) and (C) above, for changes, increases or decreases which the Prospectus discloses have occurred or may occur or which are described in such letter; and

(iv) they have compared specified dollar amounts (or percentages derived from such dollar amounts) and other financial information contained in the Registration Statement (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of the Issuer and its subsidiaries subject to the internal controls of the Issuer's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter and have found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter.

All financial statements and schedules included in material incorporated by reference into the Prospectus shall be deemed included in the Prospectus for purposes of this subsection.

In the case of each such letter delivered pursuant to a Terms Agreement, the statements contained in such letter relating to the Registration Statement or the Prospectus shall relate to the Registration Statement or the Prospectus, as the case may be, as amended or

supplemented as of the date of the Issuer's acceptance of the offer to purchase such Securities, as the case may be, and as of the time of delivery of such Securities.

(h) At the Closing Date, the Distributors shall have received from Sullivan & Cromwell LLP, counsel for the Distributors, such opinion or opinions, dated the Closing Date, with respect to the incorporation of the Issuer, the validity of the Securities, the Registration Statement, the Prospectus and other related matters as the Distributors may reasonably require, and the Issuer shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(i) The Issuer shall have furnished to the Distributors or their counsel such further certificates and documents as the Distributors or such counsel reasonably request.

The Issuer will furnish the Distributors with such conformed copies of such opinions, certificates, letters and documents as they reasonably request.

6 Additional Covenants of the Issuer. The Issuer agrees that:

(a) Each acceptance by the Issuer of an offer for the purchase of Securities shall be deemed to be an affirmation that its representations and warranties contained in this Agreement are true and correct at the time of such acceptance and a covenant that such representations and warranties will be true and correct at the time of delivery to the purchaser of the Securities as though made at and as of each such time, it being understood that such representations and warranties shall relate to the Registration Statement and the Prospectus as amended or supplemented at each such time. Each such acceptance by the Issuer of an offer to purchase Securities shall be deemed to constitute an additional representation, warranty and agreement by the Issuer that, as of the date of delivery of such Securities to the purchaser thereof, after giving effect to the issuance of such Securities, of any other Securities to be issued on or prior to such delivery date and of any other Registered Securities to be issued and sold by the Issuer on or prior to such delivery date, the aggregate amount of Registered Securities (including any Securities) which have been issued and sold by the Issuer will not exceed the amount of Registered Securities registered pursuant to the Registration Statement.

(b) At each Selected Representation Date (as defined below), the Issuer shall, (A) concurrently with such amendment or supplement, if such amendment or supplement shall occur at a Marketing Time, or (B) immediately at the next Marketing Time if such amendment or supplement shall not occur at a Marketing Time, furnish the Distributors with a certificate, dated the date of delivery thereof, of the President or any Vice President and a principal financial or accounting officer of the Issuer, in form reasonably satisfactory to the Distributors, to the effect that the statements contained in the certificate covering the matters set forth in Section 5(f) hereof which was last furnished to the Distributors pursuant to Section 5(f) or this Section 6(b) are true and correct at the time of such amendment or supplement, as though made at and as of such time or, in lieu of such certificate, a certificate of the same tenor as the certificate referred to in Section 5(f); *provided*, *however*, that any certificate furnished under this Section 6(b) shall relate to the Registration Statement and the Prospectus as amended or supplemented at the time of delivery of such certificate and, in the case of the matters set forth in clause (ii) of Section 5(f), to the time of delivery of such certificate. A "**Selected Representation Date**" shall mean each time that the Registration Statement or the Prospectus is amended or supplemented (other than by the filing of (i) a Current Report on Form 8-K or a Quarterly Report on Form 10-Q, (ii) a Prospectus Supplement that does not relate to the Securities or (iii) a Pricing Supplement).

(c) At each Selected Representation Date referred to in Section 6(b) (other than the Selected Representation Dates on which the Registration Statement or the Prospectus is amended or supplemented solely to include additional financial information), and as specified in a Terms Agreement with respect to the opinion referred to in Section 5(e)(1) hereof, the Issuer shall, (A) concurrently if such Selected Representation Date shall occur at a Marketing Time, or (B) immediately at the next Marketing Time if such Selected Representation Date shall not occur at a Marketing Time, furnish the Distributors with a written opinion or opinions, dated the date of such Selected Representation Date, of counsel for the Issuer, in form reasonably satisfactory to the Distributors, to the effect set forth in Section 5(e) hereof; *provided*, *however*, that to the extent appropriate such opinion or opinions may reconfirm matters set forth in a prior opinion or opinions delivered at the Closing Date or under this Section 6(c); *provided*, *further*, that any opinion or opinions furnished under this Section 6(c) shall relate to the Registration Statement and the Prospectus as amended or supplemented at such Selected Representation Date and shall state that the Securities sold in the relevant Applicable Period (as defined below) have been duly executed, authenticated, issued and delivered and constitute valid and legally binding obligations of the Issuer enforceable in accordance with their terms, subject only to the exceptions set forth in clauses (i) and (ii) of Exhibit E-2 as to bankruptcy, insolvency, reorganization and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles, and conform to the description thereof contained in the Prospectus as amended or supplemented at the relevant date or dates for the delivery of such Securities to the purchaser or purchasers thereof. For the purpose of this Section 6(c), "**Applicable**

Period" shall mean with respect to any opinion delivered on a Selected Representation Date the period commencing on the date as of which the most recent prior opinion delivered at the Closing Date or under this Section 6(c) speaks and ending on such Selected Representation Date.

(d) At each Representation Date referred to in Section 2(b) on which the Registration Statement or the Prospectus shall be amended or supplemented to include additional financial information (other than a Representation Date arising from the filing of (i) a Current Report on Form 8-K which relates solely to summary quarterly earnings information, (ii) a Current Report on Form 8-K which contains only financial statements of businesses acquired by the Issuer, (iii) a Prospectus Supplement that does not relate to the Securities or (iv) a Pricing Supplement), the Issuer shall cause PricewaterhouseCoopers LLP (A) concurrently if such Representation Date shall occur at a Marketing Time, or (B) immediately at the next Marketing Time if such Representation Date shall not occur at a Marketing Time, to furnish the Distributors with a letter, addressed jointly to the Issuer and the Distributors and dated the date of such Representation Date, in form and substance reasonably satisfactory to the Distributors, to the effect set forth in Section 5(g)hereof; *provided*, *however*, that to the extent appropriate such letter may reconfirm matters set forth in a prior letter delivered at the Closing Date or pursuant to this Section 6(d); *provided*, *further*, that any letter furnished under this Section 6(d) shall relate to the Registration Statement and the Prospectus as amended or supplemented at such Representation Date, with such changes as may be necessary to reflect changes in the financial statements and other information derived from the accounting records of the Issuer.

(e) The Issuer agrees that any obligation of a person who has agreed to purchase Securities and to make payment for and take delivery of such Securities shall be subject to (i) the accuracy, on the related settlement date fixed pursuant to the Procedures, of the Issuer's representation and warranty deemed to be made to the Distributors pursuant to the last sentence of subsection (a) of this Section 6, and (ii) the satisfaction, on such settlement date, of each of the conditions set forth in Sections 5(a), (b) and (c), it being understood that any reference to a Distributor therein shall be deemed a reference to such person for purposes of this Section (e) and under no circumstance shall any

Distributor have any duty or obligation to exercise the judgment permitted under Section 5(b) or (c) on behalf of any such person.

7 Indemnification and Contribution.

(a) The Issuer will indemnify and hold harmless each Distributor against any losses, claims, damages or liabilities, joint or several, to which such Distributor may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, the Prospectus, or any amendment or supplement thereto, or any related preliminary prospectus or preliminary prospectus supplement, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Distributor for any legal or other expenses reasonably incurred by such Distributor in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; *provided*, *however*, that the Issuer will not be liable to such Distributor in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents in reliance upon and in conformity with written information furnished to the Issuer by such Distributor specifically for use therein, unless such loss, claim, damage or liability arises out of the offer or sale of Securities occurring after the Distributor has timely notified the Issuer in writing that such information should no longer be used therein.

(b) Each Distributor will severally and not jointly indemnify and hold harmless the Issuer against any losses, claims, damages or liabilities to which the Issuer may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, the Prospectus or any amendment or supplement thereto, or any related preliminary prospectus or preliminary prospectus supplement, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Issuer by such Distributor specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by the Issuer in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred, unless such loss, claim, damage or liability arises out of the offer or sale of Securities occurring after the Distributor has timely notified the Issuer in writing that such information should no longer be used therein.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a) or (b) above, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel of its own choosing. Subject to the following sentence, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. The indemnified party will have the right to employ its own

counsel in any such action, but the fees, expenses and other charges of such counsel will be at the expense of such indemnified party unless the indemnified party has reasonably concluded (based on the advice of counsel) that a conflict or potential conflict exists between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party). In no event shall the indemnifying party be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement or compromise of, or consent to the entry of judgment with respect to, any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless (i) such settlement includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 7 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and any Distributor on the other from the offering pursuant to this Agreement of the Securities which are the subject of the action or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuer on the one hand and any Distributor on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and any Distributor on the other shall be deemed to be in the same proportions as the total net proceeds from the offering pursuant to this Agreement of the Securities which are the subject of the action (before deducting expenses) received by the Issuer bear to the total

discounts and commissions received by such Distributor from the offering of such Securities pursuant to this Agreement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or such Distributor and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Distributor shall be required to contribute any amount in excess of the amount by which the total price at which the Securities which are the subject of the action and which were distributed to the public through it pursuant to this Agreement or upon resale of Securities purchased by it from the Issuer exceeds the amount of any damages which such Distributor has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of each Distributor in this subsection (d) to contribute are several, in the same proportion which the amount of the Securities which are the subject of the action and which were distributed to the public through such Distributor pursuant to this Agreement bears to the total amount of such Securities distributed to the public through all of the Distributors pursuant to this Agreement, and not joint.

(e) The obligations of the Issuer under this Section 7 shall be in addition to any liability which the Issuer may otherwise have and shall extend, upon the same terms and

conditions, to each person, if any, who controls each Distributor within the meaning of the Act; and the obligations of each Distributor under this Section 7 shall be in addition to any liability which each Distributor may otherwise have and shall extend, upon the same terms and conditions, to each director of the Issuer, to each officer of the Issuer who has signed the Registration Statement and to each person, if any, who controls the Issuer within the meaning of the Act.

8 Status of Each Distributor. In soliciting offers to purchase the Securities from the Issuer pursuant to this Agreement and in assuming its other obligations hereunder (other than any obligation to purchase Securities pursuant to Section 3 hereof), each Distributor is acting individually and not jointly and is acting solely as agent for the Issuer and not as principal. In connection with the placement of any Securities by a Distributor, acting as agent, (a) each Distributor will make reasonable best efforts to assist the Issuer in obtaining performance by each purchaser whose offer to purchase Securities from the Issuer has been solicited by such Distributor and accepted by the Issuer, but such Distributor shall have no liability to the Issuer in the event any such purchase is not consummated for any reason; and (b) if the Issuer shall default on its obligations to deliver Securities to a purchaser whose offer it has accepted, the Issuer (i) shall hold the Distributors harmless against any loss, claim or damage arising from or as a result of such default by the Issuer, and (ii) shall pay to the Distributors any commission to which they would be entitled in connection with such sale.

9 Survival of Certain Representations and Obligations. The respective indemnities, agreements, representations, warranties and other statements of the Issuer or its officers and of the Distributors set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Distributor, the Issuer or any of their respective representatives, officers or directors or any controlling person and will survive delivery of and payment for the Securities. If this Agreement is terminated pursuant to Section 10 or for any other reason or if for any reason the sale of Securities described in a Terms Agreement referred to in Section 3 by the Issuer to a Distributor is not consummated, the Issuer shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 4(i) and the obligations of the Issuer under Section 4(f) and the respective obligations of the Issuer and the Distributors pursuant to Section 7 shall remain in effect. In addition, if any such termination of this Agreement shall occur either (i) at a time when any Distributor shall own any of the Securities with the intention of reselling them or (ii) after the Issuer has accepted an offer to purchase Securities and prior to the related settlement, the obligations of the Issuer under the second sentence of Section 4(c), under Sections 4(a), 4(b), 4(d), 4(e), 4(g), 4(h) and 4(j) and, in the case of a termination occurring as described in (ii) above, under Sections 3(b)(vii), 6(a) and 6(e) and under the last sentence of Section 8, shall also remain in effect.

10 Termination. This Agreement may be terminated for any reason at any time by the Issuer as to any Distributor or, in the case of any Distributor, by such Distributor insofar as this Agreement relates to such Distributor, upon the giving of one day's written notice of such termination to the other parties hereto; *provided*, *however*, that, subject to the provisions of Section 5, this Agreement may not be terminated with respect to a Distributor by the giving of such notice following the execution by the Issuer and such Distributor of a Terms Agreement referred to in Section 3 relating to the purchase of Securities by or through such Distributor and prior to delivery of the Securities described in such Terms Agreement. Any settlement with respect to Securities placed by a Distributor on an agency basis occurring after termination of this Agreement shall be made in accordance with the Procedures and each Distributor agrees, if requested by the Issuer, to take the steps therein provided to be taken by such Distributor in connection with such settlement.

11 Sales of Securities Denominated in a Currency other than U.S. Dollars or of Indexed Securities. If at any time the Issuer and any of the Distributors shall determine to issue and sell Securities denominated in a currency other than U.S. dollars, which other currency

may include a currency unit, or with respect to which an index is used to determine the amounts of payments of principal and any premium and interest, the Issuer and any such Distributor may execute and deliver a supplement to this Agreement for the purpose of making any appropriate additions to and modifications of the terms of this Agreement (and the Procedures) applicable to such Securities and the offer and sale thereof. The Distributors are authorized to solicit offers to purchase Securities with respect to which an index is used to determine the amounts of payments of principal and any premium and interest, and the Issuer shall agree to any sales of such Securities (whether offered on any agency or principal basis), only in a minimum aggregate amount of $2,500,000. The Issuer will not issue Securities denominated in Yen otherwise than in compliance with applicable Japanese laws, regulations and policies. In particular, the Issuer or its designated agent shall submit such reports or information as may be required from time to time by applicable law, regulations and guidelines promulgated by Japanese governmental and regulatory authorities in the case of the issue and purchase of the Securities and the Issuer shall ensure that each such Security shall have a minimum denomination of ¥1,000,000 and a minimum maturity of one year or such other minimum denomination and maturity as may be allowed from time to time by Japanese governmental and regulatory authorities.

12 Notices. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Distributors shall be directed to their respective addresses set forth in Exhibit F hereto; and notices to the Issuer shall be directed to it at World Headquarters, Stamford, Connecticut 06926, Attention: Dessa Bokides (facsimile no. ( )), with a copy to the General Counsel (facsimile no. ( )); or in the case of any party hereto, to such other address or person as such party shall specify to each other party by a notice given in accordance with the provisions of this Section 12. Any such notice shall take effect at the time of receipt.

13 Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto, their respective successors, the officers and directors and controlling persons referred to in Section 7 and, to the extent provided in Section 6(e), any person who has agreed to purchase Securities from the Issuer, and no other person will have any right or obligation hereunder.

14 Counterparts. This Agreement and any Terms Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

15 Applicable Law. This Agreement and any Terms Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws.

The Issuer hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or any Terms Agreement or the transactions contemplated hereby or thereby.

If the foregoing correctly sets forth our agreement, please indicate your acceptance hereof in the space provided for that purpose below.

Very truly yours,

PITNEY BOWES INC.

By: /s/ Dessa M. Bokides
Name: Dessa M. Bokides
Title: Vice President & Treasurer

CONFIRMED AND ACCEPTED, as of the date first above written:

J.P. MORGAN SECURITIES INC.

By: /s/ Jose C. Padilla
Name: Jose C. Padilla
Title: Vice President

ABN AMRO INCORPORATED

By: /s/ Paul Hatton
Name: Paul Hatton
Title: Director

BARCLAYS CAPITAL INC.

By: /s/ Pamela Kendall
Name: Pamela Kendall
Title: Director

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Eric Levengood
Name: Eric Levengood
Title: Vice President

DEUTSCHE BANK SECURITIES INC.

By: /s/ Scott Flieger
Name: Scott Flieger
Title: Managing Director

By: /s/ Matthew Siracuse
Name: Matthew Siracuse
Title: Director

GOLDMAN, SACHS & CO.

/s/ Goldman, Sachs & Co.
(Goldman, Sachs & Co.)

MORGAN STANLEY & CO. INCORPORATED

By: /s/ Michael Fusco
Name: Michael Fusco
Title: Executive Director

Exhibit 4.1

PITNEY BOWES INC.

and

SUNTRUST BANK

as Trustee

SUPPLEMENTAL INDENTURE No. 1

Dated as of April 18, 2003

(Supplemental to Indenture
dated as of February 15, 2002)

SUPPLEMENTAL INDENTURE No. 1 dated as of April 18, 2003 between PITNEY BOWES INC., a corporation duly organized and existing under the laws of the State of Delaware (the "**Company**") and SUNTRUST BANK, a bank and trust company duly organized and existing under the laws of the State of Georgia, as trustee (the "**Trustee**").

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture dated as of February 15, 2002 between the Company and the Trustee (the "**Indenture**") providing for the issuance by the Company from time to time of its unsecured notes or other evidences of indebtedness to be issued in one or more series (the "**Securities**") up to such principal amount or amounts as may from time to time be authorized in or pursuant to one or more resolutions of the Board of Directors of the Company; and

WHEREAS, Sections 9.01 (e) and (j) of the Indenture provide that the Company and the Trustee may enter into a supplemental indenture without the consent of the Holders of Securities in order to (i) add to, change or eliminate any provision of the Indenture in respect of one or more series of Securities; *provided* that such action shall neither apply to Securities of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor modify the rights of the Holders of such Securities with respect to such provision or (ii) correct or supplement any provision of the Indenture, or to make any other provision with respect to matters or questions arising under the Indenture; *provided* that such action shall not adversely affect the interests of the Holders of Securities of any series in any material respect; and

WHEREAS, all acts and things necessary to make this Supplemental Indenture No. 1 a valid agreement of the Company according to its terms, have been done and performed, and the execution and delivery of this Supplemental Indenture No. 1 have in all respects been duly authorized.

NOW, THEREFORE, WITNESSETH:

That in order to declare certain terms pertaining to the Securities issued after the date hereof and in consideration of the promises herein contained, the Company and the Trustee hereby agree:

Section 1. For all purposes of this Supplemental Indenture No. 1, except as otherwise expressly provided or unless the context otherwise requires, all capitalized terms used and not defined herein that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Section 2. Section 1.01 of the Indenture is amended by deleting the defined term "**Agent Member**" in its entirety.

Section 3. Section 1.01 of the Indenture is amended by adding the phrase "or any other applicable statute or regulation," after the phrase "as amended," in the defined term "**Depositary**".

Section 4. Section 1.01 of the Indenture is amended and supplemented by adding the following definition therein, in the appropriate alphabetical sequence:

"**Common Depositary**" means a common depositary of Securities on behalf of Clearstream Banking, Société Anonyme and Euroclear Bank S.A./N.V., as operator of the Euroclear System, each in its capacity as Depositary.

Section 5. Section 2.02 of the Indenture is amended by deleting the legend in the last paragraph thereof and replacing such legend with the following:

"THIS SECURITY IS A SECURITY IN PERMANENT GLOBAL FORM AND IS REGISTERED IN THE NAME OF A [DEPOSITARY] [COMMON DEPOSITARY], OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH [DEPOSITARY] [COMMON DEPOSITARY], OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE."

Section 6. Section 3.01 of the Indenture is amended by replacing paragraph (k) thereof with the following:

"whether the Securities of the series are to be issuable in whole or in part in permanent global form, without coupons, and, if so, (i) the form of any legend or legends which shall be borne by any such permanent global Security in addition to or in lieu of that set forth in Section 2.02, (ii) any circumstances in addition to or in lieu of those set forth in Clause (2) of the last paragraph of Section 3.05 in which such permanent global Security may be exchanged in whole or in part for Securities registered, and in which any transfer of such permanent global Security in whole or in part may be registered, in the name of Persons other than a Depositary or a

Common Depositary for such permanent global Security, or a nominee thereof, and (iii) the Depositaries and/or the Common Depositary with respect to any such permanent global Security or Securities;"

Section 7. Section 3.05 of the Indenture is amended by replacing clauses (1) – (7) of the last paragraph thereof with the following:

"(1) Each permanent global Security authenticated under this Indenture shall be registered in the name of a Depositary or a Common Depositary designated for such permanent global Security, or anominee thereof, and delivered to such Depositary or Common Depositary, or a nominee thereof or custodian therefor, and each such permanent global Security shall constitute a single Security for all purposes of this Indenture.

(2) Notwithstanding any other provisions in this Indenture, no permanent global Security may be exchanged in whole or in part for Securities

registered, and no transfer of a permanent global Security in whole or in part may be registered, in the name of any Person other than a Depositary or a Common Depositary for such permanent global Security, or a nominee thereof, unless (a) the Depositary notifies the Company pursuant to Clause (4) of this Section that it is unwilling or unable to continue as Depositary for such permanent global Security, (b) at any time the Depositary ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation, (c) if the Company in its sole discretion determines pursuant to Clause (5) of this Section that such permanent global Security shall be so exchangeable or transferable and executes and delivers to the Security Registrar a Company Order providing that such permanent global Security shall be so exchangeable or transferable, (d) any event shall have occurred and be continuing which, after notice or lapse of time, or both, would become an Event of Default with respect to the securities of the series of which such permanent global Security is a part or (e) there shall exist such circumstances, if any, in addition or in lieu of the foregoing as have been specified for this purpose as contemplated by Section 3.01.

(3) Subject to Clause (2) above, any exchange of a permanent global Security for other Securities may be made in whole or in part, and all Securities issued in exchange for a permanent global Security or any portion thereof shall be registered in such names as the Depositary and/or the Common Depositary for such permanent global Security shall direct. The Trustee shall deliver such Securities to or as directed by the Persons in whose names such Securities are so registered.

(4) If at any time the Depositary for any Securities of a series represented by one or more global Securities notifies the Company that it is unwilling or unable to continue as Depositary for such Securities or if at any time the Depositary ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation, the Company shall appoint a successor Depositary with respect to such Securities. If such successor is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility (and in any event before the Depositary surrenders such global Security for exchange), the Company's election that such Securities be represented by one or more global Securities shall no longer be effective and the Company shall execute, and the Trustee, upon receipt of an Officers' Certificate for the authentication and delivery of definitive Securities of such series, will authenticate and deliver, Securities of such series in definitive registered form without coupons, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the global Security or Securities representing such Securities in exchange for such global Security or Securities.

(5) The Company may at any time and in its sole discretion determine that the Securities of any series issued in the form of one or more global Securities shall no longer be represented by a global Security or Securities. In

such event the Company will execute, and the Trustee, upon receipt of an Officers' Certificate for the authentication and delivery of definitive Securities of such series, will authenticate and deliver Securities of such series in definitive registered form, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the global Security or Securities representing such Securities, in exchange for such global Security or Securities.

(6) Subject to Clause (2) above, with respect to Securities represented by a global Security, the Depositary and/or the Common Depositary for such global Security may surrender such global Security in exchange, in whole or in part, for Securities of the same series in definitive registered form on such terms as are acceptable to the Company and such Depositary and/or Common Depositary. Thereupon, the Company shall execute, and the Trustee shall authenticate and deliver, without service charge,

(i) to the Person specified by such Depositary and/or Common Depositary, a new Security or Securities of the same series, of any authorized denomination as requested by such Person, in an aggregate principal amount equal to and in exchange for such Person's beneficial interest in the global Security; and

(ii) to such Depositary and/or Common Depositary, a new global Security in a denomination equal to the difference, if any, between the principal amount of the surrendered global Security and the aggregate principal amount of Securities authenticated and delivered pursuant to clause 3.05(6)(i) above.

Upon the exchange of a global Security for Securities in definitive registered form, in authorized denominations, such global Security shall be canceled by the Trustee.

(7) Every Security authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a permanent global Security or any portion thereof, whether pursuant to this Section, Section 3.04, 3.06, 9.06 or 11.07 or otherwise, shall be authenticated and delivered in the form of, and shall be, a permanent global Security, unless such Security is registered in the name of a Person other than a Depositary or a Common Depositary for such permanent global Security or a nominee thereof."

Section 8. This Supplemental Indenture No. 1 shall form a part of the Indenture for all purposes and every holder of Securities hereafter authenticated and delivered under the Indenture shall be bound hereby. The Indenture as supplemented by this Supplemental Indenture No. 1 is hereby in all respects ratified and confirmed.

Section 9. The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of same or for the validity or sufficiency of this Supplemental Indenture No. 1.

Section 10. This Supplemental Indenture No. 1 shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State.

Section 11. This Supplemental Indenture No. 1 may be executed in any number of counterparts, each of which shall be an original. Such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 1 to be duly executed, and their respective corporate seals to be hereunder affixed and attested, all as of the day and year first above written.

[Corporate Seal]

PITNEY BOWES INC.

By: /s/ Bruce P. Nolop
Name: Bruce P. Nolop
Title: Executive Vice President and Chief Financial Officer

By: /s/ Dessa M. Bokides
Name: Dessa M. Bokides
Title: Vice President and Treasurer

Attest:

/s/ Patricia M. Johnson
Title: Assistant Secretary

[Corporate Seal]

SUNTRUST BANK, as Trustee

By: /s/ Jack Ellerin
Name: Jack Ellerin
Title: Assistant Vice President