

**APPLICANT AGREEMENT TO BE BOUND BY THE XEROX BUSINESS  
SERVICES DISPUTE RESOLUTION PLAN AND RULES ("DRP")  
Otherwise Referred to as the Applicant Arbitration Agreement or "Agreement"**

I CONSENT TO THE EXCLUSIVE **FINAL AND BINDING RESOLUTION BY ARBITRATION UNDER THE DRP OF ALL DISPUTES (as defined in the DRP) INCLUDING LEGAL CLAIMS**, past, present or future, arising out of, relating to, or concerning my Xerox Business Services, LLC ("XBS") application for employment, terms and conditions of XBS employment, and/or separation or termination of XBS employment that (1) I may have against XBS including, by way of example, but not limited to, claims under tort, contract, quasi-contract, equitable or statutory theories or laws including, but not limited to claims of discrimination or harassment based on race, sex, religion, creed, color, marital status, sexual orientation, citizenship, national origin, age, veteran or military status, or disability status, or other legally protected characteristics, unlawful retaliation, including whistleblower retaliation, breach of contract, failure to pay wages (including overtime), wrongful discharge, constructive discharge, workers' compensation retaliation, defamation, infliction of emotional distress, promissory estoppel, equitable estoppel, negligence, negligent misrepresentation, fraud, invasion of privacy, claims for benefits, claims for violation of any federal, state or other governmental law, statute, regulation or ordinance, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Family Medical Leave Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act ("ERISA"), the Uniformed Services Employment Reemployment Rights Act ("USERRA"), the Worker Adjustment Retraining and Notification Act ("WARN"), and all claims for personal injury and death; and (2) XBS may have against me including, by way of example but not limited to, breach of fiduciary duty, tortious interference with contract or business relations, negligence, misappropriation of trade secrets, unfair competition, breach of contract (e.g., failure to repay amounts owing under a training or relocation agreement) and conversion (failure to return XBS money or property). Further, **the Arbitrator, and not any federal, state, or local court or agency shall have the exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including but not limited to any claim that all or part of this Agreement is void or voidable.** Notwithstanding the above, XBS and I agree that final and binding resolution by arbitration described above does not apply to claims (1) for workers' compensation benefits, for benefits under the On-The-Job Injury Program or for unemployment compensation benefits; (2) arising out of or related to any matters which applicable law precludes from being resolved by final and binding arbitration; or (3) which are governed by another XBS plan providing its own mandatory procedures for resolution of claims. All claims covered by this Agreement and the DRP may be referred to as Disputes.

TO THE EXTENT ALLOWED UNDER THE LAW, AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR THE DRP, XBS AND I AGREE THAT:

- **DISPUTES WILL BE ARBITRATED RATHER THAN DECIDED BY A COURT OR JURY. I AM WAVING MY RIGHT TO A JUDGE OR JURY TRIAL.**
  - **DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WILL NOT BE JOINED OR CONSOLIDATED IN ARBITRATION WITH CLAIMS OR DISPUTES INVOLVING OTHER INDIVIDUALS.**
  - **THIS AGREEMENT AND THE DRP APPLY TO DISPUTES BETWEEN THE COMPANY AND ME BASED ON CLAIMS THAT AROSE BEFORE I EXECUTE THIS AGREEMENT AND/OR COMMENCE EMPLOYMENT, INCLUDING DISPUTES THAT ARE IN LITIGATION, INCLUDING PURPORTED OR ACTUAL CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION LITIGATION.**
  - **I WILL NOT INITIATE OR PARTICIPATE IN ARBITRATION OF A DISPUTE ON A CLASS, COLLECTIVE OR CONSOLIDATED BASIS, OR IN A REPRESENTATIVE CAPACITY.**
- Either of us may seek a preliminary injunction or temporary restraining order (“temporary relief”) in court for the limited purposes of preserving the status quo or returning the parties to their positions as they existed prior to any alleged improper conduct. A court’s authority to interpret this Agreement is limited to that necessary to decide the issue of preliminary or temporary injunctive relief.
- XBS may unilaterally modify or terminate this Agreement or the DRP by providing 30 days’ written notice, but no modification shall apply to a Dispute that was made known to XBS prior to the effective date of the modification and termination shall not apply to any claim that accrued prior to, or to any matter which is in litigation on, the effective date of the termination. I understand that this is the **only** way in which this Agreement and/or the DRP may be modified or terminated.

I understand that references in this Agreement to XBS include all XBS parent, subsidiary and affiliated entities, predecessors, and all of their directors, officers, Employees (as defined in the DRP), attorneys and agents, all benefit plans and their fiduciaries, agents and employees, and the successors and assigns of all such entities, plans and persons. This Agreement shall survive the termination of the latter of my applicant or employment relationship with XBS. The terms of this Agreement are severable. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the application of any other provision. Where possible, consistent with the purposes of the DRP, any otherwise invalid term or provision of this Agreement may be reformed and, as reformed, enforced.

The DRP is specifically incorporated by reference and more fully defines the employment-related Disputes covered and/or excluded by this Agreement, describes the procedures governing the dispute resolution process, and sets forth the remedies that I may obtain. This Agreement, together with the DRP, comprises the complete agreement between XBS and me on the subject of arbitration of Disputes and supersedes any prior or contemporaneous oral or written understandings on the subject. I am not relying on any representations regarding this Agreement or the DRP other than those set forth in this Agreement and the DRP.

**The promises by XBS and me to arbitrate Disputes constitute adequate and sufficient consideration to support this Agreement and the DRP. I understand that acceptance of this Agreement and the DRP are conditions of consideration of my application and any subsequent continued employment and that employment, if offered, constitutes additional consideration and/or consent to this Agreement.**

**I AGREE THAT BY SUBMITTING AN APPLICATION TO XBS, I AM ACCEPTING AND CONSENTING TO BE BOUND BY THIS AGREEMENT AND THE DRP, BEFORE, DURING, AND AFTER TERMINATION OF, MY EMPLOYMENT WITH XBS.**

**I UNDERSTAND THAT THIS AGREEMENT AND THE DRP AFFECT MY LEGAL RIGHTS BUT THAT ALL LEGAL REMEDIES AVAILABLE TO ME IN A COURT OF LAW ARE AVAILABLE TO ME IN ARBITRATION UNDER THE DRP.**

**I UNDERSTAND THAT THIS AGREEMENT AND THE DRP REQUIRE THAT DISPUTES REGARDING THE MATTERS SUBJECT TO THIS AGREEMENT AND THE DRP BE SUBMITTED TO ARBITRATION RATHER THAN TO A JUDGE AND/OR JURY IN COURT AND THAT BY AGREEING TO BE BOUND BY THE DRP I AM GIVING UP ANY RIGHT I MIGHT OTHERWISE POSSESS TO HAVE A JURY OR JUDGE TRIAL.**