As filed with the Securities and Exchange Commission on October 28, 2016

File No. 001-37817

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 5 to
Form 10

**GENERAL FORM FOR REGISTRATION OF SECURITIES
PURSUANT TO SECTION 12(b) OR 12(g)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Conduent Incorporated

(Exact name of registrant as specified in its charter)

New York **(State or Other Jurisdiction of Incorporation or Organization)**	**81-2983623** **(I.R.S. Employer Identification Number)**
233 Mount Airy Road, Suite 100 **Basking Ridge, New Jersey** **(Address of Principal Executive Offices)**	**07920** **(Zip Code)**

Registrant's telephone number, including area code:
(908) 758-1200

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

Title of Each Class to be so Registered	Name of Each Exchange on Which Each Class is to be Registered
Common Stock, par value $0.01	**New York Stock Exchange**

Securities to be registered pursuant to Section 12(g) of the Act:
None.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Conduent Incorporated
Information Required in Registration Statement
Cross-Reference Sheet Between the Information Statement and Items of Form 10

This Registration Statement on Form 10 incorporates by reference information contained in our Information Statement filed as Exhibit 99.1 to this Form 10. For your convenience, we have provided below a cross-reference sheet identifying where the items required by Form 10 can be found in the Information Statement.

Item No.	Caption	Location in Information Statement
1.	Business	See "Summary," "Risk Factors," "Cautionary Statement Concerning Forward-Looking Statements," "The Spin-Off," "Capitalization," "Business," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Where You Can Find More Information"
1A.	Risk Factors	See "Risk Factors" and "Cautionary Statement Concerning Forward-Looking Statements"
2.	Financial Information	See "Summary," "Risk Factors," "Capitalization," "Selected Historical Financial Data," "Unaudited Pro Forma Combined Financial Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations"
3.	Properties	See "Business—Facilities"
4.	Security Ownership of Certain Beneficial Owners and Management	See "Security Ownership of Certain Beneficial Owners and Management"
5.	Directors and Executive Officers	See "Management"
6.	Executive Compensation	See "Management" and "Compensation Discussion and Analysis"
7.	Certain Relationships and Related Transactions, and Director Independence	See "Risk Factors," "Management" and "Certain Relationships and Related Party Transactions"
8.	Legal Proceedings	See "Business—Legal Proceedings"
9.	Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters	See "The Spin-Off," "Dividend Policy," "Security Ownership of Certain Beneficial Owners and Management" and "Description of Our Capital Stock"
10.	Recent Sales of Unregistered Securities	See "Description of Our Capital Stock"
11.	Description of Registrant's Securities to be Registered	See "Description of Our Capital Stock"
12.	Indemnification of Directors and Officers	See "Description of Our Capital Stock" and "Certain Relationships and Related Party Transactions—Agreements with Xerox—Separation and Distribution Agreement"

Item No.	Caption	Location in Information Statement
13.	Financial Statements and Supplementary Data	See “Summary,” “Selected Historical Financial Data,” “Unaudited Pro Forma Combined Financial Statements” and “Index to Financial Statements” and the financial statements referenced therein
14.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	None
15.	Financial Statements and Exhibits	(a) Financial Statements See “Unaudited Pro Forma Combined Financial Statements” and “Index to Financial Statements” and the financial statements referenced therein (b) Exhibits See below

The following documents are filed as exhibits hereto:

Exhibit Number	**Exhibit Description**
2.1	Form of Separation and Distribution Agreement by and between Xerox Corporation and Conduent Incorporated**††
3.1	Form of Restated Certificate of Incorporation of Conduent Incorporated
3.2	Form of Amended and Restated By-Laws of Conduent Incorporated††
10.1	Form of Transition Services Agreement by and between Xerox Corporation and Conduent Incorporated**††
10.2	Form of Tax Matters Agreement by and between Xerox Corporation and Conduent Incorporated**
10.3	Form of Employee Matters Agreement by and between Xerox Corporation and Conduent Incorporated**†††
10.4	Form of Intellectual Property Agreement by and between Xerox Corporation and Conduent Incorporated**††
10.5	Form of Trademark License Agreement among Xerox Corporation, Xerox Overseas, Inc. and Conduent Incorporated**††
10.6	Agreement, dated January 28, 2016, among Xerox Corporation, Icahn Partners Master Fund LP, Icahn Partners LP, Icahn Onshore LP, Icahn Offshore LP, Icahn Capital LP, IPH GP LLC, Icahn Enterprises Holdings L.P., Icahn Enterprises G.P. Inc., Beckton Corp., High River Limited Partnership, Hopper Investments LLC, Barberry Corp., Jonathan Christodoro and Carl C. Icahn†
10.7	Letter Agreement dated June 10, 2016 between Xerox Corporation and Ashok Vemuri regarding compensation arrangements.
	Incorporated by reference to Exhibit 99.2 to Xerox Corporation's Current Report on Form 8-K dated June 14, 2016. See SEC File Number 001-04471.
10.8	Form of Conduent Incorporated Performance Incentive Plan††††
10.9	Form of Conduent Incorporated Equity Compensation Plan for Non-Employee Directors††††
10.10	Letter Agreement dated September 7, 2016 between Xerox Corporation and Jay Chu regarding compensation arrangements.††††
10.11	Letter Agreement dated September 29, 2016 between Xerox Corporation and Frederick Koury regarding compensation arrangements.††††
10.12	Letter Agreement dated July 22, 2016 between Xerox Corporation and J. Michael Peffer regarding compensation arrangements.††††
10.13	Letter Agreement dated September 6, 2016 between Xerox Corporation and Brian Webb-Walsh regarding compensation arrangements.††††
10.14	Exchange Agreement dated October 27, 2016 by and among Darwin Deason, Conduent Incorporated and Xerox Corporation.
21.1	List of subsidiaries of Conduent Incorporated
99.1	Preliminary Information Statement of Conduent Incorporated, subject to completion, dated October 28, 2016.
99.2	Form of Notice of Internet Availability of Information Statement Materials*

* To be filed by amendment.
** Conduent Incorporated hereby undertakes to furnish supplementally a copy of any omitted schedule or exhibit to such agreement to the U.S. Securities and Exchange Commission upon request.
† Previously filed on August 15, 2016.
†† Previously filed on September 26, 2016.
††† Previously filed on October 11, 2016.
†††† Previously filed on October 21, 2016.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this Amendment No. 5 to its Registration Statement on Form 10 to be signed on its behalf by the undersigned, thereunto duly authorized.

Conduent Incorporated

By: /s/ Brian Webb-Walsh

Name: Brian Webb-Walsh
Title: Vice President and Chief Financial Officer

Dated: October 28, 2016

EXHIBIT INDEX

Exhibit Number	Exhibit Description
2.1	Form of Separation and Distribution Agreement by and between Xerox Corporation and Conduent Incorporated**††
3.1	Form of Restated Certificate of Incorporation of Conduent Incorporated
3.2	Form of Amended and Restated By-Laws of Conduent Incorporated††
10.1	Form of Transition Services Agreement by and between Xerox Corporation and Conduent Incorporated**††
10.2	Form of Tax Matters Agreement by and between Xerox Corporation and Conduent Incorporated**
10.3	Form of Employee Matters Agreement by and between Xerox Corporation and Conduent Incorporated**†††
10.4	Form of Intellectual Property Agreement by and between Xerox Corporation and Conduent Incorporated**††
10.5	Form of Trademark License Agreement among Xerox Corporation, Xerox Overseas, Inc. and Conduent Incorporated**††
10.6	Agreement, dated January 28, 2016, among Xerox Corporation, Icahn Partners Master Fund LP, Icahn Partners LP, Icahn Onshore LP, Icahn Offshore LP, Icahn Capital LP, IPH GP LLC, Icahn Enterprises Holdings L.P., Icahn Enterprises G.P. Inc., Beckton Corp., High River Limited Partnership, Hopper Investments LLC, Barberry Corp., Jonathan Christodoro and Carl C. Icahn†
10.7	Letter Agreement dated June 10, 2016 between Xerox Corporation and Ashok Vemuri regarding compensation arrangements. Incorporated by reference to Exhibit 99.2 to Xerox Corporation's Current Report on Form 8-K dated June 14, 2016. See SEC File Number 001-04471.
10.8	Form of Conduent Incorporated Performance Incentive Plan††††
10.9	Form of Conduent Incorporated Equity Compensation Plan for Non-Employee Directors††††
10.10	Letter Agreement dated September 7, 2016 between Xerox Corporation and Jay Chu regarding compensation arrangements.††††
10.11	Letter Agreement dated September 29, 2016 between Xerox Corporation and Frederick Koury regarding compensation arrangements.††††
10.12	Letter Agreement dated July 22, 2016 between Xerox Corporation and J. Michael Peffer regarding compensation arrangements.††††
10.13	Letter Agreement dated September 6, 2016 between Xerox Corporation and Brian Webb-Walsh regarding compensation arrangements.††††
10.14	Exchange Agreement dated October 27, 2016 by and among Darwin Deason, Conduent Incorporated and Xerox Corporation.
21.1	List of subsidiaries of Conduent Incorporated
99.1	Preliminary Information Statement of Conduent Incorporated, subject to completion, dated October 28, 2016.
99.2	Form of Notice of Internet Availability of Information Statement Materials*

* To be filed by amendment.
** Conduent Incorporated hereby undertakes to furnish supplementally a copy of any omitted schedule or exhibit to such agreement to the U.S. Securities and Exchange Commission upon request.
† Previously filed on August 15, 2016.
†† Previously filed on September 26, 2016.
††† Previously filed on October 11, 2016.
†††† Previously filed on October 21, 2016.

Exhibit 3.1

RESTATED CERTIFICATE OF INCORPORATION
OF
CONDUENT INCORPORATED

UNDER SECTION 807 OF THE
BUSINESS CORPORATION LAW

1. The name of the Corporation is “CONDUENT INCORPORATED”.

2. The Certificate of Incorporation was filed in the Office of the Secretary of State of the State of New York on June 9, 2016.

3. This restatement of the Certificate of Incorporation was authorized by the unanimous written consent of the Board of Directors of the Corporation and by the unanimous written consent of the holders of all of the outstanding shares of the Corporation entitled to vote on the restatement of the Certificate of Incorporation. The Certificate of Incorporation is hereby amended or changed to effect the following amendments or changes authorized by the Business Corporation Law of the State of New York: (a) the amendment and replacement in its entirety of Article SEVENTH relating to the Board of Directors of the Corporation, (b) the addition of Article TENTH relating to Section 912 of the Business Corporation Law of the State of New York, (c) the addition of Article ELEVENTH relating to the selection of an exclusive forum and (d) the addition of Article TWELFTH relating to amendments to the By-Laws of the Corporation. The Certificate of Incorporation is hereby restated as amended or changed to read as herein set forth in full:

FIRST: The name of the Corporation is CONDUENT INCORPORATED.

SECOND: The purpose for which it is formed is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of New York, provided that the Corporation shall not engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the Corporation is to be located in New York County, New York.

FOURTH: The aggregate number of shares which the Corporation shall have the authority to issue is 1,000,000,000 shares of Common Stock, of the par value of $0.01 each (hereinafter referred to as “Common Stock”), and 100,000,000 shares of Preferred Stock, of the par value of $0.01 each (hereinafter referred to as “Preferred Stock”).

1. The Board of Directors is authorized, at any time or from time to time, to provide for the issuance of Preferred Stock in series, and to establish the number of shares to be included in each such series, and to fix the designation, relative rights, preferences and limitations of the shares of each such series. The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

(a) the number of shares constituting that series and the distinctive designation of that series;

(b) whether the holders thereof shall be entitled to cumulative, noncumulative or partially cumulative dividends and, with respect to shares entitled to dividends, the dividend rate or rates, including, without limitation, the methods and procedures for determining such rate or rates, and any other terms and conditions relating to such dividends;

(c) whether, and if so upon what terms and conditions, such shares shall be convertible into, or exchangeable for, other securities or property;

(d) whether, and if so upon what terms and conditions, such shares shall be redeemable;

(e) whether the shares shall be subject to any sinking fund provided for the purchase or redemption of such shares and, if so, the terms of such fund;

(f) whether the holders thereof shall be entitled to voting rights and, if so, the terms and conditions for the exercise thereof;

(g) whether, and if so to what extent and upon what terms and conditions, the holders thereof shall be entitled to rights upon the liquidation of, or upon any distribution of the assets of, the Corporation; and

(h) any other relative rights, preferences and limitations of that series.

2. No holder of Common Stock or Preferred Stock shall be entitled as such, as a matter of right, to subscribe for or purchase any part of any new or additional issue of stock of any class whatsoever, or of any obligations or other securities convertible into, or exchangeable for, any stock of any class whatsoever, whether now or hereafter authorized and whether issued for cash or other consideration or by way of dividend.

SERIES A CONVERTIBLE PERPETUAL PREFERRED STOCK

3. (a) *Designation.* There is hereby created out of the authorized and unissued shares of Preferred Stock of the Corporation a series of preferred stock designated as the "Series A Convertible Perpetual Preferred Stock" (the "Series A Preferred Stock"). The number of shares constituting such series shall be 120,000.

(b) *Definitions*. As used herein with respect to the Series A Preferred Stock, the following terms shall have the following meanings, whether used in the singular or the plural:

"accrued and unpaid dividends" means an amount computed at the annual dividend rate for the shares of the Series A Preferred Stock from the date on which dividends on such share became cumulative to and including the date to which such dividends are to be accrued, less the aggregate amount of all dividends theretofore paid on such share; but no interest shall be payable upon any arrearages.

"Additional Shares" has the meaning set forth in Subdivision 3(l)(i).

"Affiliate" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified

Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Applicable Conversion Price" at any given time means the price equal to $1,000 divided by the Applicable Conversion Rate in effect at such time.

"Applicable Conversion Rate" means the Conversion Rate in effect at any given time.

"Board of Directors" means the board of directors of the Corporation or any committee thereof duly authorized to act in the relevant matter on behalf of such board of directors.

"Business Day" means any day other than a Saturday, Sunday or any other day on which banks in New York City, New York are generally required or authorized by law to be closed.

"Certificate of Incorporation" means the Restated Certificate of Incorporation of Conduent Incorporated, as amended.

"Close of Business" means 5:00 pm, New York City time, on the date in question.

"Closing Price" of the Common Stock or any securities distributed in a Spin-Off, as the case may be, on any date of determination means:

(i) the closing sale price of the Common Stock or such other securities (or, if no closing sale price is reported, the last reported sale price of the Common Stock or such other securities) on the New York Stock Exchange on such date;

(ii) if the Common Stock or such other securities are not traded on the New York Stock Exchange on such date, the closing sale price of the Common Stock or such other securities (or, if no closing sale price is reported, the last reported sale price of the Common Stock or such other securities) as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock or such other securities are traded on such date;

(iii) if the Common Stock or such other securities are not traded on a U.S. national or regional securities exchange on such date, the last quoted bid price for the Common Stock or such other securities on such date in the over-the-counter market as reported by Pink OTC Markets Inc. or similar organization; or

(iv) if the Common Stock or such other securities are not quoted by Pink OTC Markets Inc. or a similar organization on such date, as determined by a nationally recognized independent investment banking firm retained by the Corporation for this purpose.

For purposes of this Subdivision 3, all references herein to the "Closing Price" and "last reported sale price" of the Common Stock on the New York Stock Exchange shall be such closing sale price and last reported sale price as reflected on the website of the New York Stock Exchange (http://www.nyse.com).

"Common Stock Outstanding" means, at any given time, the number of shares of Common Stock issued and outstanding at such time.

"Conversion Date" has the meaning set forth in Subdivision 3(i)(v)(B).

"Conversion Rate" means, with respect to each share of Series A Preferred Stock, shares of Common Stock, subject to adjustment in accordance with the provisions of this Subdivision 3.

"Current Market Price" means, in the case of any distribution giving rise to an adjustment to the Conversion Rate pursuant to Subdivision 3(j)(iv), Subdivision 3(j)(v) or Subdivision 3(j)(vi) or a distribution upon conversion pursuant to Subdivision 3(j)(viii), the average Closing Price of the Common Stock during the ten consecutive Trading Day period ending on and including the Trading Day immediately preceding the Ex-Dividend Date for such distribution. Notwithstanding the foregoing, whenever successive adjustments to the Conversion Rate are called for pursuant to Subdivision 3(j), such adjustments shall be made to the Current Market Price as may be necessary or appropriate to effectuate the intent of Subdivision 3(j) and to avoid unjust or inequitable results as determined in good faith by the Board of Directors.

"Distributed Property" has the meaning set forth in Subdivision 3(j)(v).

"Dividend Payment Date" has the meaning set forth in Subdivision 3(d)(ii).

"Dividend Period" means each period from, and including, a Dividend Payment Date (or with respect to the initial Dividend Period, the Issue Date) to, but excluding, the following Dividend Payment Date.

"Dividend Rate" has the meaning set forth in Subdivision 3(d)(i).

"Dividend Record Date" has the meaning set forth in Subdivision 3(d)(iv).

"Dividend Threshold Amount" has the meaning set forth in Subdivision 3(j)(vi)(B).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Property" has the meaning set forth in Subdivision 3(k)(i).

"Ex-Dividend Date" means the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the relevant dividend, distribution or issuance.

"Expiration Date" has the meaning set forth in Subdivision 3(j)(vii).

"Expiration Time" has the meaning set forth in Subdivision 3(j)(vii).

"Fair Market Value" means the amount which a willing buyer would pay a willing seller in an arm's-length transaction as reasonably determined by the Board of Directors in good faith; *provided*, *however*, that with respect to Subdivision 3(o)(ii), Fair Market Value shall mean the value of the Optional Redemption Transferred Shares determined by a nationally recognized independent investment banking firm retained by the Corporation for this purpose.

"Fiscal Quarter" means, with respect to the Corporation, the fiscal quarter publicly disclosed by the Corporation.

"Fundamental Change" means the occurrence of any of the following:

(i) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect ultimate "beneficial owner", as defined in Rule 13d-3 under the Exchange Act, of common equity of the Corporation representing more than 50% of the voting power of the Common Stock;

(ii) consummation of any consolidation, merger or other business combination of the Corporation with or into another Person or any sale, lease or conveyance in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Corporation and its subsidiaries, taken as a whole, to any Person other than one of the Corporation's subsidiaries, in each case pursuant to which the Common Stock will be converted into cash, securities or other property, other than:

(A) pursuant to a transaction in which the Persons that "beneficially owned" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, Voting Shares of the Corporation immediately prior to such transaction beneficially own, directly or indirectly, Voting Shares representing a majority of the total voting power of all outstanding classes of Voting Shares of the continuing or surviving Person immediately after the transaction; or

(B) any merger or consolidation primarily for the purpose of changing the jurisdiction of incorporation of the Corporation and resulting in a reclassification, conversion or exchange of outstanding shares of common stock solely into shares of common stock of the surviving entity; or

(iii) the Common Stock ceases to be listed on a U.S. national securities exchange or association (other than as a result of a transaction described in clause (ii) above);

provided, *however*, that a Fundamental Change with respect to clauses (i) or (ii) above shall not be deemed to have occurred if at least 90% of the consideration received by holders of the Common Stock in the transaction or transactions consists of common stock that is traded on a U.S. national securities exchange or that will be traded on a U.S. national securities exchange when issued or exchanged in connection with such transaction.

"Fundamental Change Notice" has the meaning set forth in Subdivision 3(m)(ii).

"Fundamental Change Redemption Date" has the meaning set forth in Subdivision 3(m)(i).

"Fundamental Change Redemption Price" has the meaning set forth in Subdivision 3(m)(i).

"Holder(s)" means the Person(s) in whose name the shares of the Series A Preferred Stock are registered, which may be treated by the Corporation, as the absolute owner of the shares of Series A Preferred Stock for the purpose of making payment and settling the related conversions and for all other purposes. The initial Holder shall be Darwin Deason.

"Issue Date" means the date upon which any shares of Series A Preferred Stock are first issued.

"Junior Securities" has the meaning set forth in Subdivision 3(c)(i).

"junior stock" means the Common Stock and any other stock of the Corporation, now or hereafter authorized, over which the Series A Preferred Stock has preference or priority either in the payment of dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Liquidation Preference" means, with respect to each share of Series A Preferred Stock, at any time, $1,000.

"Make-Whole Acquisition" means the occurrence of a transaction described under clauses (i) or (ii) of the definition of "Fundamental Change".

"Make-Whole Acquisition Conversion Period" has the meaning set forth in Subdivision 3(l)(i).

"Make-Whole Acquisition Effective Date" has the meaning set forth in Subdivision 3(l)(i).

"Make-Whole Acquisition Stock Price" means the price paid per share of Common Stock in the event of a Make-Whole Acquisition. If the holders of shares of Common Stock receive only cash in the Make-Whole Acquisition, the Make-Whole Acquisition Stock Price shall be the cash amount paid per share of Common Stock. Otherwise, the Make-Whole Acquisition Stock Price shall be the average of the Closing Price per share of Common Stock on the 10 Trading Days up to, but not including, the Make-Whole Acquisition Effective Date.

"Mandatory Conversion Date" has the meaning set forth in Subdivision 3(h)(iii).

"Notice of Mandatory Conversion" has the meaning set forth in Subdivision 3(h)(iii).

"Optional Redemption Date" has the meaning set forth in Subdivision 3(o)(ii)(B).

"Optional Redemption Notice" has the meaning set forth in Subdivision 3(o)(ii)(A).

"Optional Redemption Transferred Shares" has the meaning set forth in Subdivision 3(o)(ii).

"Parity Securities" has the meaning set forth in Subdivision 3(c)(ii).

"Permitted Transferee(s)" means any of (w) the spouse of Darwin Deason, (x) any lineal descendant of Darwin Deason or any brother or sister of Darwin Deason, (y) any brother or sister of Darwin Deason, or (z) any trust for the direct or indirect benefit of exclusively Darwin Deason and/or the spouse of Darwin Deason; any lineal descendant of Darwin Deason or any brother or sister of Darwin Deason; or any brother or sister of Darwin Deason.

"Person" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock corporation, limited liability company or trust.

"Preferred Stock" means the Preferred Stock, par value of $0.01 each, of the Corporation.

"Record Date" means, with respect to any issuance, dividend or distribution declared, paid or made on or with respect to any capital stock of the Corporation, the date fixed for the determination of the holders of such capital stock entitled to receive such issuance, dividend or distribution.

"Registrar" means the Corporation or any other registrar appointed by the Corporation.

"Reorganization Event" has the meaning set forth in Subdivision 3(k)(i).

"Senior Securities" has the meaning set forth in Subdivision 3(c)(iii).

"Series A Preferred Stock" has the meaning set forth in Subdivision 3(a).

"Spin-Off" has the meaning set forth in Subdivision 3(j)(v).

"Spin-Off Valuation Period" has the meaning set forth in Subdivision 3(j)(v).

"Trading Day" means a day on which the shares of Common Stock or any securities distributed in a Spin-Off, as the case may be:

(i) are not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the Close of Business; and

(ii) have traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock.

“Transfer” means, with respect to each share of Series A Preferred Stock, the sale, transfer, pledge, assignment, loan or other disposition or encumbrance of such share of Series A Preferred Stock.

“Trigger Event” has the meaning set forth in Subdivision 3(j)(xv).

“Voting Shares” of a Person means shares of all classes of Capital Stock of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of the board of directors of such Person.

(c) *Ranking*. The Series A Preferred Stock shall, with respect to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation, rank:

(i) senior to the Corporation’s Common Stock and each other class or series of capital stock that the Corporation may issue in the future the terms of which do not expressly provide that it ranks on a parity with or senior to the Series A Preferred Stock as to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation (collectively, the “Junior Securities”);

(ii) on a parity with each class or series of Preferred Stock established after the Issue Date by the Corporation the terms of which expressly provide that such class or series will rank on a parity with the Series A Preferred Stock as to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation (collectively, the “Parity Securities”); and

(iii) subject to the approval of the holders of the Series A Preferred Stock to the extent required by Subdivision 3(n), junior to any class or series of the Corporation’s capital stock that the Corporation may issue in the future the terms of which expressly provide that such class or series shall rank senior to the Series A Preferred Stock (collectively, the “Senior Securities”).

For the avoidance of doubt, the Corporation has the right to authorize and/or issue additional shares or classes or series of Junior Securities or Parity Securities without notice to or consent of the Holder(s).

(d) *Dividends.*

(i) The Holder(s) shall be entitled to receive, on each share of Series A Preferred Stock, when, as and if declared by the Board of Directors, out of any funds legally available for the payment of dividends, cumulative cash dividends at a rate per annum equal to 8.0% of the Liquidation Preference (the “Dividend Rate”) in accordance with subdivision 1 of Article FOURTH of the Certificate of Incorporation and this Subdivision 3(d); *provided*, *however*, that in the event that on any Dividend Payment Date there shall be accrued and unpaid dividends for any prior Dividend Period, the Dividend Rate shall equal 8.0% per annum of the sum of (x) the Liquidation Preference and (y) the amount of all such accrued and unpaid dividends for any prior Dividend Periods.

(ii) Dividends will accrue and cumulate from the Issue Date and are payable quarterly in arrears on the first day of January, April, July and October (each, a "Dividend Payment Date"), commencing on the first Dividend Payment Date following the Issue Date. If a Dividend Payment Date falls on a day that is not a Business Day, the dividends will be paid on the next Business Day as if it were paid on the Dividend Payment Date and no interest will accrue in connection therewith. If dividends on any shares of the Series A Preferred Stock shall be cumulative from a date less than thirty days prior to the first quarter-yearly dividend payment date in respect of such shares, the dividends accrued on such shares to such date shall not be payable on such date but shall be payable on the next following quarter-yearly dividend payment date.

(iii) The amount of dividends payable for each full quarterly Dividend Period will be computed by dividing the Dividend Rate by four. The amount of dividends payable for the initial Dividend Period, or any other Dividend Period shorter or longer than a full quarterly Dividend Period, will be computed on the basis of the actual number of days elapsed during such Dividend Period over a 360-day year.

(iv) Dividends will be paid to the Holder(s) as such Holder(s) appear in the records of the Corporation at the Close of Business on the 15th day of the immediately preceding calendar month in which the applicable Dividend Payment Date falls (the "Dividend Record Date"). The Dividend Record Date shall apply regardless of whether any particular Dividend Record Date is a Business Day.

(v) Dividends on any share of Series A Preferred Stock converted to Common Stock shall cease to accumulate on the Mandatory Conversion Date or any applicable Conversion Date, as applicable.

(vi) In case the stated dividends and the amounts payable on liquidation are not paid in full, the shares of the Series A Preferred Stock shall share ratably in the payment of dividends (including accumulations, if any) in accordance with the sums which would be payable on said shares if all dividends were declared and paid in full, and in any distribution of assets other than by way of dividends in accordance with the sums which would be payable on such distributions if all sums payable were discharged in full.

(vii) So long as any shares of the Series A Preferred Stock are outstanding, no dividend whatever shall be paid or declared at any time, and no distribution made, on any junior stock (other than in junior stock) nor shall any shares of junior stock be purchased or otherwise acquired for value or redeemed at any time by the Corporation or any subsidiary unless all dividends on the Series A Preferred Stock for all past quarter-yearly dividend periods (other than the first quarter-yearly dividend period for any shares if the dividend on such shares for such period shall not then be payable pursuant to the provisions of Subdivision 3(d)(ii)) shall have been paid and the full dividends thereon for the then current quarter-yearly dividend period shall have been paid or declared and a sum sufficient for the payment thereof set apart; *provided*, *however*, that the foregoing restriction in this Subdivision 3(d) shall not apply to the acquisition of any junior stock solely in exchange for, or solely out of the proceeds of sale of, any other junior stock. Subject to the foregoing provisions of this Subdivision 3(d), and to any further limitations prescribed by the Board of Directors in accordance with subdivision 1 of Article FOURTH of the Certificate of Incorporation, and not otherwise, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on any junior stock from time to time out of any funds of the Corporation legally available therefor, and the Series A Preferred Stock shall not be entitled to participate in any such dividends.

(viii) The holders of shares of the Series A Preferred Stock shall not be entitled to receive any dividends thereon other than the dividends referred to in this Subdivision 3(d).

(e) *Liquidation.*

(i) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, the Holder(s) shall be entitled to receive for each share of Series A Preferred Stock out of the assets of the Corporation or proceeds thereof legally available for distribution to stockholders of the Corporation, after satisfaction of all liabilities, if any, to creditors of the Corporation and subject to the rights of holders of any Senior Securities, and before any distribution of such assets or proceeds is made to or set aside for the holders of Junior Securities, a liquidating distribution in an amount equal to (x) the Liquidation Preference and (y) an amount equal to any accrued and unpaid dividends on such share of Series A Preferred Stock through the date of such liquidating distribution. The holders of the Junior Securities shall be entitled, to the exclusion of the holders of the Series A Preferred Stock, to share ratably in all the remaining assets of the Corporation in accordance with their respective rights. After payment of the full amount of such liquidating distribution, the Holder(s) will not be entitled to any further participation in any distribution of assets by, and shall have no right or claim to any remaining assets, of the Corporation.

(ii) In the event the assets of the Corporation available for distribution to stockholders upon any liquidation, dissolution or winding-up of the affairs of the Corporation, whether voluntary or involuntary, shall be insufficient to pay in full the amounts payable with respect to all outstanding shares of the Series A Preferred Stock and the corresponding amounts payable on any Parity Securities, the Holder(s) and the holders of such Parity Securities shall share ratably in any distribution of assets of the Corporation in proportion to the full respective liquidating distributions which would be payable on such shares if all amounts payable thereon were paid in full.

(iii) Neither the consolidation or merger of the Corporation with or into any other entity, nor the consolidation or merger of any other entity with or into the Corporation, nor the sale, lease or other transfer or disposition of all or substantially all of the Corporation's property or business or other assets shall, in and of itself, constitute a liquidation, dissolution or winding up of the Corporation.

(f) *Maturity*. The Series A Preferred Stock shall be perpetual, unless converted in accordance with this Certificate of Incorporation or redeemed either at the option of the Holder pursuant to Subdivision 3(m) or at the option of the Corporation pursuant to Subdivision 3(o)(ii).

(g) *Conversion at the Holder's Option*. Each Holder shall have the right, at such Holder's option, at any time and from time to time, to convert all or any portion of such Holder's Series A Preferred Stock into shares of Common Stock at the Applicable Conversion Rate, plus cash in lieu of fractional shares, plus an amount equal to any accrued and unpaid dividends on the shares of Series A Preferred Stock so converted through the date of such conversion, subject to compliance with the conversion procedures set forth in Subdivision 3(i).

(h) *Mandatory Conversion at the Corporation's Option.*

(i) The Corporation shall have the right, at its option, at any time or from time to time to cause some or all of the Series A Preferred Stock to be converted into shares of Common Stock at the then Applicable Conversion Rate, plus cash in lieu of fractional shares, plus an amount equal to any accrued and unpaid dividends on the shares of Series A Preferred Stock so converted through the Mandatory Conversion Date, if, for 20 Trading Days during any period of 30 consecutive Trading Days (including the last Trading Day of such period), ending on the Trading Day preceding the date the Corporation delivers a Notice of Mandatory Conversion, the Closing Price of the Common Stock exceeds 136.94% of the then Applicable Conversion Price.

(ii) If the Corporation elects to cause fewer than all of the shares of Series A Preferred Stock to be converted pursuant to this Subdivision 3(h), the Corporation shall select the Series A Preferred Stock to be converted on a pro rata basis or by another method the Board of Directors, in its sole discretion, considers fair to the Holders. If the Corporation selects a portion of a Holder's Series A Preferred Stock for partial mandatory conversion and such Holder converts a portion of its shares of Series A Preferred Stock, the converted portion will be deemed to be from the portion selected for mandatory conversion under this Subdivision 3(h).

(iii) If the Corporation elects to exercise the mandatory conversion right pursuant to this Subdivision 3(h), the Corporation shall provide notice of such conversion to each Holder (such notice, a "Notice of Mandatory Conversion"). The conversion date shall be a date selected by the Corporation (the "Mandatory Conversion Date") and shall be no more than 7 days after the date on which the Corporation provides such Notice of Mandatory Conversion. In addition to any information required by applicable law or regulation, the Notice of Mandatory Conversion shall state, as appropriate:

(A) the Mandatory Conversion Date;

(B) the number of shares of Common Stock to be issued upon conversion of each share of Series A Preferred Stock; and

(C) the number of shares of Series A Preferred Stock to be converted.

(i) *Conversion Procedures.*

(i) As provided in Subdivision 3(d)(v), dividends on any share of Series A Preferred Stock converted to Common Stock shall cease to accumulate on the Mandatory Conversion Date or any applicable Conversion Date, as applicable, and such shares of Series A Preferred Stock shall cease to be outstanding upon conversion.

(ii) Prior to the Close of Business on the Mandatory Conversion Date or any applicable Conversion Date, shares of Common Stock (and/or other securities, if applicable) issuable upon conversion of any shares of Series A Preferred Stock shall not be deemed outstanding for any purpose, and the Holder(s) shall have no rights with respect to the Common Stock (and/or other securities, if applicable) issuable upon conversion (including voting rights, rights to respond to tender offers for the Common Stock (and/or other securities, if applicable) issuable upon conversion and rights to receive any dividends or other distributions on the Common Stock (and/or other securities, if applicable) issuable upon conversion) by virtue of holding shares of Series A Preferred Stock.

(iii) The Person(s) entitled to receive the Common Stock (and/or cash, securities or other property, if applicable) issuable upon conversion of Series A Preferred Stock shall be treated for all purposes as the record holder(s) of such shares of Common Stock (and/or other securities, if applicable) as of the Close of Business on the Mandatory Conversion Date or any applicable Conversion Date. In the event that a Holder shall not by written notice designate the name in which shares of Common Stock (and/or cash, securities or other property, if applicable) and payments of cash in lieu of fractional shares, if any, and accrued and unpaid dividends, if any, to be issued or paid upon conversion of shares of Series A Preferred Stock should be registered or paid or the manner in which such shares should be delivered, the Corporation shall be entitled to register and deliver such shares, and make such payments, in the name of the Holder and in the manner shown on the records of the Corporation.

(iv) Shares of Series A Preferred Stock duly converted in accordance with this Certificate of Incorporation, or otherwise reacquired by the Corporation, will resume the status of authorized and unissued Preferred Stock, undesignated as to series and available for future issuance. The Corporation may from time-to-time take such appropriate action as may be necessary to reduce the authorized number of shares of Series A Preferred Stock; *provided* that no decrease shall reduce the authorized number of Series A Preferred Stock to a number less than the number of shares then outstanding.

(v) Conversion into shares of Common Stock will occur on the Mandatory Conversion Date or any applicable Conversion Date as follows:

(A) On the Mandatory Conversion Date, certificates representing shares of Common Stock shall be issued and delivered to the Holder(s) or their designee upon presentation and surrender of the certificate evidencing the Series A Preferred Stock to the Corporation and, if required, the furnishing of appropriate endorsements and transfer documents and the payment of all transfer and similar taxes.

(B) On the date of any conversion at the option of the Holder(s) pursuant to Subdivision 3(g), a Holder must do each of the following in order to convert:

(1) surrender the shares of Series A Preferred Stock to the Corporation;

(2) if required, furnish appropriate endorsements and transfer documents; and

(3) if required, pay all transfer or similar taxes.

The date on which a Holder complies with the procedures in this Subdivision 3(i)(v) is the "Conversion Date".

(vi) *Fractional Shares.*

(A) No fractional shares of Common Stock will be issued as a result of any conversion of shares of Series A Preferred Stock.

(B) In lieu of any fractional share of Common Stock otherwise issuable in respect of any conversion pursuant to Subdivision 3(g) or Subdivision 3(h), the Corporation shall pay an amount in cash (computed to the nearest cent) equal to the same fraction of the Closing Price of the Common Stock determined as of the second Trading Day immediately preceding the Conversion Date.

(C) If more than one share of the Series A Preferred Stock is surrendered for conversion at one time by or for the same Holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of the Series A Preferred Stock so surrendered.

(j) *Anti-Dilution Adjustments.*

(i) The Conversion Rate shall be adjusted from time to time by the Corporation in accordance with this Subdivision 3(j).

(ii) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, pay a dividend or make a distribution on its Common Stock in shares of its Common Stock to all or substantially all holders of its Common Stock, then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such dividend or distribution;
CR_1	=	the Conversion Rate in effect immediately after the Record Date for such dividend or distribution;
OS_0	=	the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such dividend or distribution; and
OS_1	=	the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such dividend or distribution.

Any adjustment made pursuant to this Subdivision 3(j)(ii) shall become effective immediately after the Record Date for such dividend or distribution. If any dividend or distribution that is the subject of this Subdivision 3(j)(ii) is declared but not so paid or made, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to pay or make such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. For the avoidance of doubt, for purposes of this Subdivision 3(j)(ii), the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such dividend or distribution shall not include shares of Common Stock held in treasury, if any.

(iii) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, (x) subdivide the then Common Stock Outstanding into a greater number of shares of Common Stock or (y) combine the then Common Stock Outstanding into a smaller number of shares of Common Stock, then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the effective date of such subdivision or combination;
CR_1	=	the Conversion Rate in effect immediately after the effective date of such subdivision or combination;
OS_0	=	the number of shares of Common Stock Outstanding at the Close of Business on the effective date of such subdivision or combination; and
OS_1	=	the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such subdivision or combination.

Any adjustment made pursuant to this Subdivision 3(j)(iii) shall become effective immediately after the effective date of such subdivision or combination.

(iv) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, distribute to holders of all or substantially all of the Common Stock any rights or warrants (other than a distribution of rights issued pursuant to a stockholder's rights plan, to the extent such rights are attached to shares of Common Stock (in which event the provisions of Subdivision 3(j)(xv) shall apply), a dividend reinvestment plan or an issuance in connection with a transaction in which Subdivision 3(k) applies) entitling them to subscribe for or purchase, for a period of not more than 60 calendar days from the issuance date of such distribution, shares of Common Stock at a price per share less than the Current Market Price of the Common Stock, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such distribution;
CR'	=	the Conversion Rate in effect immediately after the Record Date for such distribution;
OS_0	=	the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such distribution;
X	=	the total number of shares of Common Stock issuable pursuant to such rights or warrants; and
Y	=	the number of shares of Common Stock equal to (x) the aggregate price payable to exercise such rights or warrants divided by (y) the Current Market Price of the Common Stock.

Any adjustment made pursuant to this Subdivision 3(j)(iv) shall become effective immediately after the Record Date for such distribution. If such rights or warrants described in this Subdivision 3(j)(iv) are not so distributed, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to distribute such rights or warrants, to the Conversion Rate that would then be in effect if such distribution had not been declared. To the extent that such rights or warrants are not exercised prior to their expiration or shares of Common Stock are otherwise not delivered pursuant to such rights or warrants upon the exercise of such rights or warrants, the Conversion Rate shall be readjusted to the Conversion Rate which would then be in effect had the adjustments made upon the distribution of such rights or warrants been made on the basis of the delivery of only the number of shares of Common Stock actually delivered. In determining the aggregate price payable to exercise such rights or warrants, there shall be taken into account any consideration received by the Corporation upon exercise of such rights and warrants and the value of such consideration (if other than cash, to be determined in good faith by the Board of Directors). For the avoidance of doubt, for purposes of this Subdivision 3(j)(iv), the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such distribution shall not include shares of Common Stock held in treasury, if any.

(v) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, by dividend or otherwise, distribute to all or substantially all holders of the Common Stock shares of any class of capital stock of the Corporation, evidences of its indebtedness, assets, property or rights or warrants to acquire the Corporation's capital stock or other securities, but excluding:

(A) any dividends or distributions referred to in Subdivision 3(j)(ii);

(B) any rights or warrants referred to in Subdivision 3(j)(iv);

(C) any dividends or distributions referred to in Subdivision 3(j)(vi);

(D) any dividends and distributions in connection with a transaction to which Subdivision 3(k) shall apply; and

(E) any Spin-Offs to which the provision set forth below in this Subdivision 3(j)(v) shall apply,

(any such shares of capital stock, indebtedness, assets, property or rights or warrants to acquire Common Stock or other securities, hereinafter in this Subdivision 3(j)(v) called the "Distributed Property"), then, in each such case, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such distribution;
CR'	=	the Conversion Rate in effect immediately after the Record Date for such distribution;
SP_0	=	the Current Market Price of the Common Stock; and
FMV	=	the Fair Market Value on the Record Date for such distribution of the Distributed Property, expressed as amount per share of Common Stock.

If the transaction that gives rise to an adjustment pursuant to this Subdivision 3(j)(v) is one pursuant to which the payment of a dividend or other distribution on the Common Stock consists of shares of capital stock of, or similar equity interests in, a Subsidiary or other business unit of the Corporation (a "Spin-Off") that are, or when issued will be, traded or listed on the New York Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market or any other U.S. national securities exchange or association, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{(FMV + MP_0)}{MP_0}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such distribution;
CR'	=	the Conversion Rate in effect immediately after the Record Date for such distribution;
FMV	=	the average of the Closing Prices of the capital stock or similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock over the 10 consecutive Trading Day period beginning on, and including, the effective date of the Spin-Off (the "Spin-Off Valuation Period"); and
MP_0	=	the average of the Closing Prices of the Common Stock over the Spin-Off Valuation Period.

Any adjustment made pursuant to this Subdivision 3(j)(v) shall become effective immediately after the Record Date for such distribution. If any dividend or distribution of the type described in this Subdivision 3(j)(v) is declared but not so paid or made, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. If an adjustment to the Conversion Rate is required under this Subdivision 3(j)(v), delivery of any additional shares of Common Stock that may be deliverable upon conversion as a result of an adjustment required under this Subdivision 3(j)(v) shall be delayed to the extent necessary in order to complete the calculations provided for in this Subdivision 3(j)(v).

(vi) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, by dividend or otherwise make a distribution to all or substantially all holders of its outstanding shares of Common Stock consisting exclusively of cash, but excluding:

(A) any dividend or distribution in connection with the liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), or upon a transaction to which Subdivision 3(k) applies, or

(B) regular cash dividends to the extent that such dividends do not exceed $0.25 per share in any Fiscal Quarter (the "Dividend Threshold Amount"),

then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - DIV}$$

where,

CR_0 = the Conversion Rate in effect at the Close of Business on the Record Date for such dividend or distribution;
CR_1 = the Conversion Rate in effect immediately after the Record Date for such dividend or distribution;
SP_0 = the Current Market Price of the Common Stock; and
DIV = the amount in cash per share of Common Stock of the dividend or distribution, as determined pursuant to the following sentences. If any adjustment is required to be made as set forth in this Subdivision 3(j)(vi) as a result of a distribution (1) that is a regularly scheduled quarterly dividend, such adjustment would be based on the amount by which such dividend exceeds the Dividend Threshold Amount or (2) that is not a regularly scheduled quarterly dividend, such adjustment would be based on the full amount of such distribution. The Dividend Threshold Amount is subject to adjustment on an inversely proportional basis whenever the Conversion Rate is adjusted; *provided* that no adjustment shall be made to the Dividend Threshold Amount for any adjustment made to the Conversion Rate as described under this Subdivision 3(j)(vi).

Any adjustment made pursuant to this Subdivision 3(j)(vi) shall become effective immediately after the Record Date for such dividend or distribution. If any dividend or distribution of the type described in this Subdivision 3(j)(vi) is not so paid or made, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(vii) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, make a payment in respect of a tender offer or exchange offer for all or any portion of the Common Stock subject to the tender offer rules, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Closing Price of the Common Stock on the trading day immediately succeeding the last date on which tenders or exchanges may be made pursuant to such tender offer or exchange offer (the "Expiration Date"), then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV + (SP_1 \times OS_1)}{SP_1 \times OS_0}$$

where,

CR_0 = the Conversion Rate in effect at the Close of Business on the Expiration Date;
CR_1 = the Conversion Rate in effect immediately after the Expiration Date;
FMV = the Fair Market Value, on the Expiration Date, of the aggregate value of all cash and any other consideration paid or payable for shares of Common Stock validly tendered or exchanged and not withdrawn as of the Expiration Date;
OS_1 = the number of shares of Common Stock outstanding immediately after the last time tenders or exchanges may be made pursuant to such tender offer or exchange offer (the "Expiration Time");
OS_0 = the number of shares of Common Stock outstanding immediately prior to the Expiration Time; and
SP_1 = the average of the Closing Price of Common Stock during the ten consecutive Trading Day period commencing on the Trading Day immediately after the Expiration Date.

Any adjustment made pursuant to this Subdivision 3(j)(vii) shall become effective immediately prior to 9:00 a.m., New York City time, on the Trading Day immediately following the Expiration Date. If the Corporation, or one of its subsidiaries, is obligated to purchase shares of Common Stock pursuant to any such tender offer or exchange offer, but the Corporation or such subsidiary is permanently prevented by applicable law from effecting any such purchases, or all such purchases are rescinded, then the Conversion Rate shall be readjusted to be the Conversion Rate that would then be in effect if such tender offer or exchange offer had not been made. Except as set forth in the preceding sentence, if the application of this Subdivision 3(j)(vii) to any tender offer or exchange offer would result in a decrease in the Conversion Rate, no adjustment shall be made for such tender offer or exchange offer under this Subdivision 3(j)(vii). If an adjustment to the Conversion Rate is required under this Subdivision 3(j)(vii), delivery of any additional shares of Common Stock upon conversion of the Series A Preferred Stock shall be delayed to the extent necessary in order to complete the calculations provided for in this Subdivision 3(j)(vii).

(viii) In cases where the Fair Market Value of shares of capital stock, evidences of indebtedness, assets (including cash), or securities or certain rights, warrants or options to purchase securities of the Corporation, or the amount of the cash dividend or distribution applicable to one share of Common Stock, distributed to all or substantially all holders of the Common Stock:

(A) equals or exceeds the Current Market Price of the Common Stock; or

(B) the Current Market Price of the Common Stock exceeds the Fair Market Value of such assets, debt securities or rights, warrants or options or the amount of cash so distributed by less than $1.00,

rather than being entitled to an adjustment in the Conversion Rate, the Holder(s) will be entitled to receive upon conversion, in addition to shares of Common Stock, the kind and amount of shares of capital stock, evidences of indebtedness, assets, or securities or rights, warrants or options comprising the distribution, if any, that such Holder(s) would have received if such Holder(s) had held a number of shares of Common Stock equal to the number of shares of Series A Preferred Stock held multiplied by the Conversion Rate in effect immediately prior to the record date for determining the holders of Common Stock entitled to receive the distribution.

(ix) All calculations under this Subdivision 3(j) shall be made to the nearest 1/100,000 of a share of Common Stock per share of Series A Preferred Stock. No adjustment in the Conversion Rate is required if the amount of such adjustment would be less than 1%; *provided*, *however*, that any such adjustment not required to be made pursuant to this Subdivision 3(j)(ix) will be carried forward and taken into account in any subsequent adjustment.

(x) No adjustment to the Conversion Rate shall be made if the Holder(s) may participate in the transaction that would otherwise give rise to an adjustment, as a result of holding the Series A Preferred Stock, without having to convert the Series A Preferred Stock, as if they held the full number of shares of Common Stock into which a share of the Series A Preferred Stock may then be converted.

(xi) The Corporation may, but is not required to, make such increases in the Conversion Rate, in addition to those required by Subdivision 3(j)(ii) through (vii), as the Board of Directors deems advisable to avoid or diminish any income tax to holders of Common Stock resulting from any dividend or distribution of Common Stock (or rights to acquire Common Stock) or from any event treated as such for income tax purposes.

(xii) In addition to the foregoing, to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Corporation from time to time may increase the Conversion Rate by any amount for any period of time if the period is at least 20 Business Days, the increase is irrevocable during the period and the Board of Directors shall have made a determination that such increase would be in the best interests of the Corporation, which determination shall be conclusive. Whenever the Conversion Rate is increased pursuant to the preceding sentence, the Corporation shall mail to Holder(s) a notice of the increase, which notice will be given at least 15 calendar days prior to the effectiveness of any such increase, and such notice shall state the increased Conversion Rate and the period during which it will be in effect.

(xiii) If during a period applicable for calculating the Closing Price of Common Stock or any other security, an event occurs that requires an adjustment to the Conversion Rate, the Closing Price of such security shall be calculated for such period in a manner reasonably determined by the Corporation to appropriately reflect the impact of such event on the price of such security during such period. Whenever any provision of this Subdivision 3 requires a calculation of an average of Closing Prices of Common Stock or any other security over multiple days, appropriate adjustments shall be made to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Record Date of the event occurs, at any time during the period during which the average is to be calculated.

(xiv) Whenever the Conversion Rate is to be adjusted in accordance with Subdivision 3(j), the Corporation shall compute the Conversion Rate in accordance with Subdivision 3(j), taking into account Subdivision 3(j)(ix), and provide, or cause to be provided, a written notice to the Holder(s) of the occurrence of such event and setting forth the adjusted Conversion Rate.

(xv) Rights Plans. If the Corporation has a rights plan in effect with respect to the Common Stock on the Mandatory Conversion Date or any Conversion Date, upon conversion of any shares of the Series A Preferred Stock, the Holder of such shares will receive, in addition to the shares of Common Stock, the rights under the rights plan relating to such Common Stock, unless, prior to the Mandatory Conversion Date or such Conversion Date, the rights have (x) become exercisable or (y) separated from the shares of Common Stock in accordance with the provisions of such rights plan (the first of events to occur being the "Trigger Event"), in either of which cases the Conversion Rate will be adjusted, effective automatically at the time of such Trigger Event, as if the Corporation had made a distribution of such rights to all holders of the Common Stock as described in Subdivision 3(j)(iv) (without giving effect to the 60 day limit on the exercisability of rights and warrants ordinarily subject to such Subdivision 3(j)(iv)), subject to appropriate readjustment in the event of the expiration, termination or redemption of such rights prior to the exercise, deemed exercise or exchange thereof. Notwithstanding the foregoing, to the extent any such stockholder rights are exchanged by the Corporation for shares of Common Stock, the Conversion Rate shall be appropriately readjusted as if such stockholder rights had not been issued, but the Corporation had instead issued the shares of Common Stock issued upon such exchange as a dividend or distribution of shares of Common Stock subject to Subdivision 3(j)(ii).

(k) *Reorganization Events.*

(i) In the event that there occurs:

(A) any consolidation, merger or other business combination of the Corporation with or into another Person;

(B) any sale, transfer, lease or conveyance to another Person of all or substantially all of the property and assets of the Corporation;

(C) any reclassification, recapitalization or reorganization of the Corporation; or

(D) any statutory exchange of the outstanding shares of Common Stock for securities of another Person (other than in connection with a consolidation, merger or other business combination);

and in each case, the holders of the Common Stock receive stock, other securities or other property or assets (including cash or any combination thereof) with respect to or in exchange for the Common Stock (any such event or transaction, a "Reorganization Event") each share of Series A Preferred Stock outstanding immediately prior to such Reorganization Event shall, without notice to or consent of the Holder(s) and subject to Subdivision 3(k)(v), become convertible (but, for the avoidance of doubt, shall not be automatically converted in connection with such Reorganization Event) into the kind of securities, cash and other property received in such Reorganization Event by the holders of the Common Stock (other than the counterparty to the Reorganization Event or an Affiliate of such counterparty) (such securities, cash and other property, the "Exchange Property").

(ii) In the event that holders of the shares of Common Stock have the opportunity to elect the form of consideration to be received in such transaction, the consideration that the Holder(s) are entitled to receive upon conversion shall be deemed to be the types and amounts of consideration received by a majority of the holders of the shares of Common Stock that did make an affirmative election.

(iii) The above provisions of this Subdivision 3(k) shall similarly apply to successive Reorganization Events and the provisions of Subdivision 3(j) shall apply to any shares of capital stock received by the holders of Common Stock in any such Reorganization Event.

(iv) The Corporation (or any successor) shall, within 20 days of the consummation of any Reorganization Event, provide written notice to the Holder(s) of such consummation of such event and of the kind and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Subdivision 3(k).

(v) The Corporation shall not enter into any agreement for a transaction constituting a Reorganization Event unless:

(A) such agreement provides for, or does not interfere with or prevent (as applicable), conversion of the Series A Preferred Stock into the Exchange Property in a manner that is consistent with and gives effect to this Subdivision 3(k); and

(B) to the extent that the Corporation is not the surviving corporation in such Reorganization Event or will be dissolved in connection with such Reorganization Event, proper provision shall be made in the agreements governing such Reorganization Event for the conversion of the Series A Preferred Stock into stock of the Person surviving such Reorganization Event or, in the case of a Reorganization Event described in Subdivision 3(k)(i)(B), an exchange of Series A Preferred Stock for the stock of the Person to whom the Corporation's assets are conveyed or transferred, and such stock of the Person surviving such Reorganization Event or to whom the Corporation's assets are conveyed or transferred shall have voting powers, preferences and relative, participating, optional or other special rights as nearly equal as possible to those provided in this Certificate of Incorporation.

(l) *Holder's Right to Convert Upon a Make-Whole Acquisition.*

(i) In addition to any other rights of conversion set forth herein, in the event a Make-Whole Acquisition occurs, each Holder shall have the right, at such Holder's option, to convert all or any portion of such Holder's shares of Series A Preferred Stock into shares of Common Stock during the period (the "Make-Whole Acquisition Conversion Period") beginning on the effective date of the Make-Whole Acquisition (the "Make-Whole Acquisition Effective Date") and ending on the date that is 30 calendar days after the Make-Whole Acquisition Effective Date at the Applicable Conversion

Rate, plus a number of additional shares of Common Stock (the "Additional Shares") determined pursuant to Subdivision 3(l)(ii), plus cash in lieu of fractional shares, plus an amount equal to any accrued and unpaid dividends on the shares of Series A Preferred Stock so converted through the date of such conversion, subject to compliance with the conversion procedures set forth in Subdivision 3(i).

(ii) The number of Additional Shares per share of Series A Preferred Stock shall be determined by reference to the table below for the applicable Make-Whole Acquisition Effective Date and the applicable Make-Whole Acquisition Stock Price:

	Make-Whole Acquisition Stock Price				
Make-Whole Acquisition Effective Date	**$**	**$**	**$**	**$**	**$**
February 1, 2015 and thereafter					

The exact Make-Whole Acquisition Stock Price and Make-Whole Acquisition Effective Date may not be set forth in the table, in which case:

(A) if the Make-Whole Acquisition Stock Price is between two Make-Whole Acquisition Stock Price amounts in the table or the Make-Whole Acquisition Effective Date is between two Make-Whole Acquisition Effective Dates in the table, the number of Additional Shares will be determined by straight-line interpolation between the number of Additional Shares set forth for the higher and lower Make-Whole Acquisition Stock Price amounts and the two Make-Whole Acquisition Effective Dates, as applicable, based on a 365-day year;

(B) if the Make-Whole Acquisition Stock Price is in excess of $ per share (subject to adjustment pursuant to Subdivision 3(j)), no Additional Shares will be issued upon conversion of the Series A Preferred Stock;

(C) if the Make-Whole Acquisition Stock Price is less than $ per share (subject to adjustment pursuant to Subdivision 3(j)), no Additional Shares will be issued upon conversion of the Series A Preferred Stock; and

(D) if the Make-Whole Acquisition Effective Date is after the fifth anniversary of the Issue Date, then the number of Additional Shares will be determined by reference to the last row in the table.

The Make-Whole Acquisition Stock Prices set forth in the table above shall be adjusted pursuant to Subdivision 3(j) as of any date the Conversion Rate is adjusted. The adjusted Make-Whole Acquisition Stock Prices will equal the Make-Whole Acquisition Stock Prices applicable immediately prior to such adjustment multiplied by a fraction, the numerator of which is the Conversion Rate immediately prior to the adjustment and the denominator of which is the Conversion Rate as so adjusted. Each of the number of Additional Shares in the table shall also be subject to adjustment in the same manner as the Conversion Rate pursuant to Subdivision 3(j).

(iii) On or before the 20th calendar day prior to the date the Corporation anticipates the Make-Whole Acquisition being consummated or within two Business Days of becoming aware of a Make-Whole Acquisition of the type set forth in clause (i) of the definition of Make-Whole Acquisition, a written notice shall be sent by or on behalf of the Corporation, by first-class mail, postage prepaid, to the Holder(s) as they appear in the records of the Corporation. Such notice shall contain:

(A) the date as of which the Make-Whole Acquisition is anticipated to be effective or the Make-Whole Acquisition Effective Date, as applicable; and

(B) the date by which a Make-Whole Acquisition conversion pursuant to this Subdivision 3(l) must be exercised.

(iv) On the Make-Whole Acquisition Effective Date or as soon as practicable thereafter, another written notice shall be sent by or on behalf of the Corporation, by first-class mail, postage prepaid, to the Holder(s) as they appear in the records of the Corporation. Such notice shall contain:

(A) the date that shall be 30 calendar days after the Make-Whole Acquisition Effective Date;

(B) the number of Additional Shares;

(C) the amount of cash, securities and other consideration receivable by a Holder upon conversion; and

(D) the instructions a Holder must follow to exercise its Make-Whole Acquisition conversion right pursuant to this Subdivision 3(l).

(v) To exercise its Make-Whole Acquisition conversion right pursuant to this Subdivision 3(l), a Holder must, no later than 5:00 p.m., New York City time, on or before the date specified in the notice sent pursuant to Subdivision 3(l)(iv), comply with the procedures set forth in Subdivision 3(i), and indicate that it is exercising its Make-Whole Acquisition conversion right pursuant to this Subdivision 3(l).

(vi) If a Holder does not elect to exercise its Make-Whole Acquisition conversion right pursuant to this Subdivision 3(l), the shares of Series A Preferred Stock or successor security held by it shall remain outstanding (unless otherwise converted as provided herein), but the Holder will not be eligible to receive Additional Shares.

(vii) Upon a Make-Whole Acquisition conversion, the Conversion Agent shall, except as otherwise provided in the instructions provided by the Holder thereof in the written notice provided to the Corporation or its successor as set forth in Subdivision 3(l)(v), deliver to the Holder such cash, securities or other property as are issuable with respect to the shares of Series A Preferred Stock converted.

(viii) In the event that a Make-Whole Acquisition conversion is effected with respect to shares of Series A Preferred Stock or a successor security representing less than all the shares of Series A Preferred Stock or a successor security held by a Holder, upon such Make-Whole Acquisition conversion, the Corporation or its successor shall execute and the Registrar shall, unless otherwise instructed in writing, countersign and deliver to the Holder thereof, at the expense of the Corporation or its successors, a certificate evidencing the shares of Series A Preferred Stock or such successor security held by the Holder as to which a Make-Whole Acquisition conversion was not effected.

(m) *Holder's Redemption Right Upon a Fundamental Change.*

(i) Upon the occurrence of a Fundamental Change, each Holder shall have the option, during the period commencing on the date the applicable Fundamental Change Notice (as defined below) is mailed to Holders of the Series A Preferred Stock and ending at the Close of Business on the 45th Business Day thereafter (the "Fundamental Change Redemption Date"), to require the Corporation to redeem all, or any portion, of such Holder's shares of Series A Preferred Stock at the redemption price per share equal to the Liquidation Preference per share of Series A Preferred Stock plus an amount equal to any accrued and unpaid dividends on the shares of Series A Preferred Stock so redeemed to, but not including, the Fundamental Change Redemption Date (the "Fundamental Change Redemption Price").

(ii) Within 30 days following a Fundamental Change, the Corporation shall mail to each Holder of shares of the Series A Preferred Stock a notice (the "Fundamental Change Notice") setting forth the details of the Fundamental Change and the special redemption rights occasioned thereby. In addition to any information required by law or by the applicable rules of any exchange upon which the Series A Preferred Stock may be listed or admitted to trading, such notice shall state: (a) the Fundamental Change Redemption Date; (b) the Fundamental Change Redemption Price; (c) the place or places where certificates for shares may be surrendered for payment of the Fundamental Change Redemption Price, including any procedures applicable to redemption to be accomplished through book-entry transfers; (d) the procedures that the Holder of Series A Preferred Stock must follow to exercise such Holder's rights under this Subdivision 3(m); and (e) that dividends on the shares tendered for redemption will cease to accumulate on the Fundamental Change Redemption Date.

(iii) To exercise such Holder's special redemption right under this Subdivision 3(m), a Holder must (a) surrender the certificate or certificates evidencing the shares of Series A Preferred Stock to be redeemed, duly endorsed in a form satisfactory to the Corporation, at the office of the Corporation and (b) notify the Corporation at such office that such Holder elects to exercise such Holder's fundamental change redemption rights and the number of shares such Holder wishes to have redeemed. In the event that a Holder fails to notify the Corporation of the number of shares of Series A Preferred Stock which such Holder wishes to have redeemed, such Holder shall be deemed to have elected to have redeemed all shares represented by the certificate or certificates surrendered for redemption.

(iv) Exercise by a Holder of such Holder's special redemption right following a Fundamental Change is irrevocable, except that a Holder may withdraw its election to exercise such Holder's special redemption right at any time on or before the Fundamental Change Redemption Date by delivering a written or facsimile transmission notice to the Corporation at the address or facsimile number specified in the Fundamental Change Notice. Such notice, to be effective, must be received by the Corporation prior to the close of business on the Fundamental Change Redemption Date. All shares of Series A Preferred Stock tendered for redemption pursuant to the Holder's fundamental change redemption rights as described herein and not withdrawn shall be redeemed at or prior to the Close of Business on the Fundamental Change Redemption Date. From and after the Fundamental Change Redemption Date, unless the Corporation defaults in payment of the Fundamental Change Redemption Price, dividends on the shares of Series A Preferred Stock tendered for redemption shall cease to accumulate, and said shares shall no longer be deemed to be outstanding and shall not have the status of shares of Series A Preferred Stock, and all rights of Holders thereof as shareholders of the Corporation (except the right to receive from the Company the Fundamental Change Redemption Price) shall cease. As soon as practical after the Fundamental Change Redemption Date, the Corporation shall deliver a new certificate representing the unredeemed portion, if any, of the shares of Series A Preferred Stock represented by the certificate or certificates surrendered for redemption.

(n) *Voting Rights.*

(i) Unless the consent of the Holder(s) of a greater number of shares shall then be required by law and except as provided in Subdivisions 3(n)(ii), 3(n)(iii) and 3(n)(iv), the consent of the Holder(s) of at least two-thirds of the shares of Series A Preferred Stock at the time outstanding, given in person or by proxy, either in writing or at any special or annual meeting called for the purpose, at which the Series A Preferred Stock shall vote separately as a class, shall be necessary to permit, effect or validate any one or more of the following:

(A) The authorization of, or any increase in the authorized amount of, any class of stock ranking prior to the Series A Preferred Stock;

(B) The amendment, alteration or repeal of any of the provisions of the Certificate of Incorporation, or of the By-Laws of the Corporation (whether, directly or indirectly, by merger, consolidation or otherwise) which would affect adversely any right, preference, privilege or voting power of the Series A Preferred Stock or of the Holder(s) thereof; and

(C) The voluntary liquidation, dissolution or winding up of the Corporation, or the sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of the Corporation, or the consolidation, merger or other business combination of the Corporation with or into any other Person, except any such sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of the Corporation or consolidation or merger or other business combination wherein none of the rights, preferences, privileges or voting powers of the Series A Preferred Stock or the Holder(s) thereof are adversely affected.

(ii) The Holder(s) shall have no voting rights with respect to any consolidation, merger or other business combination of the Corporation with or into any other Person if:

(A) to the extent the Corporation is not the surviving Person in such transaction, the Holder(s) will receive the stock of the Person surviving such transaction and such stock shall have voting powers, preferences and relative, participating, optional or other special rights as nearly equal as possible to those provided in this Certificate of Incorporation; and

(B) upon conversion of the Series A Preferred Stock or the stock of the Person surviving such transaction issued in accordance with Subdivision 3(k)(v), the Holder(s) will receive Exchange Property in accordance with Subdivision 3(k).

(iii) The Holder(s) shall have no voting rights with respect to any sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of the Corporation if:

(A) to the extent the Corporation is not the surviving Person in such transaction, the Holder(s) will receive the stock of the Person to whom all or substantially all of the property or business of the Corporation is sold, leased or conveyed and such stock shall have voting powers, preferences and relative, participating, optional or other special rights as nearly equal as possible to those provided in this Certificate of Incorporation; and

(B) upon conversion of the Series A Preferred Stock or the stock of the Person to whom all or substantially all of the property or business of the Corporation is sold, leased or conveyed issued in accordance with Subdivision 3(k)(v), the Holder(s) will receive Exchange Property in accordance with Subdivision 3(k).

(iv) The Holder(s) shall not have any voting rights if, at or prior to the effective time of the act with respect to which such vote would otherwise be required, all outstanding shares of Series A Preferred Stock shall have been converted into shares of Common Stock.

(v) Except as otherwise expressly provided in the Certificate of Incorporation and except as otherwise provided by law, voting rights upon any and all matters shall be vested exclusively in the holders of the Common Stock.

(vi) Unless and until six quarter-yearly dividends on the Series A Preferred Stock shall be in default, in whole or in part, the entire voting power, except as otherwise provided in the Certificate of Incorporation or By-Laws, shall be vested exclusively in the Common Stock in accordance with the provisions of, and except as otherwise expressly provided in, the Certificate of Incorporation. If and whenever six full quarter-yearly dividends (whether or not consecutive) payable on the Series A Preferred Stock shall be in arrears, in whole or in part, the number of Directors then constituting the Board of Directors shall be increased by two and the holders of the Series A Preferred Stock, voting separately as a class, shall be entitled to elect the two additional directors at any annual meeting of shareholders or special meeting held in place thereof, or at a special meeting of the holders of the Series A Preferred Stock called as hereinafter provided. Whenever all arrears in dividends on the Series A Preferred Stock then outstanding shall have been paid and dividends thereon for the current quarter-yearly dividend period shall have been paid or declared and set apart for payment, then the right of the holders of the Series A Preferred Stock to elect such additional two Directors shall cease (but subject always to the same provisions for the vesting of such voting rights in the case of any similar future arrearages in dividends), and the terms of office of all persons elected as Directors by the holders of the Series A Preferred Stock shall forthwith terminate and the number of the Board of Directors shall be reduced accordingly. At any time after such voting power shall have been so vested in the Series A Preferred Stock, the Secretary of the Corporation may, and upon the written request of any holder of the Series A Preferred Stock (addressed to the Secretary at the principal office of the Corporation) shall, call a special meeting of the holders of the Series A Preferred Stock for the election of the two Directors to be elected by them as herein provided, such call to be made by notice similar to that provided in the By-Laws for a special meeting of the shareholders or as required by law. If any such special meeting required to be called as above provided shall not be called by the Secretary within twenty days after receipt of any such request, then any holder of Series A Preferred Stock may call such meeting, upon the notice above provided, and for that purpose shall have access to the stock books of the Corporation. The Directors elected at any such special meeting shall hold office until the next annual meeting of the shareholders or special meeting held in place thereof. In case any vacancy shall occur among the Directors elected by the holders of the Series A Preferred Stock, a successor shall be elected to serve until the next annual meeting of the shareholders or special meeting held in place thereof by the then remaining Director elected by the holders of the Series A Preferred Stock or the successor of such remaining Director.

In any case in which the holders of Series A Preferred Stock shall be entitled to vote pursuant to the provisions of the Certificate of Incorporation or pursuant to law, each holder of Series A Preferred Stock shall be entitled to one vote for each share thereof held.

(o) *Transfer; Optional Redemption by the Corporation Upon Transfer.*

(i) The Transfer of the Series A Preferred Stock by the Holder(s) thereof shall not be restricted other than pursuant to the requirements of applicable law; *provided, however*, that, with respect to any such Transfer of shares of Series A Preferred Stock, the shares so Transferred must have an aggregate Liquidation Preference of at least $1 million and, if applicable, any shares owned by the Holder effecting such Transfer following such Transfer must have an aggregate Liquidation Preference of at least $1 million.

(ii) Upon a Transfer of the Series A Preferred Stock pursuant to Subdivision 3(o)(i) to a Person other than a Permitted Transferee, the Corporation shall have the right, at its option, to redeem, in part or in whole, such Transferred shares of Series A Preferred Stock (the "Optional Redemption Transferred Shares") at any time on or following the fifth anniversary of the date of such Transfer at a redemption price per share of Series A Preferred Stock equal to the then Fair Market Value of such Optional Redemption Transferred Shares and an amount equal to any accrued and unpaid dividends on such Optional Redemption Transferred Shares to, but not including, the Optional Redemption Date.

(A) If the Corporation exercises its optional redemption right to redeem the Optional Redemption Transferred Shares pursuant to Subdivision 3(o)(ii), a written notice (the "Optional Redemption Notice") shall be sent by or on behalf of the Corporation, by first-class mail, postage prepaid, to the Holder(s) of such Optional Redemption Transferred Shares, which shall contain the number of Optional Redemption Transferred Shares, the name of the nationally recognized independent investment banking firm selected by the Corporation to determine the Fair Market Value of the Optional Redemption Transferred Shares to be redeemed, the Fair Market Value of the Optional Redemption Transferred Shares (on a per share and aggregate basis) and such other information required by applicable law.

(B) The date of the redemption of the Optional Redemption Transferred Shares shall be a date selected by the Corporation that is not less than 30 calendar days and not more than 60 calendar days after the date on which the Corporation provides Optional Redemption Notice (the "Optional Redemption Date").

(C) If, on or before the Optional Redemption Date specified in the Optional Redemption Notice, the Corporation has set aside all funds necessary for such redemption, separate and apart from its other funds, in trust for the pro rata benefit of the Holder(s) of the Optional Redemption Transferred Shares so called for redemption, so as to be and continue to be available therefor, then, notwithstanding that any certificate for the Optional Redemption Transferred Shares so called for redemption shall not have been surrendered for cancellation, all the Optional Redemption Transferred Shares so called for redemption shall no longer be deemed outstanding on and after such Optional Redemption Date, and the right to receive dividends thereon and all other rights with respect to such shares shall forthwith on such Optional Redemption Date cease and terminate, except only the right of the Holder(s) thereof to receive the amount payable on redemption thereof without interest.

(iii) A Holder effecting a Transfer pursuant to this Subdivision 3(o) must notify the Registrar of the Transfer on the date of the Transfer. Any purported Transfer of shares of Series A Preferred Stock not in accordance with this Subdivision 3(o) shall be void and have no effect; *provided*, *however*, that the failure to notify the Registrar of any Transfer shall not cause such Transfer to be void and of no effect.

(p) *Reservation of Common Stock.*

(i) The Corporation has reserved and shall continue at all times to reserve and keep available out of its authorized and unissued Common Stock or shares acquired by the Corporation, solely for issuance upon the conversion of shares of Series A Preferred Stock as provided in this Subdivision 3, free from any preemptive or other similar rights, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Series A Preferred Stock then outstanding. The Corporation shall take all such corporate and other actions as from time to time may be necessary to ensure that all shares of Common Stock issuable upon conversion of shares of Series A Preferred Stock at the Conversion Rate in effect from time to time will, upon issue, be duly and validly authorized and issued, fully paid and nonassessable and free of any preemptive or similar rights. For purposes of this Subdivision 3(p), the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of Series A Preferred Stock shall be computed as if at the time of computation all such outstanding shares were held by a single Holder.

(ii) Notwithstanding the foregoing, the Corporation shall be entitled to deliver upon conversion of shares of Series A Preferred Stock, as herein provided, shares of Common Stock acquired by the Corporation (in lieu of the issuance of authorized and unissued shares of Common Stock), so long as (x) any such acquired shares are free and clear of all liens, charges, security interests or encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders) and (y) all such acquired shares have all the same attributes as any other share of Common Stock then outstanding, including without limitation any rights that may then be attached to all or substantially all of the Common Stock then outstanding pursuant to any stockholders' rights plan or similar arrangement.

(iii) All shares of Common Stock delivered upon conversion of the Series A Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holder(s)).

(iv) Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Series A Preferred Stock, the Corporation shall use its reasonable best efforts to comply with all federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(v) The Corporation hereby covenants and agrees that, if at any time the Common Stock shall be listed on the New York Stock Exchange or any other national securities exchange or automated quotation system, the Corporation will, if permitted by the rules of such exchange or automated quotation system, list and keep listed, so long as the Common Stock shall be so listed on such exchange or automated quotation system, all the Common Stock issuable upon conversion of the Series A Preferred Stock.

(q) *Replacement Certificates*. The Corporation shall replace any mutilated Series A Preferred Stock certificate at the Holder's expense upon surrender of that certificate to the Corporation. The Corporation shall replace certificates that become destroyed, stolen or lost at the Holder's expense upon delivery to the Corporation of satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may reasonably be required by the Corporation.

(r) *Miscellaneous.*

(i) All notices referred to herein shall be in writing, and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of receipt thereof or three Business Days after the mailing thereof if sent by registered or certified mail with postage prepaid, addressed: (x) if to the Corporation, to its office at , or (y) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Corporation or (z) to such other address as the Corporation or any such Holder, as the case may be, shall have designated by notice similarly given.

(ii) No Holder of Series A Preferred Stock shall be entitled as such, as a matter of right, to subscribe for or purchase any part of any new or additional issue of stock of any class whatsoever, or of any obligations or other securities convertible into, or exchangeable for, any stock of any class whatsoever, whether now or hereafter authorized and whether issued for cash or other consideration or by way of dividend.

The shares of Series A Preferred Stock shall not have any voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Certificate of Incorporation or as provided by applicable law.

FIFTH: The Secretary of State of the State of New York is hereby designated as the agent of the Corporation upon whom process in any action or proceeding against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against it served on him is:

SIXTH: Its duration is to be perpetual.

SEVENTH: The Board of Directors shall consist of one or more directors, with the exact number to be determined in the manner prescribed by the By-Laws.

1. Unless the election is contested, each director shall be elected by the affirmative vote of a majority of the votes cast for or against the director at any meeting for the election of directors at which a quorum is present. In a contested election, directors shall be elected by a plurality of the votes cast at a meeting of shareholders by the holders of shares of the Corporation entitled to vote in the election. An election shall be considered contested if as of the record date there are more nominees for election than positions on the Board of Directors to be filled by election at the meeting.

2. Until such time that a single person or entity or “group” of persons or entities who have filed as a “group” as defined under Section 13(d) of the Securities Exchange Act of 1934,

as amended, owns at least a majority of the outstanding stock of the Corporation, no director may be removed from the Board of Directors without cause. Following such time, (a) shareholders of the Corporation shall have the power to remove (without cause) and replace directors at a special meeting called in accordance with the terms of the By-Laws of the Corporation and (b) any such removal and replacement shall be authorized by a majority of the votes cast at such meeting by the holders of shares of stock of the Corporation entitled to vote thereon (an abstention shall not count as a vote cast).

3. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board of Directors for any reason may only be filled by a vote of a majority of the directors then in office, even if less than a quorum of the Board of Directors exists.

EIGHTH: The Corporation may purchase, acquire, hold and dispose of the stocks, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and may issue in exchange therefor, its stock, bonds or other obligations.

NINTH: A person who is or was a director of the Corporation shall not be personally liable to the Corporation or its shareholders for damages for any breach of duty in such capacity, except to the extent that the Business Corporation Law of the State of New York as in effect from time to time expressly provides that this Article shall not eliminate or limit such personal liability. Nothing in this Article shall directly or indirectly increase the liability of any such person based upon acts or omissions occurring before the adoption hereof. No amendment, modification or repeal of this Article shall adversely affect any right or protection of any director that exists at the time of such change.

TENTH: The Corporation expressly elects not to be governed by Section 912 of the Business Corporation Law of the State of New York, as the same may be amended and supplemented.

ELEVENTH: Unless the Corporation consents in writing to the selection of an alternative forum, any state or federal court located in New York County in the State of New York (any such court, a “Chosen Court”) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding purportedly brought on behalf of the Corporation, (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer or other employee or shareholder of the Corporation to the Corporation or the Corporation’s shareholders, (iii) any action or proceeding asserting a claim arising pursuant to any provision of the Business Corporation Law of the State of New York or this Certificate of Incorporation or the Corporation’s By-Laws (with respect to each, as may be amended from time to time), or (iv) any action or proceeding asserting a claim otherwise governed by the internal affairs doctrine. Any person holding, purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be (a) deemed to have notice of and consented to the provisions of this Article ELEVENTH, and (b) deemed to have waived any argument relating to the inconvenience of the Chosen Court in connection with any action or proceeding described in this Article ELEVENTH. If any action or proceeding the subject matter of which is within the scope of this Article ELEVENTH is filed in a court other than a Chosen Court (a “Foreign Action”) in the name of any shareholder, such shareholder shall be deemed to have consented to (i) the personal jurisdiction of any Chosen Court in connection with any action or proceeding brought in any such court to enforce this Article ELEVENTH (an "Enforcement Action") and (ii) having service of process made upon such shareholder in any such Enforcement Action by service upon such shareholder's counsel in the Foreign Action as agent for such shareholder.

TWELFTH: The By-Laws of the Corporation may be amended, repealed or adopted by the Board of Directors, except the affirmative vote of the holders of a majority of the voting power of all the shares of the Corporation entitled to vote in the election of directors, voting together as a single class, shall be required to amend, alter, repeal or adopt any By-Law that is inconsistent with the first sentence of Article I, Section 2 of the By-Laws. Any By-Law adopted by the Board of Directors may be amended or repealed by shareholders entitled to vote thereon in the manner prescribed by the By-Laws.

IN WITNESS WHEREOF this Restated Certificate of Incorporation has been signed this day of , 2016.

Name:
Title:

Exhibit 10.2

TAX MATTERS AGREEMENT

by and between

XEROX CORPORATION

and

CONDUENT INCORPORATED

As of , 2016

TABLE OF CONTENTS

This TAX MATTERS AGREEMENT (this "Agreement") is entered into as of , 2016, by and between XEROX CORPORATION, a New York corporation ("Parent"), and CONDUENT INCORPORATED, a New York corporation and a wholly owned subsidiary of Parent ("Spinco" and, together with Parent, the "Parties").

W I T N E S S E T H:

WHEREAS Spinco is a wholly owned subsidiary of Parent and a member of its consolidated group;

WHEREAS, pursuant to an agreement dated as of the date of this Agreement (the "Separation Agreement"), Parent and Spinco have effected or agreed to effect the Separation and the Distribution (together, the "Spin-Off");

WHEREAS the Parties intend that each step of the Internal Transactions, the Contribution and the Distribution qualify for its Intended Tax Treatment; and

WHEREAS the Parties desire to provide for and agree upon the allocation of liability for Taxes arising prior to, as a result of, and subsequent to the Spin-Off, and to provide for and agree upon certain other matters relating to Taxes.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

Certain Definitions and Other Matters

For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings. Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Separation Agreement.

"10% Acquisition Transaction" has the meaning set forth in Section 4.07(b).

"Active Trade or Business" means the active conduct (determined in accordance with Section 355(b) of the Code) of the trade or business described in the Tax Opinion Representations for purposes of satisfying the requirements of Section 355(b) of the Code as it applies to the Distribution with respect to Spinco.

"Adjustment Request" means any formal or informal claim or request made or filed with any Tax Authority for the adjustment, refund, credit or offset of Taxes, including any amended Tax Return claiming adjustment to the Taxes as reported on that Tax Return or, if applicable, to such Taxes as previously adjusted.

"Agreement" has the meaning ascribed to such term in the preamble.

"CFC" means a "controlled foreign corporation" (within the meaning of Section 957(a) of the Code or any comparable state, local or foreign Law).

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Contribution" means the transfer or deemed transfer of Conduent Assets by Parent to Spinco (in one or more steps) in exchange for Conduent stock (and, if applicable, securities), the assumption of the Conduent Liabilities and cash as part of the Reorganization.

"Cravath" means Cravath, Swaine & Moore LLP.

"Cravath Tax Opinion" means the written opinion of Cravath issued to Parent and dated as of the Distribution Date to the effect that each step of the Internal Transactions, the Contribution and the Distribution should qualify for its Intended Tax Treatment for U.S. Federal income Tax purposes.

"Final Determination" means (i) any final determination of liability in respect of a Tax that, under applicable Law, is not subject to further appeal, review or modification through proceedings or otherwise (including the expiration of a statute of limitations or period for the filing of claims for refunds, amended Tax Returns or appeals from adverse determinations), including a "determination" as defined in Section 1313(a) of the Code or execution of an IRS Form 870AD or other similar form, or (ii) the payment of Tax by a Party (or its Subsidiary) that is responsible for payment of that Tax under applicable Law, or the execution of an IRS Form 870 or other similar form, with respect to any item disallowed or adjusted by a Tax Authority, as long as the responsible Party determines that no action should be taken to recoup that payment or file a claim for refund with respect to that item, and the other Party agrees.

"Foreign Reorganization" means the steps of the Spin-Off set forth on Appendix B.

"Indemnifying Party" means a Party from which indemnification is or may be sought under this Agreement.

"Indemnitee" means any Person entitled to indemnification pursuant to this Agreement.

"Indemnity Payment" means an indemnity payment contemplated by any Transaction Agreement.

"Intended Tax Treatment" means, with respect to each step of the Internal Transactions, the Contribution and the Distribution, the Tax consequences set forth for such step on Appendix A.

"IRS" means the U.S. Internal Revenue Service.

“Non-US Spinco Member” means (i) any member of the Spinco Tax Group other than a member that is incorporated, organized or otherwise formed under the laws of the United States or any state thereof or the District of Columbia and (ii) any member of the Spinco Tax Group formed under the laws of the United States or any state thereof or the District of Columbia that is owned, in whole or in part, directly or indirectly, by any member of the Spinco Tax Group described in clause (i).

“Ordinary Course of Business” means an action taken by a Person if that action is taken in the ordinary course of the normal day-to-day operations of that Person.

“Ordinary Taxes” means Taxes other than (i) Transfer Taxes, (ii) Transaction Taxes and (iii) Reorganization Taxes.

“Parent” has the meaning ascribed to such term in the preamble.

“Parent Consolidated Group” means any consolidated, combined, unitary or similar group of which (i) any member of the Parent Tax Group is or was a member and (ii) any member of the Spinco Tax Group is or was a member.

“Parent Tax Group” means (i) Parent, (ii) any Person that is or was a Subsidiary of Parent at any time prior to the Distribution, excluding each member of the Spinco Tax Group, and (iii) any Person that becomes a Subsidiary of Parent at any time after the Distribution.

“Parties” has the meaning ascribed to such term in the preamble.

“Post-Distribution Period” means any taxable period (or portion thereof) beginning after the Distribution Date.

“Pre-Distribution Period” means any taxable period (or portion thereof) ending on or before the Distribution Date.

“Proposed Acquisition Transaction” has the meaning ascribed to such term in Section 4.04(b).

“Protective Section 336(e) Election” means the election to be made pursuant to Section 4.11 of this Agreement.

“Records” has the meaning ascribed to such term in Section 5.01.

“Regulations” means the Treasury Regulations promulgated under the Code.

“Reorganization Tax” means, with respect to each step of the Foreign Reorganization, the aggregate Tax liability (other than liability for Transfer Taxes), as determined by Parent, of the Parent Tax Group and the Spinco Tax Group for such step.

“Restricted Period” has the meaning ascribed to such term in Section 4.04.

"Ruling" means a private letter ruling (including any supplemental ruling) issued by the IRS in connection with the Spin-Off, whether granted prior to, on or after the date hereof.

"Satisfactory Guidance" has the meaning ascribed to such term in Section 4.05(b).

"Section 336(e) Tax Basis" has the meaning ascribed to such term in Section 2.04(d).

"Separation Agreement" has the meaning ascribed to such term in the recitals.

"Spin-Off" has the meaning ascribed to such term in the recitals.

"Spinco" has the meaning ascribed to such term in the preamble.

"Spinco Capital Stock" means (i) all classes or series of stock or other equity interests in Spinco and (ii) all instruments properly treated as stock in Spinco for U.S. Federal income Tax purposes.

"Spinco Tax Group" means (i) Spinco, (ii) any Person that is or was a Subsidiary of Spinco as of the Distribution or at any time prior to the Distribution, (iii) any Person that was a Subsidiary of one or more Persons described in clause (ii) at any time prior to the Distribution and (iv) any Person that becomes a Subsidiary of Spinco at any time after the Distribution but excluding, in the case of clause (ii) or (iii), any Person that is a Subsidiary of Parent immediately after the Distribution.

"Straddle Period" means any taxable period that includes (but does not end on) the Distribution Date.

"Tax" means all forms of taxation or duties imposed by a Governmental Authority, in each case in the nature of a tax, together with any related interest, penalties or other additions to tax.

"Tax Advisor" means a Tax counsel or accountant of recognized national standing in the relevant jurisdiction.

"Tax Asset Value" has the meaning ascribed to such term in Section 2.04(d)(i).

"Tax Authority" means any Governmental Authority charged with the determination, collection or imposition of Taxes.

"Tax Benefit" means any Tax refund or other reduction of Taxes paid or currently payable as a result of a credit or offset or the Tax effect of any item of loss, deduction or credit or any other item (including increases in Tax basis).

"Tax Contest" means an audit, review, examination or other administrative or judicial proceeding, in each case by any Tax Authority.

"Tax Dispute" has the meaning ascribed to such term in Section 5.03.

"Tax Opinions/Rulings" means (i) any Ruling and (ii) any opinion of a Tax Advisor relating to the Spin-Off, including the Cravath Tax Opinion and any opinion issued to allow a party to take actions otherwise prohibited under Section 4.04(a) of this Agreement.

"Tax Opinion Representations" means the representations regarding certain facts in existence at the applicable time made by Parent and Spinco that serve as a basis for the Cravath Tax Opinion.

"Tax Return" means any report of Taxes due, any claims for a refund, credit or offset of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document required or permitted to be filed under applicable Tax Law, including any attachments, exhibits, or other materials submitted with any of the foregoing, and any amendments or supplements to any of the foregoing.

"Tax Return Preparer" means, with respect to any Tax Return that Parent is responsible for filing under Section 3.01, Parent and, with respect to any Tax Return that Spinco is responsible for filing under Section 3.02, Spinco.

"Transaction Agreements" means this Agreement, the Separation Agreement and any Ancillary Agreement.

"Transaction Tax Allocation Percentage" means, with respect to a Party, the quotient, expressed as a percentage and rounded to two (2) decimal points, of the market capitalization of the Party divided by the sum of the market capitalizations of each Party. The market capitalization of a Party means the product of: (i) the volume-weighted average trading price per share of the common stock of that Party for the twenty (20) consecutive trading days beginning on and following the first trading day following the Distribution Date, as quoted by Bloomberg Financial Services through its "Volume at Price" function, rounded to the nearest whole cent, multiplied by (ii) the arithmetic average of the number of shares of that Party's common stock outstanding, on a fully diluted basis, on each of such twenty (20) trading days, rounded to two (2) decimal points.

"Transaction Tax Contest" means a Tax Contest with the purpose or effect of determining or redetermining Transaction Taxes.

"Transaction Taxes" means all (i) Taxes imposed on Parent, Spinco or any of their respective Subsidiaries resulting from the failure of any step of the Internal Transactions, the Contribution or the Distribution to qualify for its Intended Tax Treatment, (ii) Taxes imposed on any third party resulting from the failure of any step of the Internal Transactions, the Contribution or the Distribution to qualify for its Intended Tax Treatment for which Parent, Spinco or any of their respective Subsidiaries is or becomes liable for any reason and (iii) reasonable, out-of-pocket legal, accounting and other advisory or court fees incurred in connection with liability for Taxes described in clause (i) or (ii).

"Transfer Taxes" means any sales, use, stamp, duty or other transfer Taxes.

"Treasury Regulations" means the Treasury regulations promulgated under the Code.

"Unqualified Tax Opinion" has the meaning ascribed to such term in Section 4.05(c).

ARTICLE II

Allocation of Tax Liabilities and Benefits

SECTION 2.01. Indemnity by Parent. From and after the Distribution, Parent shall be liable for, and shall indemnify, save and hold harmless Spinco from, the following Taxes, whether incurred directly by Spinco or indirectly through a member of the Spinco Tax Group, without duplication:

(a) Ordinary Taxes allocated to Parent under Section 2.03;

(b) Transaction Taxes allocated to Parent under Section 2.04;

(c) Reorganization Taxes allocated to Parent under Section 2.05; and

(d) Transfer Taxes allocated to Parent under Section 2.06.

SECTION 2.02. Indemnity by Spinco. From and after the Distribution, Spinco shall be liable for, and shall indemnify, save and hold harmless Parent from, the following Taxes, whether incurred directly by Parent or indirectly through a member of the Parent Tax Group, without duplication:

(a) Ordinary Taxes allocated to Spinco under Section 2.03;

(b) Transaction Taxes allocated to Spinco under Section 2.04;

(c) Reorganization Taxes allocated to Spinco under Section 2.05; and

(d) Transfer Taxes allocated to Spinco under Section 2.06.

SECTION 2.03. Allocation of Ordinary Taxes. (a) For any Pre-Distribution Period:

(i) Ordinary Taxes of Parent and its Subsidiaries that are attributable to the BPO Business shall be allocated to Spinco; and

(ii) all other Ordinary Taxes of Parent and its Subsidiaries shall be allocated to Parent.

The determination of whether Ordinary Taxes of Parent and its Subsidiaries are attributable to the Spinco Business shall be made according to the methodology set forth in Appendix C.

(b) For any Post-Distribution Period:

(i) Ordinary Taxes of Parent and its Subsidiaries shall be allocated to Parent; and

(ii) Ordinary Taxes of Spinco and its Subsidiaries shall be allocated to Spinco.

(c) In the case of any Straddle Period, Taxes shall be allocated between the Pre-Distribution Period and the Post-Distribution Period, in the case of: (i) real, personal and intangible property Taxes, on a daily pro rata basis; and (ii) other Taxes, as if the relevant taxable period ended as of the close of business on the Distribution Date. In the case of any such other Taxes attributable to the ownership of any equity interest in any partnership, other "flowthrough" entity or CFC, such Taxes shall be allocated between the Pre-Distribution Period and the Post-Distribution Period as if the taxable period of such partnership, other "flowthrough" entity or CFC ended as of the close of business on the Distribution Date (whether or not such Taxes arise in a Straddle Period of the applicable owner).

(d) Notwithstanding the foregoing, (i) to the extent Ordinary Taxes of Parent, Spinco or their respective Subsidiaries consist of interest, penalties or other additions to tax that result from any member of the Parent Tax Group's action or omission in breach of Section 3.05 of this Agreement (except for an action or omission resulting from any member of the Spinco Tax Group's action or omission in breach of Section 3.04 of this Agreement), such Ordinary Taxes shall be allocated to Parent to such extent and (ii) to the extent any such Ordinary Taxes consist of interest, penalties or other additions to tax that result from any member of the Spinco Tax Group's action or omission in breach of Section 3.05 of this Agreement (except for an action or omission resulting from any member of the Parent Tax Group's action or omission in breach of Section 3.04 of this Agreement), such Ordinary Taxes shall be allocated to Spinco to such extent.

SECTION 2.04. Allocation of Transaction Taxes. (a) Transaction Taxes shall be allocated to Spinco to the extent such Transaction Taxes result from:

(i) the failure to be true and correct of any Tax Opinion Representation made by Spinco;

(ii) any action or omission by any member of the Spinco Tax Group in breach of any covenant or agreement contained in any Transaction Agreement;

(iii) any action by Spinco or any of its Affiliates described in Section 4.04, without regard to Section 4.05;

(iv) the direct or indirect acquisition after the Distribution by one or more Persons of stock in Spinco that results in Transaction Taxes as a result of the application of Section 355(a)(1)(B) or Section 355(e) of the Code; or

(v) any other action or omission by any member of the Spinco Tax Group that Spinco knows or reasonably should expect could give rise to Transaction Taxes.

(b) Transaction Taxes shall be allocated to Parent to the extent such Transaction Taxes result from:

(i) the failure to be true and correct of any Tax Opinion Representation made by Parent;

(ii) any action or omission by any member of the Parent Tax Group in breach of any covenant or agreement contained in any Transaction Agreement;

(iii) the direct or indirect acquisition after the Distribution by one or more Persons of stock in Parent that results in Transaction Taxes as a result of the application of Section 355(a)(1)(B) or Section 355(e) of the Code; or

(iv) any other action or omission by any member of the Parent Tax Group that Parent knows or reasonably should expect could give rise to Transaction Taxes.

(c) Notwithstanding clause (a) or (b) of this Section, if a Transaction Tax would be allocated under neither clause (a) nor (b) of this Section or would be allocated under both clauses (a) and (b) of this Section, the Transaction Tax shall be allocated between the Parties in accordance with each Party's relative Transaction Tax Allocation Percentage.

(d) Notwithstanding any other provision of this Agreement, if the Contribution or Distribution fails to qualify (in whole or in part) for its Intended Tax Treatment and, as a result of such failure, either alone or together with the Protective Section 336(e) Election, Spinco or any member of the Spinco Tax Group realizes an increase in Tax basis (the "Section 336(e) Tax Basis"), Spinco shall make annual payments to Parent in an amount equal to the product of (i) the Tax Asset Value for the applicable taxable year multiplied by (ii) one hundred percent minus the percentage of the Transaction Taxes that resulted from such failure that Spinco paid (either to Parent or directly to the applicable Tax Authority).

(i) For purposes of this Agreement, "Tax Asset Value" for a taxable year means the product of (A)(1) the total depreciation and amortization claimed on any member of the Spinco Tax Group's U.S. Federal income Tax Return for such taxable year to the extent arising out of the Section 336(e) Tax Basis plus

(2) any portion of the Section 336(e) Tax Basis that is taken into account in determining gain or loss in a taxable transaction and (B) the combined U.S. Federal and state income Tax rate used by Spinco for financial accounting purposes for such taxable year, as adjusted under Section 2.04(d)(ii).

(ii) If any deferred tax asset resulting from any depreciation or amortization described in Section 2.04(d)(i)(A)(1) claimed for the applicable tax year is properly reduced or offset by a valuation allowance in Spinco's consolidated U.S. financial statements prepared in accordance with GAAP for such taxable year, the Tax Asset Value for such taxable year will be reduced, but not below zero, by the amount of such valuation allowance. If any valuation allowance previously taken into account in the determination of the Tax Asset Value under the previous sentence is released or reduced in Spinco's consolidated U.S. financial statements prepared in accordance with GAAP for a taxable year, the Tax Asset Value for such taxable year will be increased by an amount equal to the amount of such release or reduction.

(iii) Any payment made pursuant to this paragraph (d) shall be made on or before the date on which Spinco files its U.S. Federal income Tax Return for the applicable taxable year.

(e) Notwithstanding any other provision of this Agreement, if Transaction Taxes are incurred other than as a result of the Contribution or the Distribution failing to qualify (in whole or in part) for its Intended Tax Treatment or Reorganization Taxes are incurred in excess of the amount allocated to Parent under the first sentence of Section 2.05 and, as a result of such Transaction Taxes or Reorganization Taxes, any member of the Parent Tax Group or the Spinco Tax Group actually realizes a Tax Benefit, then the Parties shall make appropriate payments to share the Tax Benefit in the same manner as the Taxes were allocated pursuant to this Agreement (provided that no Tax shall be considered to be allocated to a Party for purposes of computing a payment under this Section 2.04(e) to the extent such other Party owes but has not yet paid any amount in respect of such Tax).

SECTION 2.05. Allocation of Reorganization Taxes. Reorganization Taxes for each step of the Foreign Reorganization shall be allocated to Parent up to the amount set forth for such step on Appendix B. Any excess shall be allocated to Spinco to the extent such excess results from an action or omission by any member of the Spinco Tax Group in breach of Section 4.10 and otherwise shall be allocated between the Parties in accordance with each Party's relative Transaction Tax Allocation Percentage.

SECTION 2.06. Allocation of Transfer Taxes. (a) All Transfer Taxes incurred as a result of the Spin-Off for which any member of the Parent Tax Group is primarily or in the first instance responsible under applicable Law shall be allocated to Parent and all such Transfer Taxes for which any member of the Spinco Tax Group is primarily or in the first instance responsible under applicable Law shall be allocated to Spinco.

(b) Notwithstanding clause (a) of this Section, if a Transfer Tax would be allocated under clause (a) of this Section to neither Parent nor Spinco or to both Parent and Spinco, then 50% of such Transfer Tax shall be allocated to Parent and 50% of such Transfer Tax shall be allocated to Spinco.

SECTION 2.07. Refunds and Credits. Except to the extent provided in Appendix D, if Parent, Spinco or any of their respective Subsidiaries receives a refund of a Tax for which the other Party is liable (in whole or in part) under this Agreement (a "Refund Recipient"), such Refund Recipient shall pay to the other Party, within 30 days of receipt of such refund, an amount equal to the product of (i) such refund, net of any Taxes and reasonable out-of-pocket expenses incurred in connection with the receipt of such refund, multiplied by (ii) the percentage of such Tax for which the other Party is liable under this Agreement (reduced to the extent such other Party owes but has not yet paid any amount in respect of such Tax under this Agreement). If a Party would be a Refund Recipient but for the fact it elected to apply a refund to which it would otherwise have been entitled against a Tax liability arising in a subsequent taxable period, then for purposes of the immediately preceding sentence, such Party shall be treated as a Refund Recipient with respect to such refund, and shall be treated as receiving such refund on the due date of the Tax Return to which such refund is applied to reduce the subsequent Tax liability.

SECTION 2.08. No Duplicative Payment. (a) Notwithstanding anything to the contrary in this Agreement, it is intended that the provisions of this Agreement will not result in a duplicative payment of any amount required to be paid under the Transaction Agreements, and this Agreement will be construed accordingly.

(b) Spinco shall be treated as having paid Taxes for which it is liable under this Agreement to the extent any amounts in respect of such Taxes were either paid by any member of the Spinco Tax Group to Parent or to the applicable Tax Authority or were taken into account in determining the amount of any Intercompany Account settled as part of the Spin-Off, in each case as determined by Parent.

SECTION 2.09. Amount of Indemnity Payments. The amount of any Indemnity Payment shall be (i) reduced to take into account any Tax Benefit actually realized by the indemnitee resulting from the incurrence of the liability in respect of which the Indemnity Payment is made and (ii) increased to take into account any Tax cost actually realized by the indemnitee resulting from the receipt of the Indemnity Payment (including any Tax cost arising from such Indemnity Payment having resulted in income or gain to either Party, for example, under Section 1.1502-19 of the Regulations, and any Taxes imposed on additional amounts payable pursuant to this clause).

SECTION 2.10. Treatment of Indemnity Payments. Any Indemnity Payment (other than any portion of a payment that represents interest) shall be treated by Parent and Spinco for all Tax purposes as a distribution from Spinco to Parent immediately prior to the Distribution (if made by Spinco to Parent) or as a contribution from Parent to Spinco immediately prior to the Distribution (if made by Parent to Spinco), except as otherwise required by applicable Law or a Final Determination.

ARTICLE III

Preparation and Filing of Tax Returns, Payment of Taxes and Tax Contests

SECTION 3.01. Parent Responsibility for Preparing Tax Returns. Parent shall timely prepare, or cause to be prepared, all Tax Returns of the Parent Tax Group and the Spinco Tax Group for any taxable period beginning before the Distribution Date other than Tax Returns described in Section 3.02. If Spinco is responsible for filing any such Tax Return under Section 3.05(a), Parent shall, subject to Section 3.03, promptly deliver such prepared Tax Return to Spinco reasonably in advance of the applicable filing deadline.

SECTION 3.02. Spinco Responsibility for Preparing Tax Returns. Spinco shall timely prepare, or cause to be prepared, all Tax Returns for the Spinco Tax Group for any taxable period beginning before the Distribution Date if such Tax Returns are of a type that a member of the Spinco Tax Group has historically been responsible for preparing. If Parent is responsible for filing any such Tax Return under Section 3.05(a), Spinco shall, subject to Section 3.03, promptly deliver such prepared Tax Return to Parent reasonably in advance of the applicable filing deadline.

SECTION 3.03. Method of Preparing Tax Returns. Any Tax Return described in Section 3.01 or Section 3.02 shall be correct and complete in all material respects. To the extent that any such Tax Return directly relates to matters for which the other Party is reasonably expected to have an indemnification obligation to the Tax Return Preparer, or that may give rise to a refund to which that other Party would be entitled, under this Agreement, the Tax Return Preparer shall (i) prepare the relevant portions of the Tax Return on a basis consistent with past practice, except (w) as necessary to reflect the Spin-Off, (x) as required by applicable Law or to correct any clear error, (y) as a result of changes or elections made on any Tax Return of a Parent Consolidated Group that do not relate primarily to Spinco or (z) as mutually agreed by the Parties; (ii) notify the other Party of any such portions not prepared on a basis consistent with past practice; (iii) provide the other Party a commercially reasonable opportunity to review the relevant portions of the Tax Return; (iv) consider in good faith any reasonable comments made by the other Party; and (v) use commercially reasonable efforts to incorporate, in the portion of such Tax Return related to the other Party's potential indemnification obligation (or refund entitlement), any reasonable comments made by the other Party relating to the Tax Return Preparer's compliance with clause (i).

SECTION 3.04. Information Packages. Each Party (i) shall provide to the other Party (in the format reasonably determined by the other Party) all information and assistance requested by the other Party as reasonably necessary to prepare any Tax Return described in Section 3.01 or 3.02 on a timely basis consistent with the current practices of Parent and its Subsidiaries in preparing Tax Returns and (ii) in so providing such information and assistance, shall use any systems and third-party service providers as are consistent with the current practices of Parent and its Subsidiaries in preparing Tax Returns.

SECTION 3.05. Filing of Tax Returns and Payment of Taxes. (a) Each Party shall execute and timely file, or cause to be executed and timely filed, each Tax Return that it (or one of its Subsidiaries) is responsible for filing under applicable Law and shall timely pay, or cause to be paid, to the relevant Tax Authority any amount shown as due on each such Tax Return. The obligation to make payments pursuant to this Section 3.05(a) shall not affect a Party's right, if any, to receive payments under Section 3.05(b) or otherwise be indemnified with respect to the applicable Tax liability.

(b) In addition to its obligations under Section 3.03, the relevant Tax Return Preparer shall, no later than fifteen business days before the due date (including extensions) of any Tax Return described in Section 3.01 or 3.02, notify the other Party of any amount (or any portion of any such amount) shown as due on that Tax Return for which the other Party must indemnify the Tax Return Preparer under this Agreement. The other Party shall pay such amount to the Tax Return Preparer no later than the due date (including extensions) of the relevant Tax Return. A failure by an Indemnitee to give notice as provided in this Section 3.05(b) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(c) Any notice provided pursuant to Section 3.05(b) shall include a written statement setting forth (i) the aggregate amount of Tax shown as due on the applicable Tax Return and (ii) back-up calculations showing the amount for which the other Party must indemnify the Tax Return Preparer under this Agreement. In the case where any portion of such amount represents income attributable to the ownership of any equity interest in any partnership, other "flowthrough" entity or CFC, the taxable period of which was a Straddle Period, such back-up calculations shall set forth the hypothetical "closing of the books" of such partnership, other "flowthrough" entity or CFC pursuant to Section 2.03(c).

(d) In the case of any Tax Return that is required to be prepared by one Party under this Agreement and that is required by Law to be filed by another Party (or by its authorized representative), the latter Party will not be required to file such Tax Return under this Agreement if there is no substantial authority for the Tax treatment of any material Tax items reported on the Tax Return.

SECTION 3.06. Adjustment Requests (Including Amended Tax Returns). (a) Spinco will not file any Adjustment Request with respect to any Tax for which Parent has an indemnification obligation under this Agreement or that would otherwise reasonably be expected to give rise to a Tax liability for which Parent would be responsible (and for which Parent may not seek indemnification under this Agreement) and Parent will not file any Adjustment Request with respect to any Tax for which Spinco has an indemnification obligation under this Agreement or that would otherwise reasonably be expected to give rise to a Tax liability for which Spinco would be responsible (and for which Spinco may not seek indemnification under this Agreement), in each case without the consent of the other Party (not to be unreasonably withheld, conditioned or delayed). Any Adjustment Request that the Parties consent to make under this Section 3.06 will be prepared by the Tax Return Preparer for the Tax Return to be adjusted.

(b) Spinco and its Affiliates will make any available elections to waive the right to carry back any Tax attributes of any member of the Spinco Tax Group from any Post-Distribution Period to any Pre-Distribution Period of such member and will not make any affirmative election to claim any such carryback.

SECTION 3.07. Tax Contests. (a) Parent or Spinco, as applicable, shall, within 30 days of becoming aware of any Tax Contest (including a Transaction Tax Contest) that could reasonably be expected to cause the other Party to have an indemnification obligation (or refund entitlement) under this Agreement, notify the other Party of such Tax Contest and thereafter promptly forward or make available to the Indemnifying Party copies of notices and communications relating to the relevant portions of such Tax Contest. A failure by an Indemnitee to give notice as provided in this Section 3.07(a) (or to promptly forward any such notices or communications) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(b) Parent and Spinco each shall have the exclusive right to control the conduct and settlement of any Tax Contest, other than a Transaction Tax Contest, relating to any Tax Return that it is responsible for preparing pursuant to Section 3.01 or 3.02, as applicable. Notwithstanding the foregoing, if the conduct or settlement of any portion or aspect of any such Tax Contest could reasonably be expected to cause a Party to have an indemnification obligation (or refund entitlement) under this Agreement, then (i) the Indemnifying Party shall have the right to share joint control over the conduct and settlement of that portion or aspect and (ii) whether or not the Indemnifying Party exercises that right, the Indemnitee shall not accept or enter into any settlement without the consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed).

(c) Parent and Spinco shall have the right to control jointly the conduct and settlement of any Transaction Tax Contest. Notwithstanding the foregoing, Parent shall be entitled to control exclusively the conduct and settlement of any Transaction Tax Contest if Parent notifies Spinco that (notwithstanding the rights and obligations of the Parties under this Agreement) Parent agrees to pay (and indemnify Spinco against) any Transaction Taxes resulting from such Transaction Tax Contest.

(d) In any case where the Parties control jointly the conduct and settlement of any Tax Contest (or portion or aspect thereof): (i) neither Party shall accept or enter into any settlement of such Tax Contest (or the relevant portion or aspect thereof) without the consent of the other Party (not to be unreasonably withheld, conditioned or delayed), (ii) both Parties shall have a right to review and consent (not to be unreasonably withheld, conditioned or delayed) to any correspondence or filings to be submitted to any Tax Authority with respect to such Tax Contest (or the relevant portion or aspect thereof) and (iii) both Parties shall have the right to attend any formally scheduled meetings with any Tax Authority or hearings or proceedings before any judicial authority, in each case with respect to such Tax Contest (or the relevant portion or aspect thereof).

SECTION 3.08. Expenses and Applicability. (a) Each Party shall bear its own expenses in the course of any Tax Contest, other than expenses included in the definition of Transaction Taxes, which shall be governed by Article II.

(b) This Article III shall not apply before the Distribution.

ARTICLE IV

Tax Matters Relating to the Spin-Off

SECTION 4.01. Mutual Representations. Each Party represents that it knows of no fact, and has no plan or intention to take any action, that it knows or reasonably should expect, after consultation with a Tax Advisor, (i) is inconsistent with the qualification of any step of the Internal Transactions, the Contribution or the Distribution for its Intended Tax Treatment or (ii) would adversely affect the effectiveness or validity any Ruling that has been requested or received from the IRS.

SECTION 4.02. Mutual Covenants. (a) Each Party shall use its reasonable best efforts to cause the Cravath Tax Opinion to be issued, including by executing the Tax Opinion Representations requested by Cravath that are true and correct.

(b) Except as otherwise expressly required or permitted by the Transaction Agreements, after the Distribution neither Party shall take or fail to take, or cause or permit its respective Subsidiaries to take or fail to take, any action, if such action or omission would be inconsistent with its Tax Opinion Representations or the Intended Tax Treatment.

SECTION 4.03. Termination of Tax Sharing Agreements. Prior to the Distribution, the Parties shall terminate all Tax allocation or sharing agreements that are exclusively between one or more members of the Spinco Tax Group, on the one hand, and one or more members of the Parent Tax Group, on the other hand (other than this Agreement). Upon withdrawal, all rights and obligations under such agreements shall cease.

SECTION 4.04. Restricted Actions. (a) Subject to Section 4.05, during the period that begins on the Distribution and ends on the second anniversary of the Distribution Date (the “Restricted Period”), Spinco will not (and will not cause or permit its Subsidiaries to), in any transaction or series of transactions:

(i) liquidate or partially liquidate Spinco or any other member of the Spinco Tax Group, whether by merger, consolidation, conversion or otherwise;

(ii) enter into or cause or permit any Proposed Acquisition Transaction;

(iii) redeem or otherwise repurchase (directly or indirectly) any Spinco Capital Stock, except to the extent such redemptions or repurchases meet the following requirements: (w) there is a good business purpose for the stock purchases, (x) the stock to be purchased is widely held, (y) the stock purchases will be made on the open market and (z) the aggregate amount of stock purchases will be less than 20% of the total value of the outstanding stock of Spinco (determined on the Distribution Date);

(iv) sell or transfer 50% or more of the gross assets of the Active Trade or Business or 50% or more of the consolidated gross assets that Spinco and its Subsidiaries held immediately before the Distribution (provided, however, that the foregoing shall not apply to (w) sales, transfers or dispositions of assets in the Ordinary Course of Business, (x) payments of cash to acquire assets from an unrelated Person in an arm's length transaction, (y) sales, transfers or dispositions of assets to a Person that is disregarded as an entity separate from the transferor for U.S. Federal income Tax purposes or (z) any mandatory or optional repayments (or prepayments) of any indebtedness of Spinco or any of its Subsidiaries); or

(v) cause or permit Spinco and its Subsidiaries to cease to operate the Active Trade or Business in a manner substantially consistent with the operation of the Active Trade or Business immediately before the Distribution.

(b) (i) For purposes of this Agreement, "Proposed Acquisition Transaction" means any transaction or series of transactions (or any agreement, understanding or arrangement to enter into a transaction or series of transactions) as determined for purposes of Section 355(e) of the Code, in connection with which one or more Persons would (directly or indirectly) acquire, or have the right to acquire (including pursuant to an option, warrant or other conversion right), from any other Person or Persons, Spinco Capital Stock that, when combined with any other acquisitions of Spinco Capital Stock that occur after the Distribution (but excluding any other acquisition described in clause (ii)) comprises 20% or more of the value or the total combined voting power of all interests that are treated as outstanding equity in Spinco for U.S. Federal income Tax purposes immediately after such transaction or, in the case of a series of related transactions, immediately after any transaction in such series. For this purpose, any recapitalization, repurchase or redemption of Spinco Capital Stock and any amendment to the certificate of incorporation (or other organizational documents) of Spinco shall be treated as an indirect acquisition of Spinco Capital Stock by any shareholder to the extent such shareholder's percentage interest in interests that are treated as outstanding equity in Spinco for U.S. Federal income Tax purposes increases by vote or value.

(ii) Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (y) transfers on an established market of Spinco Capital Stock that are described in Safe Harbor VII of Section 1.355-7(d) of the Regulations or (z) issuances of Spinco Capital Stock that satisfy Safe Harbor VIII (relating to acquisitions in connection with a Person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Section 1.355-7(d) of the Regulations; provided, that such transaction or series of transactions shall constitute a Proposed Acquisition Transaction if meaningful factual diligence is necessary to establish that Section 4.04(b)(ii)(y) or (z) applies.

(c) If Spinco merges or consolidates with another Person to form a new Person, references in this Agreement to Spinco shall be to that new Person and Spinco Capital Stock shall refer to the capital stock or other relevant instruments or rights of that new Person.

(d) The provisions of this Section 4.04, including the definition of "Proposed Acquisition Transaction", are intended to monitor compliance with Section 355 of the Code and shall be interpreted accordingly. Any clarification of, or change in, Section 355 of the Code or the Regulations thereunder shall be incorporated into this Section 4.04 and its interpretation.

SECTION 4.05. Consent To Take Certain Restricted Actions. (a) Spinco may (and may cause or permit its Subsidiaries to) take an action otherwise prohibited under Section 4.04(a) if, prior to taking such action, Parent provides consent. Parent may not withhold its consent if Spinco has provided it with Satisfactory Guidance.

(b) For purposes of this Agreement, "Satisfactory Guidance" means either a Ruling or an Unqualified Tax Opinion, at the election of Spinco, in either case satisfactory to Parent in both form and substance, including with respect to any underlying assumptions or representations and any legal analysis contained therein, and concluding that the proposed action will not cause any step of the Internal Transactions, the Contribution or the Distribution to fail to qualify for its Intended Tax Treatment for U.S. Federal income Tax purposes.

(c) For purposes of this Agreement, "Unqualified Tax Opinion" means an unqualified "will" opinion of a Tax Advisor that permits reliance by Parent. The Tax Advisor, in issuing its opinion, shall be permitted to rely on the validity and correctness, as of the date given, of any previously issued Tax Opinions/Rulings, unless such reliance would be unreasonable under the circumstances, and shall assume that each step of the Internal Transactions, the Contribution and the Distribution would have qualified for its Intended Tax Treatment for U.S. Federal income Tax purposes if the action in question did not occur.

SECTION 4.06. Procedures Regarding Opinions and Rulings. (a) If Spinco notifies Parent that it desires to take a restricted action described in Section 4.04(a) and seeks Satisfactory Guidance for purposes of Section 4.05, Parent, at the request of Spinco, shall use commercially reasonable efforts to expeditiously obtain, or assist Spinco in obtaining, such Satisfactory Guidance. Notwithstanding the foregoing, Parent shall not be required to take any action pursuant to this Section 4.06(a) if, upon request, Spinco fails to certify that all information and representations relating to Spinco or any Subsidiary of Spinco in the relevant documents are true, correct and complete or fails to obtain certification from any counterparty to any Proposed Acquisition Transaction that all information and representations relating to such counterparty in the relevant documents are true, correct and complete. Spinco shall reimburse Parent for all reasonable out-of-pocket costs and expenses incurred by Parent or any Subsidiary of Parent in obtaining Satisfactory Guidance within 30 days after receiving an invoice from Parent therefor.

(b) Parent shall have the right to obtain a Ruling, any other guidance from any Tax Authority or an opinion of Tax counsel or an accounting firm relating to the Spin-Off at any time in Parent's sole discretion. Spinco, at the request of Parent, shall use commercially reasonable efforts to expeditiously obtain, or assist Parent in obtaining, any such Ruling, other guidance or opinion; provided, however, that Spinco shall not be required to make any representation or covenant that it does not reasonably believe is (and will continue to be) true, accurate and consistent with historical facts. Parent shall reimburse Spinco for all reasonable out-of-pocket costs and expenses incurred by Spinco or any Subsidiary of Spinco in obtaining a Ruling, other guidance or opinion requested by Parent within 30 days after receiving an invoice from Spinco therefor.

(c) Parent shall have exclusive control over the process of obtaining any Ruling or other guidance from any Tax Authority concerning the Spin-Off, and Spinco shall not independently seek any Ruling or other guidance concerning the Spin-Off at any time. In connection with any Ruling requested by Spinco pursuant to Section 4.06(a) or that can reasonably be expected to affect Spinco's liabilities under this Agreement, Parent shall (i) keep Spinco informed of all material actions taken or proposed to be taken by Parent, (ii) reasonably in advance of the submission of any ruling request provide Spinco with a draft thereof, consider Spinco's comments on such draft and provide Spinco with a final copy thereof and (iii) provide Spinco with notice reasonably in advance of, and (subject to the approval of the IRS) permit Spinco to attend, any formally scheduled meetings with the IRS that relate to such Ruling.

(d) Notwithstanding anything herein to the contrary, Spinco shall not seek a ruling with respect to a Pre-Distribution Period (whether or not relating to the Spin-Off) if Parent determines that there is a reasonable possibility that such action could have a material adverse impact on Parent or any Subsidiary of Parent.

SECTION 4.07. Notification and Certification Regarding Certain Acquisition Transactions. (a) If Spinco proposes to enter into any 10% Acquisition Transaction or take any affirmative action to permit any 10% Acquisition Transaction to occur at any time during the 30-month period following the Distribution Date, Spinco shall undertake in good faith to provide Parent, no later than 30 days following the signing of any written agreement with respect to such 10% Acquisition Transaction or obtaining knowledge of the occurrence of any such 10% Acquisition Transaction that takes place without written agreement, with a written description of such transaction (including the type and amount of Spinco Capital Stock to be acquired) and a brief explanation as to why Spinco believes that such transaction does not result in the application of Section 355(a)(1)(B) or 355(e) of the Code to the Spin-Off.

(b) For purposes of this Agreement, "10% Acquisition Transaction" means any transaction or series of transactions that would be a Proposed Acquisition Transaction if the percentage specified in the definition of Proposed Acquisition Transaction were 10% instead of 20%.

SECTION 4.08. Tax Reporting of the Spin-Off. The Tax Returns of Parent, Spinco and their respective Affiliates will report the Tax items relating to the Spin-Off consistent with the Intended Tax Treatment and this Agreement, unless otherwise required by applicable Law or a Final Determination.

SECTION 4.09. Actions after the Distribution on the Distribution Date. Spinco will not take any action on the Distribution Date after the Distribution that is outside the ordinary course of business of Spinco.

SECTION 4.10. Actions after the Distribution Date for Remainder of Calendar Year. (a) From and after the Distribution Date, Spinco and its Subsidiaries shall not, without the prior consent of Parent, engage in, enter into, undertake or cause or permit any Non-US Spinco Member to engage in, enter into, or undertake any of the following actions or series of actions having an effective date on or before January 1 of the calendar year immediately following the calendar year in which the Distribution Date occurs:

(i) A distribution, whether in the form of a dividend, return of capital or otherwise;

(ii) A redemption or other repurchase (directly or indirectly) of any shares of capital stock of any Non-US Spinco Member;

(iii) Any loan or series of loans that would reasonably be expected to result in an inclusion under Section 956 of the Code;

(iv) Any merger, consolidation, amalgamation, combination, demerger, liquidation, conversion or other corporate restructuring having similar effect;

(v) A sale of assets to any Subsidiary of Spinco or to any unrelated party;

(vi) A sale of any shares of any Subsidiary of Spinco to any other Subsidiary of Spinco or to any unrelated party;

(vii) The filing of a U.S. Internal Revenue Service Form 8832 with respect to any Non-US Spinco Member or any other action that would reasonably be expected to change the U.S. entity classification of any Non-US Spinco Member; or

(viii) Any similar actions or transactions outside of the Ordinary Course of Business of any Non-US Spinco Member that would reasonably be expected to impact the earnings and profits as determined for U.S. Federal income Tax purposes of any Non-US Spinco Member.

(b) During the Restricted Period, no member of the Spinco Tax Group shall engage in, enter into, undertake or cause or permit any action or series of actions that it knows or reasonably would expect to result in the incurrence of Reorganization Taxes in excess of the amount of Reorganization Taxes allocated to Parent under the first sentence of Section 2.05.

SECTION 4.11. Protective Section 336(e) Election. Parent will make a valid protective election under Section 336(e) of the Code and Section 1.336-2(j) of the Regulations (and any similar provision of U.S. state or local Law) in connection with the Distribution. Accordingly, the Parties agree that this Agreement constitutes a written, binding agreement to make a protective election under Section 336(e) of the Code as contemplated by Section 1.336-2(h)(1)(i) of the Regulations. Spinco will cooperate with Parent to facilitate the making of such election.

ARTICLE V

Procedural Matters

SECTION 5.01. Cooperation. Each Party shall cooperate (and cause their respective Subsidiaries to cooperate) with reasonable requests from the other Party in matters covered by this Agreement, including in connection with the preparation and filing of Tax Returns, the calculation of Taxes, the determination of the proper financial accounting treatment of Tax items and the conduct and settlement of Tax Contests. Such cooperation shall include:

(i) retaining until the expiration of the relevant statute of limitations (including extensions) records, documents, accounting data, computer data and other information ("Records") necessary for the preparation, filing, review, audit or defense of all Tax Returns relevant to an obligation, right or liability of either Party under this Agreement;

(ii) providing the other Party reasonable access to Records and to its personnel (ensuring their cooperation) and premises during normal business hours to the extent relevant to an obligation, right or liability of the other Party under this Agreement or otherwise reasonably required by the other Party to complete Tax Returns or to compute the amount of any payment contemplated by this Agreement; and

(iii) notifying the other Party prior to disposing of any relevant Records and affording the other Party the opportunity to take possession or make copies of such Records at its discretion.

SECTION 5.02. Indemnification Claims and Payments. (a) An Indemnitee shall be entitled to make a claim for payment with respect to Taxes under this Agreement when the Indemnitee determines that it is entitled to such payment and is able to calculate with reasonable accuracy the amount of such payment. Except as otherwise provided in Section 3.05(b), the Indemnitee shall provide to the Indemnifying Party notice of such claim within 60 business days of the first date on which it so becomes entitled to make such claim. Such notice shall include a description of such claim and a detailed calculation of the amount claimed.

(b) Except as otherwise provided in Section 3.05(b), the Indemnifying Party shall make the claimed payment to the Indemnitee within 60 days after receiving such notice, unless the Indemnifying Party reasonably disputes its liability for, or the amount of, such payment.

(c) A failure by an Indemnitee to give notice as provided in Section 3.05(b) or 5.02(a) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(d) Nothing in this Section 5.02 shall prejudice a Party's right to receive payments pursuant to Section 3.05(b).

SECTION 5.03. Tax Disputes. Notwithstanding Section 6.02, this Section 5.03 shall govern the resolution of any dispute arising between the Parties in connection with this Agreement, other than a dispute (i) relating to liability for Transaction Taxes or (ii) in which the amount of liability in dispute exceeds $5 million (a "Tax Dispute"). The Parties shall negotiate in good faith to resolve any Tax Dispute for 45 days (unless earlier resolved). Upon notice of either Party after 45 days, the matter will be referred to a Tax Advisor acceptable to both Parties. The Tax Advisor may, in its discretion, obtain the services of any third party necessary to assist it in resolving the Tax Dispute. The Parties shall instruct the Tax Advisor to furnish notice to each Party of its resolution of the Tax Dispute as soon as practicable, but in any event no later than 60 days after its acceptance of the matter for resolution. Any such resolution by the Tax Advisor will be binding on the Parties and the Parties shall take, or cause to be taken, any action necessary to implement the resolution. All fees and expenses of the Tax Advisor shall be shared equally by the Parties. If, having determined that a Tax Dispute must be referred to a Tax Advisor, after 45 days the Parties are unable to find a Tax Advisor willing to adjudicate the Tax Dispute in question and that the Parties in good faith find acceptable, then this Section 5.03 shall cease to apply to that Tax Dispute.

ARTICLE VI

Miscellaneous

SECTION 6.01. Counterparts; Entire Agreement. (a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

(b) This Agreement and the Appendices, Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. In the event of any inconsistency between this Agreement and the Separation Agreement or any other agreements relating to the Spin-Off, the provisions of this Agreement will control. For the avoidance of doubt, any Conduent Liability that is a contractual Liability relating to Taxes relating to, arising out of or resulting from any terminated, divested or discontinued business or operation of the BPO Business is governed by the Separation Agreement.

SECTION 6.02. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Commercial Division of the Supreme Court of the State of New York, New York County and the United States District Court for the Southern District of New York over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective Subsidiaries, Affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby or thereby.

SECTION 6.03. Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. Notwithstanding the foregoing, either Party may assign this Agreement without consent in connection with (a) a merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's Assets, or (b) the sale of all or substantially all of such Party's Assets; provided, however, that the assignee expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party provides written notice and evidence of such assignment and assumption to the non-assigning Party.

SECTION 6.04. Third-Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

SECTION 6.05. Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, (b) on the date received, if sent by a nationally recognized delivery or courier service or (c) upon the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Parent, to:

Xerox Corporation
P.O. Box 4505, 45 Glover Avenue
Norwalk, CT 06850
Attn:
email:
Facsimile:

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attn: Robert I. Townsend III
Lauren Angelilli
Eric L. Schiele
O. Keith Hallam III
email: rtownsend@cravath.com
langelilli@cravath.com
eschiele@cravath.com
khallam@cravath.com
Facsimile: 212-474-3700

If to Spinco, to:

Conduent Incorporated

Attn:
e-mail:
Facsimile:

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attn: Robert I. Townsend III
Lauren Angelilli
Eric L. Schiele
O. Keith Hallam III
email: rtownsend@cravath.com
langelilli@cravath.com
eschiele@cravath.com
khallam@cravath.com
Facsimile: 212-474-3700

Either Party may, by notice to the other Party, change the address to which such notices are to be given.

SECTION 6.06. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

SECTION 6.07. Expenses. Regardless of whether the Spin-Off is consummated, except as otherwise expressly provided in the Transaction Agreements, each of the Parties will pay its own expenses incident to this Agreement.

SECTION 6.08. Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 6.09. Survival of Covenants. Except as expressly set forth in this Agreement, the covenants in this Agreement and the Liabilities for the breach of any obligations in this Agreement shall survive the Spin-Off and shall remain in full force and effect.

SECTION 6.10. Waivers of Default. No failure or delay of any Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

SECTION 6.11. Specific Performance. Subject to Section 6.16, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected Party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The other Party shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The Parties agree that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

SECTION 6.12. Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

SECTION 6.13. Interpretation. The rules of interpretation set forth in Section 11.14 of the Separation Agreement shall be incorporated by reference to this Agreement, *mutatis mutandis*. NOTWITHSTANDING THE FOREGOING, THE PURPOSE OF ARTICLE IV IS TO ENSURE THAT EACH STEP OF THE INTERNAL TRANSACTIONS, THE CONTRIBUTION AND THE DISTRIBUTION QUALIFIES FOR ITS INTENDED TAX TREATMENT FOR U.S. FEDERAL INCOME TAX PURPOSES AND, ACCORDINGLY, THE PARTIES AGREE THAT THE LANGUAGE THEREOF SHALL BE INTERPRETED IN A MANNER THAT SERVES THIS PURPOSE TO THE GREATEST EXTENT POSSIBLE.

SECTION 6.14. Late Payments. Any amount owed by one Party to another Party under this Agreement that is not paid when due will bear interest at a rate of 2.0% per annum from the due date of the payment to the date paid.

SECTION 6.15. Further Assurances. The Parties will execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other Party and its Subsidiaries and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of the other Party in accordance with Section 3.07.

SECTION 6.16. Termination. This Agreement will be automatically terminated at any time before the Distribution if the Separation Agreement is terminated. In the event of the termination of this Agreement pursuant to this Section 6.16, this Agreement, except for the provisions of this Section 6.16, will become void and have no effect, without any liability on the part of any Party or its directors, officers or stockholders.

SECTION 6.17. Confidentiality. Each Party hereby acknowledges that confidential Information of such Party or its Subsidiaries may be exposed to employees and agents of the other Party or its Subsidiaries as a result of the activities contemplated by this Agreement. Each Party agrees, on behalf of itself and its Subsidiaries, that such Party's obligations with respect to Information and data of the other Party or its Subsidiaries shall be governed by Section 7.09 of the Separation Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

XEROX CORPORATION,

by ______________________________
Name:
Title:

CONDUENT INCORPORATED,

by ______________________________
Name:
Title:

Exhibit 10.14

EXECUTION VERSION

EXCHANGE AGREEMENT

by and among

XEROX CORPORATION,

CONDUENT INCORPORATED

and

DARWIN A. DEASON

Dated as of October 27, 2016

TABLE OF CONTENTS

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF DEASON

ARTICLE VI

ADDITIONAL AGREEMENTS

ARTICLE VII

CONDITIONS TO CLOSING

ARTICLE VIII

TERMINATION; SURVIVAL

ARTICLE IX

MISCELLANEOUS

ANNEXES

EXCHANGE AGREEMENT, dated as of October 27, 2016 (this "Agreement"), by and among XEROX CORPORATION, a New York corporation ("Xerox"), CONDUENT INCORPORATED, a New York corporation ("Conduent"), and Darwin A. Deason ("Deason").

WHEREAS, Xerox has established Conduent, a wholly-owned Subsidiary of Xerox;

WHEREAS, Xerox and Conduent expect to enter into a Separation and Distribution Agreement whereby, subject to the terms and conditions thereof, Conduent will come to hold Xerox's business process outsourcing business (the "Separation") and Xerox will distribute to the holders of record of shares of Xerox Common Stock, on a pro rata basis, all of the outstanding shares of Conduent Common Stock owned by Xerox on the distribution date (such date, the "Distribution Date"; such distribution, the "Distribution" and, together with the Separation, the "Spin-Off");

WHEREAS, immediately following the completion of the Distribution, Deason desires to transfer to Xerox a certain number of shares of Xerox's Series A Convertible Preferred Stock, par value $1.00 per share ("Xerox Series A Preferred Stock"), in exchange for a certain number of shares of Xerox's Series B Convertible Preferred Stock, par value $1.00 per share ("Xerox Series B Preferred Stock"), and for a certain number of shares of Conduent's Series A Convertible Preferred Stock, par value $0.01 per share ("Conduent Series A Preferred Stock"), in each case having the designation, preferences, privileges and voting powers and the restrictions and qualifications as specified in the form of the Xerox Certificate of Amendment attached as Annex I (the "Xerox Certificate of Amendment"), which forms a part of this Agreement, and the form of the Conduent Certificate of Amendment attached as Annex II (the "Conduent Certificate of Amendment"), which forms a part of this Agreement, respectively; and

WHEREAS, the parties hereto intend that the Xerox Exchange qualifies as a "reorganization" under Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement constitutes a "plan of reorganization" within the meaning of Section 368 of the Code.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

ARTICLE I

Definitions

Section 1.01 Definitions. (a) For purposes of this Agreement, the following terms shall have the following meanings:

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise. It is understood that Deason shall not be considered an Affiliate of Xerox, Conduent or any of their respective Subsidiaries for purposes of this Agreement.

"Business Day" means any day except a Saturday, a Sunday or other day on which the SEC, the Conduent Stock Exchange, the Xerox Stock Exchange or banks in the City of New York are authorized or required by Law to be closed.

"Conduent Charter Documents" means Conduent's Certificate of Incorporation and by-laws.

"Conduent Common Stock" means the shares of common stock, par value $0.01 per share, of Conduent.

"Conduent Stock Exchange" means NYSE.

"Exchange Act" means the Securities Exchange Act of 1934.

"GAAP" means generally accepted accounting principles in the United States.

"Governmental Authority" means any government, court, regulatory or administrative agency, commission or authority or other legislative, executive or judicial governmental entity (in each case including any self-regulatory organization), whether federal, state or local, domestic, foreign or multinational.

"Judgment" means any outstanding order, judgment, injunction, ruling, writ or decree of any Governmental Authority.

"Law" means all state or federal laws, foreign laws, common law, statutes, ordinances, codes, rules or regulations or other similar requirement enacted, adopted, promulgated or applied by any Governmental Authority.

"Liabilities" means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, known or unknown, matured or unmatured, determined or determinable, secured or unsecured, disputed or undisputed, or subordinated or unsubordinated, including those arising under any Law, action, claim, suit, proceeding, arbitration, subpoena, civil investigative demand or Governmental Authority investigation, or any order, writ, judgment, injunction, decree, stipulation, determination or award entered or issued by or with any Governmental Authority, and those arising under any contract, arrangement or undertaking.

"Liens" means any mortgage, pledge, lien, charge, encumbrance, security interest or other restriction of any kind or nature, whether based on Law or contract.

"New York Department of State" means the Department of State of the State of New York.

"NYSE" means the New York Stock Exchange.

"Permitted Liens" means any restrictions imposed by (i) the Securities Act and any other applicable securities Laws or (ii) in the case of shares of Xerox Series A Preferred Stock, Xerox Series B Preferred Stock or Conduent Series A Preferred Stock, the Xerox Charter Documents, the Xerox Certificate of Amendment or the Conduent Certificate of Amendment, respectively.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization or any other entity, including a Governmental Authority.

"Representatives" means, with respect to any Person, its officers, directors, principals, partners, managers, members, employees, consultants, agents, financial advisors, investment bankers, attorneys, accountants, other advisors and other representatives.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933.

"Separation and Distribution Agreement" means the agreement between Xerox and Conduent to effect the Spin-Off.

"Settlement Agreement" means that certain agreement by and among Xerox, Conduent and Deason dated as of the date hereof, pursuant to which, among other things, the parties thereto agreed to settle certain litigation captioned Darwin Deason v. Xerox Corporation, No. 3:16-cv-02856-L (N.D. Tex.).

"Spin-Off Documents" means the Separation and Distribution Agreement and any other contract or arrangement entered into by Xerox or any of its Subsidiaries, on the one hand, and Conduent or any of its Subsidiaries, on the other hand, in furtherance of, or in connection with, the Spin-Off.

"Subsidiary", when used with respect to any Person, means any corporation, limited liability company, partnership, association, trust or other entity of which (x) securities or other ownership interests representing more than 50% of the ordinary voting power (or, in the case of a partnership, more than 50% of the general partnership interests) or (y) sufficient voting rights to elect at least a majority of the board of directors or other governing body are, as of such date, owned by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

"Tax" means any and all federal, state, local or foreign taxes, fees, levies, duties, tariffs, imposts, and other similar charges, in each case in the nature of a tax, (together with any and all interest, penalties and additions to tax) imposed by any Governmental Authority.

"Xerox Charter Documents" means Xerox's Certificate of Incorporation and by-laws.

"Xerox Common Stock" means the shares of common stock, par value $1.00 per share, of Xerox.

"Xerox Deferred Stock Unit" means a deferred stock unit in respect of shares of Xerox Common Stock granted under a Xerox Stock Plan.

"Xerox Performance Share" means a restricted stock unit in respect of shares of Xerox Common Stock granted under a Xerox Stock Plan that is subject to performance-based vesting or forfeiture conditions.

"Xerox RSU" means a restricted stock unit in respect of shares of Xerox Common Stock granted under a Xerox Stock Plan that is solely subject to service-based vesting or forfeiture conditions.

"Xerox Savings Plans" means the Xerox Corporation Savings Plan, the Savings Plan of Xerox Corporation and the Xerographic Division, Rochester Regional Joint Board on Behalf of Itself and Other Regional Joint Boards and the Xerox Business Services Savings Plan.

"Xerox Stock Exchange" means NYSE.

"Xerox Stock Option" means an unexercised option to purchase shares of Xerox Common Stock granted under a Xerox Stock Plan.

"Xerox Stock Plans" means the Xerox Corporation 2004 Performance Incentive Plan, the Affiliated Computer Services, Inc. 2007 Equity Incentive Plan, the Affiliated Computer Services, Inc. 1997 Stock Incentive Plan, the Xerox Corporation 2004 Equity Compensation Plan for Non-Employee Directors and the 1996 Non-Employee Director Stock Option Plan, in each case as amended and restated.

(b) In addition to the terms defined in Section 1.01(a), the following terms have the meanings assigned thereto in the Sections set forth below:

Term	Section
Acquired Conduent Shares	2.01
Acquired Shares	5.05
Acquired Xerox Shares	2.01
Action	9.06(b)
Agreement	Preamble
Bankruptcy and Equity Exception	3.01(a)

ARTICLE II

The Exchanges

Section 2.01 The Exchanges. On the terms of this Agreement and subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the party entitled to the benefit thereof) of the conditions set forth in Article VII, at the Closing, Deason will transfer and deliver to Xerox, and Xerox will accept from Deason, an aggregate of 300,000 shares of Xerox Series A Preferred Stock, and Xerox will transfer and deliver to Deason, and Deason will accept from Xerox, in exchange, (i) an aggregate of 120,000 shares of Conduent Series A Preferred Stock (the "Conduent Exchange" and such shares, the "Acquired Conduent Shares") and (ii) an aggregate of 180,000 shares of Xerox Series B Preferred Stock (the "Xerox Exchange" and such shares, the "Acquired Xerox Shares"). The transfers and deliveries of shares pursuant to this Section 2.01 are referred to collectively as the "Exchanges".

Section 2.02 Closing. (a) On the terms of this Agreement, the closing of the Exchanges (the "Closing") shall occur immediately following the completion of the Distribution so long as all of the conditions to the Closing set forth in Article VII of this Agreement have been satisfied or, to the extent permitted by applicable Law, waived by the party entitled to the benefit thereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time) at the offices of Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, New York 10019, or at such other place, time and date as shall be agreed between Xerox and Deason (the date on which the Closing occurs, the "Closing Date").

(b) At the Closing:

(i) Deason shall deliver to Xerox an aggregate of 300,000 shares of Xerox Series A Preferred Stock free and clear of all Liens, except Permitted Liens;

(ii) Xerox shall deliver to Deason the Acquired Conduent Shares, which shares will have been previously issued to Xerox by Conduent, and the Acquired Xerox Shares, in each case, free and clear of all Liens, except Permitted Liens.

Section 2.03 Effect on Capital Stock. Upon Closing, by virtue of the Exchanges and without any action on the part of the holders of any capital stock of Xerox, all shares of Xerox Series A Preferred Stock shall no longer be outstanding and shall automatically be canceled and shall cease to exist.

ARTICLE III

Representations and Warranties of Xerox

Xerox represents and warrants to Deason as of the date of this Agreement and as of the Closing (except to the extent made only as of a specified date, in which case such representation and warranty is made as of such date) that:

Section 3.01 Organization; Authority; Noncontravention. (a) Xerox is a corporation duly organized and validly existing under the Laws of the State of New York. Xerox has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Xerox of this Agreement, and the consummation by it of the Exchanges, have been duly authorized and no other corporate action on the part of Xerox or action on the part of its shareholders is necessary to authorize the execution, delivery and performance by Xerox of this Agreement and the consummation by it of the Exchanges. This Agreement has been duly executed and delivered by Xerox and, assuming due authorization, execution and delivery of this Agreement by Deason, constitutes a legal, valid and binding obligation of Xerox, enforceable against Xerox in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (the "Bankruptcy and Equity Exception").

(b) Neither the execution and delivery of this Agreement by Xerox, nor the consummation by Xerox of the Exchanges, nor performance or compliance by Xerox with any of the terms or provisions of this Agreement, will (i) conflict with or violate any provision of Xerox Charter Documents or (ii) assuming that the consents and approvals referred to in Section 3.03 are obtained prior to the Closing Date, violate any Law or Judgment applicable to Xerox or any of its Subsidiaries, except in the case of clause (ii) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Xerox to consummate the Exchanges.

Section 3.02 Capitalization; Indebtedness. (a) The authorized capital stock of Xerox consists of 1,750,000,000 shares of Xerox Common Stock, 600,000 shares of Class B Stock, par value $1.00 per share, and 22,043,067 shares of Cumulative Preferred Stock, par value $1.00 per share, of which 300,000 shares of Xerox Series A Preferred Stock are authorized and 180,000 shares of Xerox Series B Preferred Stock will be authorized as of the Closing. As of the close of business on September 30, 2016, (i) 1,013,776,524 shares of Xerox Common Stock were issued and outstanding (and no Xerox Restricted Shares were issued and outstanding), (ii) 101,171,373 shares of Xerox Common Stock were reserved and available for issuance pursuant to the Xerox Stock Plans, (iii) 34,678,712 shares of Xerox Common Stock were subject to outstanding awards under the Xerox Stock Plans, (iv) 300,000 shares of Xerox Series A Preferred Stock were issued and outstanding, (v) 26,966,280 shares of Xerox Common Stock were reserved and available for issuance upon conversion of the Xerox Series A Preferred Stock and (vi) approximately 835,000 shares of Xerox Common Stock were reserved and available for issuance pursuant to the historical convertible indebtedness and other instruments.

(b) Except as described in this Section 3.02, as of the close of business on September 30, 2016, there were (i) no outstanding shares of capital stock of, or other equity or voting interests in, Xerox, (ii) no outstanding securities of Xerox convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, Xerox, (iii) no outstanding options, warrants, rights or other commitments or agreements to acquire from Xerox, or that obligate Xerox to issue, any capital stock of, or other equity or voting interests (or voting debt) in, or any securities convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, Xerox other than obligations under Xerox Plans in the ordinary course of business, (iv) no obligations of Xerox to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any capital stock of, or other equity or voting interests in, Xerox (the items in clauses (i), (ii), (iii) and (iv) being referred to collectively as "Xerox Securities") and (v) no other obligations by Xerox or any of its Subsidiaries to make any payments based on the price or value of any Xerox Securities.

(c) As of as of the close of business on September 30, 2016, the principal amount of outstanding indebtedness for borrowed money of Xerox and its Subsidiaries (not including intercompany indebtedness or operating leases) was approximately $7,400 million inclusive of net unamortized discounts and fair value adjustments, which do not exceed $25 million in the aggregate.

Section 3.03 Governmental Approvals. No consent or approval of, or filing, license, permit or authorization, declaration or registration with, any Governmental Authority is necessary for the execution and delivery of this Agreement by Xerox, the performance by Xerox of its obligations hereunder and the consummation by Xerox of the Exchanges, except for (a) the filing of the Xerox Certificate of Amendment with the New York Department of State, (b) the filing of the Conduent Certificate of Amendment with the New York Department of State, (c) such consents, approvals, filings, declarations or registrations to be made or obtained under the applicable state securities or blue sky Laws and (d) such consents, approvals, filings, licenses, permits, authorizations, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Xerox to consummate the Exchanges.

Section 3.04 Brokers and Other Advisors. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the Exchanges based upon arrangements made by or on behalf of Xerox or any of its Subsidiaries, other than any arrangements for which Xerox or any of its Subsidiaries are solely responsible.

Section 3.05 Exchange of Securities. Assuming the accuracy of the representations and warranties set forth in Section 5.05, the Xerox Exchange is exempt from the registration and prospectus delivery requirements of the Securities Act. Without limiting the foregoing, neither Xerox nor, to Xerox's knowledge, any other Person authorized by Xerox to act on its behalf, has engaged in a general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) of investors with respect to offers or sales of shares of Xerox Series B Preferred Stock, and neither Xerox nor, to Xerox's knowledge, any Person acting on its behalf has made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the exchange or issuance of the Acquired Xerox Shares to be integrated with prior offerings by Xerox for purposes of the Securities Act that would result in none of Regulation D or any other applicable exemption from registration under the Securities Act being available, nor will Xerox take any action or steps that would cause the exchange or issuance of the Acquired Xerox Shares to be integrated with other offerings by Xerox.

Section 3.06 Listing and Maintenance Requirements. The Xerox Common Stock is registered pursuant to Section 12(b) of the Exchange Act and listed on the Xerox Stock Exchange, and Xerox has taken no action designed to terminate, or which to Xerox's knowledge is reasonably likely to have the effect of terminating, the registration of the Xerox Common Stock under the Exchange Act or delisting the Xerox Common Stock from the Xerox Stock Exchange.

Section 3.07 Status of Securities. As of the Closing, the Acquired Xerox Shares will be and, upon the conversion, the shares of Xerox Common Stock issuable upon conversion of the Acquired Xerox Shares will be, when issued, duly authorized by all necessary corporate action on the part of Xerox, validly issued, fully paid and nonassessable and issued in compliance with all applicable federal and state securities Laws, and will be free and clear of all Liens, except Permitted Liens. The shares of Xerox Common Stock issuable upon conversion of the Acquired Xerox Shares have been duly reserved for issuance.

Section 3.08 Xerox SEC Documents. (a) Since January 1, 2014, Xerox has filed or furnished with the SEC all material forms, schedules, prospectuses, registration statements, reports and other documents required to be filed or furnished by it with the SEC (the "Xerox SEC Documents"). As of their respective dates, or, if amended or superseded, as of the date of such amendment or superseding filing or document so furnished, (i) the Xerox SEC Documents complied in all material respects with the requirements of the Securities Act, the Exchange Act or the Sarbanes-Oxley Act, as the case may be, and the applicable rules and regulations promulgated thereunder and (ii) none of the Xerox SEC Documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect. No executive officer of Xerox has failed to make the applicable certifications, if any, required by him or her under Section 302 or 906 of the Sarbanes-Oxley Act, with respect to any Xerox SEC Document, except as disclosed in certifications filed with the Xerox SEC Documents. As of the date hereof, there are no outstanding or unresolved comments in any comment letters of the staff of the SEC received by Xerox relating to the Xerox SEC Documents.

(b) The consolidated financial statements (including all related notes and schedules) of Xerox included in the Xerox SEC Documents (i) complied as to form, as of their respective dates of filing with the SEC, in all material respects with the published rules and regulations of the SEC with respect thereto, (ii) fairly present in all material respects the consolidated financial position of Xerox and its consolidated Subsidiaries as at the respective dates thereof and their consolidated results of operations and consolidated cash flows for the respective periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments, to the absence of notes and to any other adjustments described therein, including in any notes thereto), (iii) have been prepared in all material respects in accordance with the books and records of Xerox and its consolidated Subsidiaries and (iv) have been prepared in accordance with GAAP applied on a consistent basis during the periods indicated (except as may be indicated therein or in the notes thereto and subject, in the case of unaudited statements, to normal year-end audit adjustments and to the absence of notes).

(c) None of Xerox or its Subsidiaries is a party to, or has any commitment to become a party to, “off-balance sheet arrangements” (as defined in Item 303(a) of Regulation S-K of the SEC) other than those which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Xerox to consummate the Exchanges or has had or would reasonably be expected to have, a material adverse effect on the business, assets, properties, results of operation or financial condition of Xerox and its Subsidiaries, taken as a whole.

Section 3.09 No Undisclosed Liabilities. Except (a) as reflected or expressly reserved against in Xerox’s financial statements, or the notes thereto, included in the Xerox SEC Documents filed with the SEC and publicly available prior to the date of this Agreement, (b) for Liabilities incurred in the ordinary course of business consistent with past practice since the date of such financial statements and (c) for Liabilities arising out of or in connection with this Agreement, none of Xerox or its Subsidiaries has any Liabilities that would be required to be reflected or reserved against in a consolidated balance sheet of Xerox and its consolidated subsidiaries prepared in accordance with GAAP, as in effect on the date hereof, other than those which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Xerox to consummate the Exchanges or has had or would reasonably be expected to have, a material adverse effect on the business, assets, properties, results of operation or financial condition of Xerox and its Subsidiaries, taken as a whole.

Section 3.10 Disclaimer. Except as set forth in this Article III, neither Xerox nor any other Person acting on its behalf makes any other express or implied representation or warranty with respect to Xerox Series B Preferred Stock, the Xerox Common Stock, Xerox or any of its Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to Deason or any of his Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing. Deason acknowledges that he is not executing or authorizing the execution of this Agreement in reliance upon any such representation or warranty not explicitly set forth in this Article III.

ARTICLE IV

Representations and Warranties of Conduent

Conduent represents and warrants to Deason as of the date of this Agreement and as of the Closing (except to the extent made only as of a specified date, in which case such representation and warranty is made as of such date) that:

Section 4.01 Organization; Authority; Noncontravention. (a) Conduent is a corporation duly organized and validly existing under the Laws of the State of New York. Conduent has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Conduent of this Agreement, and the consummation by it of the Exchanges, have been duly authorized and no other corporate action on the part of Conduent or action on the part of its sole shareholder is necessary to authorize the execution, delivery and performance by Conduent of this Agreement and the consummation by it of the Exchanges. This Agreement has been duly executed and delivered by Conduent and, assuming due authorization, execution and delivery of this Agreement by Deason, constitutes a legal, valid and binding obligation of Conduent, enforceable against Conduent in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Neither the execution and delivery of this Agreement by Conduent, nor the consummation by Conduent of the Exchanges, nor performance or compliance by Conduent with any of the terms or provisions of this Agreement, will (i) conflict with or violate any provision of the Conduent Charter Documents or (ii) assuming that the consents and approvals referred to in Section 4.02 are obtained prior to the Closing Date, violate any Law or Judgment applicable to Conduent or any of its Subsidiaries, except in the case of clause (ii) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Conduent to consummate the Exchanges.

Section 4.02 Governmental Approvals. No consent or approval of, or filing, license, permit or authorization, declaration or registration with, any Governmental Authority is necessary for the execution and delivery of this Agreement by Conduent, the performance by Conduent of its obligations hereunder and the consummation by Conduent of the Exchanges, except for (a) the filing of the Xerox Certificate of Amendment with the New York Department of State, (b) the filing of the Conduent Certificate of Amendment with the New York Department of State, (c) such consents, approvals, filings, declarations or registrations to be made or obtained under the applicable state securities or blue sky Laws and (d) such consents, approvals, filings, licenses, permits, authorizations, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Conduent to consummate the Exchanges.

Section 4.03 Brokers and Other Advisors. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the Exchanges based upon arrangements made by or on behalf of Conduent or any of its Subsidiaries, other than any arrangements for which Conduent or any of its Subsidiaries are solely responsible.

Section 4.04 Exchange of Securities. Assuming the accuracy of the representations and warranties set forth in Section 5.05, the Conduent Exchange is exempt from the registration and prospectus delivery requirements of the Securities Act. Without limiting the foregoing, neither Conduent nor, to Conduent's knowledge, any other Person authorized by Conduent to act on its behalf, has engaged in a general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) of investors with respect to offers or sales of shares of Conduent Series A Preferred Stock, and neither Conduent nor, to Conduent's knowledge, any Person acting on its behalf has made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the exchange or issuance of the Acquired Conduent Shares to be integrated with prior offerings by Conduent for purposes of the Securities Act that would result in none of Regulation D or any other applicable exemption from registration under the Securities Act being available, nor will Conduent take any action or steps that would cause the exchange or issuance of the Acquired Conduent Shares to be integrated with other offerings by Conduent.

Section 4.05 Listing and Maintenance Requirements. At or prior to the Closing, the shares of Conduent Common Stock will be registered pursuant to Section 12(b) of the Exchange Act and listed on the Conduent Stock Exchange, subject to official notice of issuance.

Section 4.06 Status of Securities. As of the Closing, the Acquired Conduent Shares will be and, upon the conversion, the shares of Conduent Common Stock issuable upon conversion of the Acquired Conduent Shares will be, when issued, duly authorized by all necessary corporate action on the part of Conduent, validly issued, fully paid and nonassessable and issued in compliance with all applicable federal and state securities Laws, and will be free and clear of all Liens, except Permitted Liens. The shares of Conduent Common Stock issuable upon conversion of the Acquired Conduent Shares have been duly reserved for issuance.

Section 4.07 Conduent SEC Documents. (a) Conduent has filed or furnished with the SEC all material forms, schedules, prospectuses, registration statements, reports and other documents required to be filed or furnished by it with the SEC, including, for the avoidance of doubt, Conduent's registration statement on Form 10, as amended through October 21, 2016, including the exhibits thereto (the "Conduent SEC Documents"). As of their respective dates, or, if amended or superseded, as of the date of such amendment or superseding filing or document so furnished, (i) the Conduent

SEC Documents complied in all material respects with the requirements of the Securities Act, the Exchange Act or the Sarbanes-Oxley Act, as the case may be, and the applicable rules and regulations promulgated thereunder and (ii) none of the Conduent SEC Documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect. As of the Closing Date, no executive officer of Conduent will have failed to make the certifications required by him or her under Section 302 or 906 of the Sarbanes-Oxley Act, with respect to any Conduent SEC Document, except as disclosed in certifications filed with the Conduent SEC Documents. As of the date hereof, there are no outstanding or unresolved comments in any comment letters of the staff of the SEC received by Conduent relating to the Conduent SEC Documents, except for unresolved comments, if any, relating to Conduent's registration statement on Form 10.

(b) The consolidated financial statements (including all related notes and schedules) of Conduent included in the Conduent SEC Documents (i) complied as to form, as of their respective dates of filing with the SEC, in all material respects with the published rules and regulations of the SEC with respect thereto, (ii) fairly present in all material respects the consolidated financial position of Conduent and its consolidated Subsidiaries as at the respective dates thereof and their consolidated results of operations and consolidated cash flows for the respective periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments, to the absence of notes and to any other adjustments described therein, including in any notes thereto), (iii) have been prepared in all material respects in accordance with the books and records of Conduent and its consolidated Subsidiaries and (iv) have been prepared in accordance with GAAP applied on a consistent basis during the periods indicated (except as may be indicated therein or in the notes thereto and subject, in the case of unaudited statements, to normal year-end audit adjustments and to the absence of notes).

(c) None of Conduent or its Subsidiaries is a party to, or has any commitment to become a party to, "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K of the SEC) other than those which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Conduent to consummate the Exchanges or has had or would reasonably be expected to have, a material adverse effect on the business, assets, properties, results of operation or financial condition of Conduent and its Subsidiaries, taken as a whole.

Section 4.08 No Undisclosed Liabilities. Except (a) as reflected or expressly reserved against in Conduent's financial statements, or the notes thereto, included in the Conduent SEC Documents filed with the SEC and publicly available prior to the date of this Agreement, (b) for Liabilities incurred in the ordinary course of business consistent with past practice since the date of such financial statements and (c) for Liabilities arising out of or in connection with this Agreement, none of Conduent or its Subsidiaries has any Liabilities that would be required to be reflected or reserved against in a consolidated balance sheet of Conduent and its consolidated subsidiaries prepared in accordance with GAAP, as in effect on the date hereof, other than those which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Conduent to consummate the Exchanges or has had or would reasonably be expected to have, a material adverse effect on the business, assets, properties, results of operation or financial condition of Conduent and its Subsidiaries, taken as a whole.

Section 4.09 Disclaimer. Except as set forth in this Article IV, neither Conduent nor any other Person acting on its behalf makes any other express or implied representation or warranty with respect to Conduent Series A Preferred Stock, the Conduent Common Stock, Conduent or any of its Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to Deason or any of his Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing. Deason acknowledges that he is not executing or authorizing the execution of this Agreement in reliance upon any such representation or warranty not explicitly set forth in this Article IV.

ARTICLE V

Representations and Warranties of Deason

Deason represents and warrants to Conduent and Xerox as of the date of this Agreement and as of the Closing (except to the extent made only as of a specified date, in which case such representation and warranty is made as of such date) that:

Section 5.01 Authority; Noncontravention. (a) Deason is competent and has all necessary power and authority to execute and deliver this Agreement, to perform his obligations hereunder and to consummate the Exchanges. The execution, delivery and performance by Deason of this Agreement, and the consummation by Deason of the Exchanges, have been duly authorized and no other action on the part of Deason is necessary to authorize the execution, delivery and performance by Deason of this Agreement and the consummation by Deason of the Exchanges. This Agreement has been duly executed and delivered by Deason and, assuming due authorization, execution and delivery hereof by Xerox and Conduent, constitutes a legal, valid and binding obligation of Deason, enforceable against him in accordance with its terms, subject to the Bankruptcy and Equity Exception. If Deason’s shares of Xerox Series A Preferred Stock constitute community property or spousal or other approval is otherwise required for this Agreement to be legal, valid and binding, the execution, delivery and performance of this Agreement, and the consummation by Deason of the Exchanges, have been duly authorized by, and, assuming the due authorization, execution and delivery by Deason, Xerox and Conduent, as applicable, constitute legal, valid and binding obligations of Deason’s spouse, enforceable against such spouse in accordance with their terms, subject to the Bankruptcy and Equity Exception.

(b) Neither the execution and delivery of this Agreement by Deason, nor the consummation by Deason of the Exchanges, nor performance or compliance by Deason with any of the terms or provisions of this Agreement, will, assuming that the consents and approvals referred to in Section 5.03 are obtained prior to the Closing Date, violate any Law or Judgment applicable to Deason, except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Deason to consummate the Exchanges.

Section 5.02 Ownership; Title to Shares. (a) As of the date of this Agreement, Deason beneficially owns, and has sole voting and dispositive power over, an aggregate of 300,000 shares of Xerox Series A Preferred Stock.

(b) Deason (i) holds and has good and valid title to the shares of Xerox Series A Preferred Stock to be transferred and delivered to Xerox pursuant to the Exchanges and the certificates representing such shares, free and clear of any Liens, except Permitted Liens, and (ii) is the record and beneficial owner thereof. Assuming Xerox has the requisite power and authority to be the lawful owner of such Xerox Series A Preferred Stock, upon delivery to Xerox at the Closing of certificates representing such shares of Xerox Series A Preferred Stock, duly endorsed by Deason for transfer to Xerox, good and valid title to such shares of Xerox Series A Preferred Stock will pass to Xerox, free and clear of any Liens, except Permitted Liens.

(c) Such shares of Xerox Series A Preferred Stock are not subject to any agreement or arrangement restricting the transfer of any such shares, including any investors' rights agreement, pre-emption agreement, right of first refusal agreement, right to first offer agreement, right of first negotiation agreement, subscription rights agreement, right of co-sale agreement or right of consent agreement. Deason is not a party to any voting agreement or other agreement or arrangement relating to the ownership, voting, dividend right or disposition with respect of such shares of Xerox Series A Preferred Stock and has not granted any proxy that remains in effect with respect to any shares of Xerox Series A Preferred Stock.

Section 5.03 Governmental Approvals. No consent or approval of, or filing, license, permit or authorization, declaration or registration with, any Governmental Authority is necessary for the execution and delivery of this Agreement by Deason, the performance by Deason of his obligations hereunder and the consummation by Deason of the Exchanges, except for (a) the filing of the Xerox Certificate of Amendment with the New York Department of State, (b) the filing of the Conduent Certificate of Amendment with the New York Department of State, (c) such consents, approvals, filings, declarations or registrations to be made or obtained under the applicable state securities or blue sky Laws and (d) such consents, approvals, filings, licenses, permits, authorizations, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Deason to consummate the Exchanges.

Section 5.04 Brokers and Other Advisors. Except as provided in Section 9.11, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the Exchanges based upon arrangements made by or on behalf of Deason, other than any arrangements for which Deason is solely responsible.

Section 5.05 Acquisition for Investment. Deason acknowledges that the Acquired Xerox Shares and the Acquired Conduent Shares (together, the "Acquired Shares") have not been registered under the Securities Act or any other applicable securities Laws. Deason acknowledges that he (a) is acquiring the Acquired Shares in exchange for the shares of Xerox Series A Preferred Stock pursuant to an exemption from registration under the Securities Act solely for investment with no intention to distribute the Acquired Shares to any Person, (b) will not sell, transfer, or otherwise dispose of the Acquired Shares, except in compliance with this Agreement, the Xerox Certificate of Amendment, the Conduent Certificate of Amendment and the registration requirements or exemption provisions of the Securities Act and any other applicable securities Laws, (c) has such knowledge and experience in financial and business matters and in investments of this type that he is capable of evaluating the merits and risks of his investment in the Acquired Shares and of making an informed investment decision, (d) is an "accredited investor" (as that term is defined by Rule 501 of the Securities Act) and (e) (i) has been furnished with or has had full access to all the information that he considers necessary or appropriate to make an informed investment decision with respect to the Acquired Shares, (ii) has had an opportunity to discuss with Xerox, Conduent and their respective Representatives the intended business and financial affairs of Xerox and Conduent and to obtain information necessary to verify any information furnished to him or to which he had access and (iii) can bear the economic risk of (1) an investment in the Acquired Shares indefinitely and (2) a total loss in respect of such investment. Deason has such knowledge and experience in business and financial matters so as to enable him to understand and evaluate the risks of, and form an investment decision with respect to his investment in, the Acquired Shares and to protect his own interest in connection with such investment.

Section 5.06 Disclaimer. Except as set forth in this Article V, neither Deason nor any other Person acting on his behalf makes any other express or implied representation or warranty with respect to himself or the nature of his participation in the Exchanges. Each of Xerox and Conduent acknowledges that it is not executing or authorizing the execution of this Agreement in reliance upon any such representation or warranty not explicitly set forth in this Article V.

ARTICLE VI

Additional Agreements

Section 6.01 Reasonable Best Efforts; Filings. (a) Subject to the terms and conditions of this Agreement, each of Xerox, Conduent and Deason shall cooperate with each other and use (and shall cause their respective Affiliates to use) its reasonable best efforts (unless, with respect to any action, another standard of performance is expressly provided for herein) to promptly (i) take, or cause to be taken, all actions, and do, or cause to be done, and assist and cooperate with each other in doing, all things necessary, proper or advisable to cause the conditions to Closing to be satisfied as promptly as reasonably practicable and to consummate and make effective, in the most expeditious manner reasonably practicable, the Exchanges, including preparing and filing promptly and fully all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents, (ii) obtain all approvals, consents, registrations, orders and other confirmations from any Governmental Authority or third party necessary, proper or advisable to consummate the Exchanges and (iii) execute and deliver any additional instruments necessary to consummate the Exchanges.

(b) Notwithstanding the foregoing or anything to the contrary in this Agreement, in no event shall Xerox or Conduent (or any of their respective Affiliates) be obligated by this Agreement to (i) consummate the Spin-Off, (ii) other than providing for the transactions contemplated herein, make any modifications or alterations to the Spin-Off Documents or to the terms of the Separation or the Distribution or (iii) agree to, or proffer to, divest or hold separate, or enter into any licensing or similar agreement with respect to, any assets (whether tangible or intangible) or any portion of any business of Xerox or any of its Affiliates or of Conduent or any of its Affiliates; provided, however that if Xerox elects to consummate the Spin-Off, it shall ensure that the terms of the Spin-Off Documents are consistent with the terms of this Agreement.

(c) Xerox shall promptly (in any event, within (1) Business Day) notify Deason in writing if Xerox determines to abandon the Spin-Off or materially modify the Spin-Off from the manner contemplated by and disclosed in Conduent's registration statement on Form 10, as amended through October 21, 2016, including the exhibits thereto (other than modifications to give effect to or reflect the transactions contemplated herein).

Section 6.02 Corporate Actions. Prior to or substantially concurrently with the Closing, (a) Xerox shall file with the New York Department of State the Xerox Certificate of Amendment substantially in the form attached hereto as Annex I and (b) Conduent shall file with the New York Department of State the Conduent Certificate of Amendment substantially in the form attached hereto as Annex II, in each case with such changes thereto as the parties may reasonably agree.

Section 6.03 Prohibition on Transfers; Other Actions. Prior to the Closing, Deason shall not (a) directly or indirectly, subject to any Lien, sell, transfer, assign, pledge, encumber, hypothecate or otherwise dispose of or transfer (by the operation of law or otherwise), either voluntarily or involuntarily, or enter into any contract, option or other arrangement with respect to any Lien, the sale, transfer, assignment, pledge, encumbrance, hypothecation or other disposition or transfer (by the operation of law or otherwise) of any interest in any shares of Xerox Series A Preferred Stock ("Transfer") or (b) convert any shares of Xerox Series A Preferred Stock into shares of Xerox Common Stock. Any Transfer or conversion by Deason in violation of this provision shall be void.

Section 6.04 Public Disclosure. None of Deason, Xerox or Conduent shall make or issue any press release or other public statement with respect to the Exchanges or this Agreement without the prior written consent of the other parties hereto, except (i) as may be required by applicable Law, Judgment, court process or the rules and regulations of any national securities exchange or national securities quotation system and (ii) each party hereto shall be permitted to disclose that this Agreement and the Settlement Agreement have been executed and delivered. Notwithstanding the foregoing, this Section 6.04 shall not apply to any press release or other public statement made by Xerox, Conduent or Deason which only contains information relating to the Exchanges, this Agreement or the Settlement Agreement that has been previously announced or made public in accordance with the terms of this Agreement and the Settlement Agreement.

Section 6.05 Listing of Shares. (a) At or prior to the Closing, (i) Conduent shall cause the aggregate number of shares of Conduent Common Stock issuable upon the conversion of the Acquired Conduent Shares to be approved for listing on the Conduent Stock Exchange and (ii) Xerox shall cause the aggregate number of shares of Xerox Common Stock issuable upon the conversion of the Acquired Xerox Shares to be approved for listing on the Xerox Stock Exchange, in each case subject to official notice of issuance.

(b) At all times, (i) Xerox shall reserve and keep available out of its authorized but unissued Xerox Common Stock, solely for the purpose of issuance upon conversion of the Xerox Series B Preferred Stock, the maximum number of shares of Xerox Common Stock as shall be issuable upon conversion of all outstanding shares of Xerox Series B Preferred Stock; provided that nothing contained herein shall be construed to preclude Xerox from satisfying its obligations in respect of any such conversion by delivery of purchased shares of Xerox Common Stock (which may or may not be held in the treasury of Xerox) and (ii) Conduent shall reserve and keep available out of its authorized but unissued Conduent Common Stock, solely for the purpose of issuance upon conversion of the Conduent Series A Preferred Stock, the maximum number of shares of Conduent Common Stock as shall be issuable upon conversion of all outstanding shares of Conduent Series A Preferred Stock; provided that nothing contained herein shall be construed to preclude Conduent from satisfying its obligations in respect of any such conversion by delivery of purchased shares of Conduent Common Stock (which may or may not be held in the treasury of Conduent).

Section 6.06 DEASON RELEASE. EFFECTIVE AS OF THE CLOSING, DEASON DOES FOR HIMSELF AND HIS AFFILIATES, PARTNERS, HEIRS, BENEFICIARIES, SUCCESSORS AND ASSIGNS, IF ANY (COLLECTIVELY, THE "DEASON PARTIES"), RELEASE AND ABSOLUTELY FOREVER DISCHARGE XEROX, CONDUENT AND THEIR RESPECTIVE AFFILIATES, AND THE OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, ADVISORS AND AGENTS OF XEROX, CONDUENT AND THEIR RESPECTIVE AFFILIATES (EACH, A "RELEASED PARTY") FROM AND AGAINST ALL RELEASED MATTERS. "RELEASED MATTERS" MEANS ANY AND ALL CLAIMS, DEMANDS, DAMAGES, DEBTS, LIABILITIES, OBLIGATIONS, COSTS, EXPENSES (INCLUDING ATTORNEYS' AND ACCOUNTANTS' FEES AND EXPENSES), ACTIONS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, THAT THE DEASON PARTIES NOW HAVE, OR AT ANY TIME PREVIOUSLY HAD, OR SHALL OR MAY HAVE IN THE FUTURE, AS A HOLDER OF PREFERRED STOCK OF XEROX OR CONDUENT,

ARISING BY VIRTUE OF OR IN ANY MATTER RELATED TO ANY ACTIONS OR INACTIONS WITH RESPECT TO THE SPIN-OFF; PROVIDED THAT RELEASED MATTERS SHALL NOT INCLUDE ANY RIGHT OF DEASON CONTAINED IN THIS AGREEMENT, THE SETTLEMENT AGREEMENT OR IN THE TERMS OF THE XEROX CERTIFICATE OF AMENDMENT OR THE CONDUENT CERTIFICATE OF AMENDMENT. IT IS THE INTENTION OF DEASON IN EXECUTING THIS RELEASE, AND IN GIVING AND RECEIVING THE CONSIDERATION CALLED FOR HEREIN, THAT THE RELEASE CONTAINED IN THIS SECTION 6.06 SHALL BE EFFECTIVE AS A FULL AND FINAL ACCORD AND SATISFACTION AND GENERAL RELEASE OF AND FROM ALL RELEASED MATTERS AND THE FINAL RESOLUTION BY THE DEASON PARTIES AND THE RELEASED PARTIES OF ALL RELEASED MATTERS. DEASON HEREBY REPRESENTS TO XEROX AND CONDUENT THAT NONE OF THE DEASON PARTIES HAVE VOLUNTARILY OR INVOLUNTARILY ASSIGNED OR TRANSFERRED OR PURPORTED TO ASSIGN OR TRANSFER TO ANY PERSON ANY RELEASED MATTERS AND THAT NO PERSON OTHER THAN DEASON HAS ANY INTEREST IN ANY RELEASED MATTER BY LAW OR CONTRACT BY VIRTUE OF ANY ACTION OR INACTION BY DEASON. THE INVALIDITY OR UNENFORCEABILITY OF ANY PART OF THIS SECTION 6.06 SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THIS SECTION 6.06 WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

Section 6.07 Legend. All certificates or other instruments representing shares of Xerox Series B Preferred Stock (or shares Xerox Common Stock issued upon conversion of shares of Xerox Series B Preferred Stock) will bear a legend substantially to the following effect:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER.
>
> TRANSFERS OF THIS SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE CERTIFICATE OF INCORPORATION OF XEROX.

All certificates or other instruments representing shares of Conduent Series A Preferred Stock (or shares Conduent Common Stock issued upon conversion of the shares of Conduent Series A Preferred Stock) will bear a legend substantially to the following effect:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER.
>
> TRANSFERS OF THIS SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE CERTIFICATE OF INCORPORATION OF CONDUENT.

Section 6.08 Tax Matters. (a) Conduent and its paying agent shall be entitled to withhold Taxes on all payments on the Acquired Conduent Shares (or Conduent Common Stock issued upon conversion of the Acquired Conduent Shares) to the extent required by applicable Law. Prior to the date of any such payment, Deason shall have delivered to Conduent or its paying agent a duly executed, valid, accurate and properly completed Internal Revenue Service ("IRS") Form W-9.

(b) Xerox and its paying agent shall be entitled to withhold Taxes on all payments under this Agreement and all payments on the Acquired Xerox Shares (or Xerox Common Stock issued upon conversion of the Acquired Xerox Shares) to the extent required by applicable Law. Prior to the date of any such payment, Deason shall have delivered to Xerox or its paying agent a duly executed, valid, accurate and properly completed IRS Form W-9.

(c) No issue or delivery shall be made of (i) the Acquired Conduent Shares, (ii) shares of Conduent Common Stock upon conversion of the Acquired Conduent Shares, (iii) the Acquired Xerox Shares or (iv) shares of Xerox Common Stock upon conversion of the Acquired Xerox Shares, in each case unless and until the person requesting such issue or delivery has paid to Xerox (in the case of the Acquired Conduent Shares, the Acquired Xerox Shares or shares of Xerox Common Stock) or Conduent (in the case of shares of Conduent Common Stock) the amount of any and all documentary, stamp and similar issue or transfer Taxes due on such issue, or has established to the satisfaction of Xerox or Conduent, as applicable, that such Taxes have been paid.

(d) The parties hereto intend that (i) the Distribution (including the Conduent Exchange) qualify as a distribution of Conduent Common Stock and as an exchange of Conduent Series A Preferred Stock for Xerox Series A Preferred Stock pursuant to Section 355 of the Code and (ii) the Xerox Exchange qualify as a "reorganization" under Section 368 of the Code, and in each case, the parties hereto shall not take any position inconsistent with such treatment, unless otherwise required by applicable Law. Consistent with the foregoing, the parties hereto agree that Xerox will transfer to Deason the Xerox Series B Preferred Stock and Conduent Series A Preferred Stock solely in exchange for Xerox Series A Preferred Stock and Deason will receive the Xerox Series B Preferred Stock and Conduent Series A Preferred Stock solely in his capacity as a shareholder of Xerox.

ARTICLE VII

Conditions to Closing

Section 7.01 Conditions to the Obligations of Xerox, Conduent and Deason. The respective obligations of each of Xerox, Conduent and Deason to effect the Closing shall be subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following conditions:

(a) no temporary or permanent Judgment shall have been enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority nor shall any proceeding brought by a Governmental Authority seeking any of the foregoing be pending, or any applicable Law shall be in effect enjoining or otherwise prohibiting consummation of the Exchanges (collectively, "Restraints");

(b) the Spin-Off shall have been completed;

(c) any shares of Xerox Common Stock issuable upon conversion of the Acquired Xerox Shares pursuant to the terms of the Xerox Certificate of Amendment shall have been approved for listing on the Xerox Stock Exchange, subject to official notice of issuance; and

(d) any shares of Conduent Common Stock issuable upon conversion of the Acquired Conduent Shares pursuant to the terms of the Conduent Certificate of Amendment shall have been approved for listing on the Conduent Stock Exchange, subject to official notice of issuance.

Section 7.02 Conditions to the Obligations of Xerox and Conduent. The obligations of Xerox and Conduent to effect the Closing shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following conditions:

(a) the representations and warranties of Deason set forth in Article V shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same effect as though made as of the date of this Agreement and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such earlier date);

(b) Deason shall have complied with or performed in all material respects his obligations required to be complied with or performed by him pursuant to this Agreement at or prior to the Closing; and

(c) Xerox and Conduent shall have received a certificate, signed on behalf of Deason by Deason or his Representatives, certifying that the conditions set forth in Sections 7.02(a) and 7.02(b) have been satisfied.

Section 7.03 Conditions to the Obligations of Deason. The obligations of Deason to effect the Closing shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following conditions:

(a) the representations and warranties of Xerox set forth in Article III shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same effect as though made as of the date of this Agreement and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such earlier date);

(b) the representations and warranties of Conduent set forth in Article IV shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same effect as though made as of the date of this Agreement and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such earlier date);

(c) each of Xerox and Conduent shall have complied with or performed in all material respects its respective obligations required to be complied with or performed by it pursuant to this Agreement at or prior to the Closing; and

(d) Deason shall have received a certificate, signed on behalf of Xerox and Conduent by an authorized officer of Xerox, certifying that the conditions set forth in Sections 7.03(a), 7.03(b) and 7.03(c) have been satisfied.

ARTICLE VIII

Termination; Survival

Section 8.01 Termination. This Agreement may be terminated and the Exchanges abandoned at any time prior to the Closing:

(a) by the mutual written consent of Xerox and Deason;

(b) by either Xerox or Deason upon written notice to the other(s), if the Closing should not have occurred on or prior to March 31, 2017 (the "Termination Date"); provided that the right to terminate this Agreement under this Section 8.01(b) shall not be available to any party if the breach by such party of its representations and warranties set forth in this Agreement or the failure of such party to perform any of its obligations under this Agreement has been a principal cause of or primarily resulted in the events specified in this Section 8.01(b);

(c) by either Xerox or Deason if any Restraint enjoining or otherwise prohibiting consummation of the Exchanges shall be in effect and shall have become final and nonappealable prior to the Closing Date; provided that the party seeking to terminate this Agreement pursuant to this Section 8.01(c) shall have used the required efforts to cause the conditions to Closing to be satisfied in accordance with Section 6.01;

(d) by either Xerox or Deason if Xerox determines to abandon the Spin-Off;

(e) by Deason if Xerox or Conduent shall have breached any of their respective representations or warranties or failed to perform any of their respective covenants or agreements set forth in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 7.03(a), with respect to Xerox, Section 7.03(b), with respect to Conduent, or Section 7.03(c) and (ii) is incapable of being cured prior to the Termination Date, or if capable of being cured, shall not have been cured within thirty calendar days (but in no event later than the Termination Date) following receipt by Xerox and Conduent of written notice of such breach or failure to perform from Deason stating Deason's intention to terminate this Agreement pursuant to this Section 8.01(e) and the basis for such termination; provided that Deason shall not have the right to terminate this Agreement pursuant to this Section 8.01(e) if Deason is then in material breach of any of his representations, warranties, covenants or agreements hereunder which breach would give rise to the failure of a condition set forth in Section 7.02(a) or Section 7.02(b);

(f) by Xerox if Deason shall have breached any of his representations or warranties or failed to perform any of his covenants or agreements set forth in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 7.02(a) or Section 7.02(b) and (ii) is incapable of being cured prior to the Termination Date, or if capable of being cured, shall not have been cured within thirty calendar days (but in no event later than the Termination Date) following receipt by Deason of written notice of such breach or failure to perform from Xerox and Conduent stating Xerox and Conduent's intention to terminate this Agreement pursuant to this Section 8.01(f) and the basis for such termination; provided that Xerox and Conduent shall not have the right to terminate this Agreement pursuant to this Section 8.01(f) if Xerox or Conduent are then in material breach of any of their respective representations, warranties, covenants or agreements hereunder which breach would give rise to the failure of a condition set forth in Section 7.03(a), with respect to Xerox, Section 7.03(b), with respect to Conduent, or Section 7.03(c);

(g) by Xerox if any of the Deason Parties shall have, prior to the completion of the Spin-Off, publicly asserted or publicly alleged any claim, demand or cause of action or brought, commenced, filed or threatened any action, suit, proceeding, arbitration or litigation, in each case against any Released Party (other than to enforce this Agreement or the Settlement Agreement); or

(h) by Deason if Xerox determines to materially modify the Spin-Off from the manner contemplated by and disclosed in Conduent's registration statement on Form 10, as amended through October 21, 2016, including the exhibits thereto (other than modifications or changes to give effect to or reflect the transactions contemplated herein).

Section 8.02 Effect of Termination. In the event of the termination of this Agreement as provided in Section 8.01, written notice thereof shall be given to the other party, specifying the provision hereof pursuant to which such termination is made, and this Agreement shall forthwith become null and void (other than this Section 8.02 and Article IX, all of which shall survive termination of this Agreement), and there shall be no liability on the part of Deason or of Xerox and Conduent or of Xerox and Conduent's directors, officers and Affiliates in connection with this Agreement, except that no such termination shall relieve any party from liability for damages to another party resulting from a willful and material breach of this Agreement prior to the date of termination or from fraud.

Section 8.03 Survival. The representations and warranties of the parties set forth in this Agreement and in any document delivered in connection herewith shall not survive the Closing. All of the covenants or other agreements of the parties contained in this Agreement shall survive until fully performed or fulfilled, unless and to the extent that non-compliance with such covenants or agreements is waived in writing by the party entitled to such performance.

ARTICLE IX

Miscellaneous

Section 9.01 Amendments; Waivers. Subject to compliance with applicable Law, this Agreement may be amended or supplemented in any and all respects only by written agreement of each of the parties hereto.

Section 9.02 Extension of Time, Waiver, Etc. Xerox and Conduent (for purposes of this Section 9.02 only, prior to the Closing, one "party") and Deason (for purposes of this Section 9.02 only, prior to the Closing, the other "party") may, subject to applicable Law and only in writing, (a) waive any inaccuracies in the representations and warranties of another party contained herein or in any document delivered pursuant hereto, (b) extend the time for the performance of any of the obligations or acts of another party or (c) waive compliance by another party with any of the agreements contained herein applicable to such party or, except as otherwise provided herein, waive any of such party's conditions.

Notwithstanding the foregoing, no failure or delay by Xerox, Conduent or Deason in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

Section 9.03 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of each of the other parties hereto.

Section 9.04 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or electronic mail), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

Section 9.05 Entire Agreement; No Third-Party Beneficiaries; No Recourse. (a) This Agreement, together with the Xerox Certificate of Amendment, the Conduent Certificate of Amendment, the Settlement Agreement and the Stipulation (as defined in the Settlement Agreement) constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, among the parties and their Affiliates, or any of them, with respect to the subject matter hereof and thereof.

(b) Except for the Released Parties (who are express third party beneficiaries of Section 6.06), no provision of this Agreement shall confer upon any Person other than the parties hereto and their permitted assigns any rights or remedies hereunder. Following the Closing, Conduent shall have no liability, rights or obligations with respect to the covenants and agreements (or liabilities, rights or obligations) of Xerox contained in this Agreement and Xerox shall have no liability, rights or obligations with respect to the covenants and agreements (or liabilities, rights or obligations) of Conduent contained in this Agreement.

Section 9.06 Governing Law; Jurisdiction. (a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed entirely within that State, regardless of the Laws that might otherwise govern under any applicable conflict of Laws principles.

(b) Any legal or administrative proceeding, suit, investigation, arbitration or action (an "Action") arising out of or based upon this Agreement shall be heard and determined in the U.S. District Court for the Southern District of New York (or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York) and the parties hereto hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum or lack of jurisdiction to the maintenance of any such Action. The consents to jurisdiction and venue set forth in this Section 9.06 shall not constitute general consents to service of process in the State of New York and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. Each party hereto agrees that service of process upon such party in any Action arising out of or based upon this Agreement shall be effective if notice is given by overnight courier at the address set forth in Section 9.09 of this Agreement. The parties hereto agree that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, a final trial court judgment.

Section 9.07 Specific Enforcement. The parties hereto agree that irreparable damage for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if the parties hereto fail to take any action required of them hereunder to cause the Closing to occur. The parties acknowledge and agree that (a) the parties shall be entitled to seek an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof (including, for the avoidance of doubt, the right of Xerox, Conduent and Deason to cause the Exchanges to be consummated on the terms and subject to the conditions set forth in this Agreement) in the courts described in Section 9.06 without proof of damages or otherwise (in each case, subject to the terms and conditions of this Section 9.07), this being in addition to any other remedy to which they are entitled under this Agreement and (b) the right of specific enforcement is an integral part of the Exchanges and without that right, neither Xerox, Conduent nor Deason would have entered into this Agreement. The parties hereto agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, and agree not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 9.07 shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 9.08 WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.08.

Section 9.09 Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given if delivered personally, by facsimile (which is confirmed), emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses:

(a) If to Xerox, to it at:

Xerox Corporation
P.O. Box 4505, 45 Glover Avenue
Norwalk, CT 06850
Attention: General Counsel
Facsimile: (203) 849-5152
Email: mike.peffer@xerox.com

with a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: Robert I. Townsend, III
Eric L. Schiele
O. Keith Hallam, III
Facsimile: 212-474-3700
Email: rtownsend@cravath.com
eschiele@cravath.com
khallam@cravath.com

(b) If to Conduent, to:

Xerox Corporation
P.O. Box 4505, 45 Glover Avenue
Norwalk, CT 06850
Attention: General Counsel
Facsimile: (203) 849-5152
Email: mike.peffer@xerox.com

with a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: Robert I. Townsend, III
Eric L. Schiele
O. Keith Hallam, III
Facsimile: (212) 474-3700
Email: rtownsend@cravath.com
eschiele@cravath.com
khallam@cravath.com

(c) If to Deason, to:

Darwin A. Deason
5956 Sherry Ln, Suite 800
Dallas, TX 75225

with a copy (which shall not constitute notice) to:

Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, NY 10281
Attention: Richard M. Brand
Facsimile: (212) 504-6666
Email: richard.brand@cwt.com

or such other address, email address or facsimile number as such party may hereafter specify by like notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of actual receipt by the recipient thereof if received prior to 5:00 p.m. local time in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 9.10 Severability. If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law.

Section 9.11 Expenses. Subject to Section 3.A of the Settlement Agreement, all costs and expenses incurred in connection with this Agreement and the Exchanges shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 9.12 Interpretation. (a) When a reference is made in this Agreement to an Article, a Section, Annex, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Annex, Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement unless the context requires otherwise. The words "date hereof" when used in this Agreement shall refer to the date of this Agreement. The terms "or", "any" and "either" are not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The word "will" shall be construed to have the same meaning and effect as the word "shall". All terms defined in this Agreement shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Any reference in this Agreement to any statute shall also be deemed to refer to all rules and regulations promulgated thereunder. Unless otherwise specifically indicated, all references to "dollars" or "$" shall refer to the lawful money of the United States. References to a Person are also to its permitted assigns and successors.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

(c) For the avoidance of doubt, the parties hereto acknowledge and agree that no adjustments to the terms of either the Xerox Series A Preferred Stock, the Xerox Series B Preferred Stock or the Conduent Series A Preferred Stock shall be made as a result of or in connection with the Spin-Off, including with respect to their respective Conversion Rates or Conversion Prices.

Section 9.13 Acknowledgment of Securities Laws. Deason hereby acknowledges that he is aware, and that he will advise his Representatives who are provided material non-public information concerning Xerox, Conduent or their respective securities, that the United States securities Laws prohibit any Person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communication of such information to any other Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

XEROX CORPORATION

By: /s/ Leslie F. Varon
Name: Leslie F. Varon
Title: Vice President and Chief Financial Officer

CONDUENT INCORPORATED

By: /s/ Leslie F. Varon
Name: Leslie F. Varon
Title: President

DARWIN A. DEASON

By: /s/ Darwin A. Deason
Name:
Title:

[*Signature Page to Exchange Agreement*]

Annex I

FORM OF XEROX CERTIFICATE OF AMENDMENT

CERTIFICATE OF AMENDMENT
OF

CERTIFICATE OF INCORPORATION
OF

XEROX CORPORATION

(Under Section 805 of the Business Corporation Law)

We, the undersigned, [*Insert Name*] and [*Insert Name*], being respectively the [*Insert title*] and [*Insert title*] of Xerox Corporation, a New York corporation (the "Corporation"), **DO HEREBY CERTIFY** that:

FIRST: The name of the Corporation is XEROX CORPORATION. The name under which it was formed is "The Haloid Company".

SECOND: The original certificate of incorporation was filed in the Office of the Secretary of State of the State of New York on April 18, 1906 (such certificate of incorporation, as amended and restated and in effect thereafter, the "Certificate of Incorporation").

THIRD: The Certificate of Incorporation is hereby being amended by the addition to Article FOURTH of a provision stating the number, designation, relative rights, preferences and limitations of the Corporation's Series B Convertible Perpetual Preferred Stock, par value $1.00 per share, under authority granted to the Board of Directors in the Certificate of Incorporation and as permitted by Section 502 of the Business Corporation Law.

FOURTH: To effect the foregoing, Article FOURTH of the Certificate of Incorporation is hereby amended by inserting a Subdivision 14 following Subdivision 13 thereof, and such Subdivision 14 shall read in its entirety as follows:

"SERIES B CONVERTIBLE PERPETUAL PREFERRED STOCK

14. (a) *Designation.* There is hereby created out of the authorized and unissued shares of Cumulative Preferred Stock of the Corporation a series of preferred stock designated as the "Series B Convertible Perpetual Preferred Stock" (the "Series B Preferred Stock"). The number of shares constituting such series shall be 180,000.

(b) *Definitions*. As used herein with respect to the Series B Preferred Stock, the following terms shall have the following meanings, whether used in the singular or the plural:

"Additional Shares" has the meaning set forth in Subdivision 14(l)(i).

"Affiliate" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Applicable Conversion Price" at any given time means the price equal to $1,000 divided by the Applicable Conversion Rate in effect at such time.

"Applicable Conversion Rate" means the Conversion Rate in effect at any given time.

"Board of Directors" means the board of directors of the Corporation or any committee thereof duly authorized to act in the relevant matter on behalf of such board of directors.

"Business Day" means any day other than a Saturday, Sunday or any other day on which banks in New York City, New York are generally required or authorized by law to be closed.

"Certificate of Incorporation" means the Restated Certificate of Incorporation of Xerox Corporation, as amended.

"Close of Business" means 5:00 pm, New York City time, on the date in question.

"Closing Price" of the Common Stock or any securities distributed in a Spin-Off, as the case may be, on any date of determination means:

(i) the closing sale price of the Common Stock or such other securities (or, if no closing sale price is reported, the last reported sale price of the Common Stock or such other securities) on the New York Stock Exchange on such date;

(ii) if the Common Stock or such other securities are not traded on the New York Stock Exchange on such date, the closing sale price of the Common Stock or such other securities (or, if no closing sale price is reported, the last reported sale price of the Common Stock or such other securities) as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock or such other securities are traded on such date;

(iii) if the Common Stock or such other securities are not traded on a U.S. national or regional securities exchange on such date, the last quoted bid price for the Common Stock or such other securities on such date in the over-the-counter market as reported by Pink OTC Markets Inc. or similar organization; or

(iv) if the Common Stock or such other securities are not quoted by Pink OTC Markets Inc. or a similar organization on such date, as determined by a nationally recognized independent investment banking firm retained by the Corporation for this purpose.

For purposes of this Subdivision 14, all references herein to the "Closing Price" and "last reported sale price" of the Common Stock on the New York Stock Exchange shall be such closing sale price and last reported sale price as reflected on the website of the New York Stock Exchange (http://www.nyse.com).

"Common Stock Outstanding" means, at any given time, the number of shares of Common Stock issued and outstanding at such time.

"Conversion Date" has the meaning set forth in Subdivision 14(i)(v)(B).

"Conversion Rate" means, with respect to each share of Series B Preferred Stock, 149.8127 shares of Common Stock, subject to adjustment in accordance with the provisions of this Subdivision 14.

"Cumulative Preferred Stock" means the Cumulative Preferred Stock, par value of $1.00 each, of the Corporation.

"Current Market Price" means, in the case of any distribution giving rise to an adjustment to the Conversion Rate pursuant to Subdivision 14(j)(iv), Subdivision 14(j)(v) or Subdivision 14(j)(vi) or a distribution upon conversion pursuant to Subdivision 14(j)(viii), the average Closing Price of the Common Stock during the ten consecutive Trading Day period ending on and including the Trading Day immediately preceding the Ex-Dividend Date for such distribution. Notwithstanding the foregoing, whenever successive adjustments to the Conversion Rate are called for pursuant to Subdivision 14(j), such adjustments shall be made to the Current Market Price as may be necessary or appropriate to effectuate the intent of Subdivision 14(j) and to avoid unjust or inequitable results as determined in good faith by the Board of Directors.

"Distributed Property" has the meaning set forth in Subdivision 14(j)(v).

"Dividend Payment Date" has the meaning set forth in Subdivision 14(d)(ii).

"Dividend Period" means each period from, and including, a Dividend Payment Date (or with respect to the initial Dividend Period, the Issue Date) to, but excluding, the following Dividend Payment Date.

"Dividend Rate" has the meaning set forth in Subdivision 14(d)(i).

"Dividend Record Date" has the meaning set forth in Subdivision 14(d)(iv).

"Dividend Threshold Amount" has the meaning set forth in Subdivision 14(j)(vi)(B).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Property" has the meaning set forth in Subdivision 14(k)(i).

"Ex-Dividend Date" means the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the relevant dividend, distribution or issuance.

"Expiration Date" has the meaning set forth in Subdivision 14(j)(vii).

"Expiration Time" has the meaning set forth in Subdivision 14(j)(vii).

"Fair Market Value" means the amount which a willing buyer would pay a willing seller in an arm's-length transaction as reasonably determined by the Board of Directors in good faith; *provided*, *however*, that with respect to Subdivision 14(o)(ii), Fair Market Value shall mean the value of the Optional Redemption Transferred Shares determined by a nationally recognized independent investment banking firm retained by the Corporation for this purpose.

"Fiscal Quarter" means, with respect to the Corporation, the fiscal quarter publicly disclosed by the Corporation.

"Fundamental Change" means the occurrence of any of the following:

(i) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect ultimate "beneficial owner", as defined in Rule 13d-3 under the Exchange Act, of common equity of the Corporation representing more than 50% of the voting power of the Common Stock;

(ii) consummation of any consolidation, merger or other business combination of the Corporation with or into another Person or any sale, lease or conveyance in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Corporation and its subsidiaries, taken as a whole, to any Person other than one of the Corporation's subsidiaries, in each case pursuant to which the Common Stock will be converted into cash, securities or other property, other than:

(A) pursuant to a transaction in which the Persons that "beneficially owned" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, Voting Shares of the Corporation immediately prior to such transaction beneficially own, directly or indirectly, Voting Shares representing a majority of the total voting power of all outstanding classes of Voting Shares of the continuing or surviving Person immediately after the transaction; or

(B) any merger or consolidation primarily for the purpose of changing the jurisdiction of incorporation of the Corporation and resulting in a reclassification, conversion or exchange of outstanding shares of common stock solely into shares of common stock of the surviving entity; or

(iii) the Common Stock ceases to be listed on a U.S. national securities exchange or association (other than as a result of a transaction described in clause (ii) above);

provided, *however*, that a Fundamental Change with respect to clauses (i) or (ii) above shall not be deemed to have occurred if at least 90% of the consideration received by holders of the Common Stock in the transaction or transactions consists of common stock that is traded on a U.S. national securities exchange or that will be traded on a U.S. national securities exchange when issued or exchanged in connection with such transaction.

"Fundamental Change Notice" has the meaning set forth in Subdivision 14(m)(ii).

"Fundamental Change Redemption Date" has the meaning set forth in Subdivision 14(m)(i).

"Fundamental Change Redemption Price" has the meaning set forth in Subdivision 14(m)(i).

"Holder(s)" means the Person(s) in whose name the shares of the Series B Preferred Stock are registered, which may be treated by the Corporation, as the absolute owner of the shares of Series B Preferred Stock for the purpose of making payment and settling the related conversions and for all other purposes. The initial Holder shall be Darwin Deason.

"Issue Date" means the date upon which any shares of Series B Preferred Stock are first issued.

"Junior Securities" has the meaning set forth in Subdivision 14(c)(i).

"Liquidation Preference" means, with respect to each share of Series B Preferred Stock, at any time, $1,000.

"Make-Whole Acquisition" means the occurrence of a transaction described under clauses (i) or (ii) of the definition of "Fundamental Change".

"Make-Whole Acquisition Conversion Period" has the meaning set forth in Subdivision 14(l)(i).

"Make-Whole Acquisition Effective Date" has the meaning set forth in Subdivision 14(l)(i).

"Make-Whole Acquisition Stock Price" means the price paid per share of Common Stock in the event of a Make-Whole Acquisition. If the holders of shares of Common Stock receive only cash in the Make-Whole Acquisition, the Make-Whole Acquisition Stock Price shall be the cash amount paid per share of Common Stock. Otherwise, the Make-Whole Acquisition Stock Price shall be the average of the Closing Price per share of Common Stock on the 10 Trading Days up to, but not including, the Make-Whole Acquisition Effective Date.

"Mandatory Conversion Date" has the meaning set forth in Subdivision 14(h)(iii).

"Notice of Mandatory Conversion" has the meaning set forth in Subdivision 14(h)(iii).

"Optional Redemption Date" has the meaning set forth in Subdivision 14(o)(ii)(B).

"Optional Redemption Notice" has the meaning set forth in Subdivision 14(o)(ii)(A).

"Optional Redemption Transferred Shares" has the meaning set forth in Subdivision 14(o)(ii).

"Parity Securities" has the meaning set forth in Subdivision 14(c)(ii).

"Permitted Transferee(s)" means any of (w) the spouse of Darwin Deason, (x) any lineal descendant of Darwin Deason or any brother or sister of Darwin Deason, (y) any brother or sister of Darwin Deason, or (z) any trust for the direct or indirect benefit of exclusively Darwin Deason and/or the spouse of Darwin Deason; any lineal descendant of Darwin Deason or any brother or sister of Darwin Deason; or any brother or sister of Darwin Deason.

"Person" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock corporation, limited liability company or trust.

"Record Date" means, with respect to any issuance, dividend or distribution declared, paid or made on or with respect to any capital stock of the Corporation, the date fixed for the determination of the holders of such capital stock entitled to receive such issuance, dividend or distribution.

"Registrar" means the Corporation or any other registrar appointed by the Corporation.

"Reorganization Event" has the meaning set forth in Subdivision 14(k)(i).

"Senior Securities" has the meaning set forth in Subdivision 14(c)(iii).

"Series B Preferred Stock" has the meaning set forth in Subdivision 14(a).

"Spin-Off" has the meaning set forth in Subdivision 14(j)(v).

"Spin-Off Valuation Period" has the meaning set forth in Subdivision 14(j)(v).

"Trading Day" means a day on which the shares of Common Stock or any securities distributed in a Spin-Off, as the case may be:

(i) are not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the Close of Business; and

(ii) have traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock.

"Transfer" means, with respect to each share of Series B Preferred Stock, the sale, transfer, pledge, assignment, loan or other disposition or encumbrance of such share of Series B Preferred Stock.

"Trigger Event" has the meaning set forth in Subdivision 14(j)(xv).

"Voting Shares" of a Person means shares of all classes of Capital Stock of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of the board of directors of such Person.

(c) *Ranking*. The Series B Preferred Stock shall, with respect to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation, rank:

(i) senior to the Corporation's Common Stock and Class B Stock and each other class or series of capital stock that the Corporation may issue in the future the terms of which do not expressly provide that it ranks on a parity with or senior to the Series B Preferred Stock as to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation (collectively, the "Junior Securities");

(ii) on a parity with each class or series of Cumulative Preferred Stock established after the Issue Date by the Corporation the terms of which expressly provide that such class or series will rank on a parity with the Series B Preferred Stock as to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation (collectively, the "Parity Securities"); and

(iii) subject to the approval of the holders of the Series B Preferred Stock to the extent required by subdivision 6 of Article FOURTH of the Certificate of Incorporation, junior to any class or series of the Corporation's capital stock that the Corporation may issue in the future the terms of which expressly provide that such class or series shall rank senior to the Series B Preferred Stock (collectively, the "Senior Securities").

For the avoidance of doubt, the Corporation has the right to authorize and/or issue additional shares or classes or series of Junior Securities or Parity Securities without notice to or consent of the Holder(s).

(d) *Dividends*.

(i) The Holder(s) shall be entitled to receive, on each share of Series B Preferred Stock, when, as and if declared by the Board of Directors, out of any funds legally available for the payment of dividends, cumulative cash dividends at a rate per annum equal to 8.0% of the Liquidation Preference (the "Dividend Rate") in accordance with subdivisions 1, 2 and 3 of Article FOURTH of the Certificate of Incorporation; *provided*, *however*, that in the event that on any Dividend Payment Date there shall be accrued and unpaid dividends for any prior Dividend Period, the Dividend Rate shall equal 8.0% per annum of the sum of (x) the Liquidation Preference and (y) the amount of all such accrued and unpaid dividends for any prior Dividend Periods.

(ii) Dividends will accrue and cumulate from the Issue Date and are payable quarterly in arrears on the first day of January, April, July and October (each, a "Dividend Payment Date"), commencing on the first Dividend Payment Date following the Issue Date. If a Dividend Payment Date falls on a day that is not a Business Day, the dividends will be paid on the next Business Day as if it were paid on the Dividend Payment Date and no interest will accrue in connection therewith.

(iii) The amount of dividends payable for each full quarterly Dividend Period will be computed by dividing the Dividend Rate by four. The amount of dividends payable for the initial Dividend Period, or any other Dividend Period shorter or longer than a full quarterly Dividend Period, will be computed on the basis of the actual number of days elapsed during such Dividend Period over a 360-day year.

(iv) Dividends will be paid to the Holder(s) as such Holder(s) appear in the records of the Corporation at the Close of Business on the 15th day of the immediately preceding calendar month in which the applicable Dividend Payment Date falls (the "Dividend Record Date"). The Dividend Record Date shall apply regardless of whether any particular Dividend Record Date is a Business Day.

(v) Dividends on any share of Series B Preferred Stock converted to Common Stock shall cease to accumulate on the Mandatory Conversion Date or any applicable Conversion Date, as applicable.

(e) *Liquidation*.

(i) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, the Holder(s) shall be entitled to receive for each share of Series B Preferred Stock out of the assets of the Corporation or proceeds thereof legally available for distribution to stockholders of the Corporation, after satisfaction of all liabilities, if any, to creditors of the Corporation and subject to the rights of holders of any Senior Securities, and before any distribution of such assets or proceeds is made to or set aside for the holders of Junior Securities, a liquidating distribution in an amount equal to (x) the Liquidation Preference and (y) an amount equal to any accrued and unpaid dividends on such share of Series B Preferred Stock through the date of such liquidating distribution. After payment of the full amount of such liquidating distribution, the Holder(s) will not be entitled to any further participation in any distribution of assets by, and shall have no right or claim to any remaining assets, of the Corporation.

(ii) In the event the assets of the Corporation available for distribution to stockholders upon any liquidation, dissolution or winding-up of the affairs of the Corporation, whether voluntary or involuntary, shall be insufficient to pay in full the amounts payable with respect to all outstanding shares of the Series B Preferred Stock and the corresponding amounts payable on any Parity Securities, the Holder(s) and the holders of such Parity Securities shall share ratably in any distribution of assets of the Corporation in proportion to the full respective liquidating distributions which would be payable on such shares if all amounts payable thereon were paid in full.

(iii) Neither the consolidation or merger of the Corporation with or into any other entity, nor the consolidation or merger of any other entity with or into the Corporation, nor the sale, lease or other transfer or disposition of all or substantially all of the Corporation’s property or business or other assets shall, in and of itself, constitute a liquidation, dissolution or winding up of the Corporation.

(f) *Maturity*. The Series B Preferred Stock shall be perpetual, unless converted in accordance with this Certificate of Incorporation or redeemed either at the option of the Holder pursuant to Subdivision 14(m) or at the option of the Corporation pursuant to Subdivision 14(o)(ii).

(g) *Conversion at the Holder’s Option*. Each Holder shall have the right, at such Holder’s option, at any time and from time to time, to convert all or any portion of such Holder’s Series B Preferred Stock into shares of Common Stock at the Applicable Conversion Rate, plus cash in lieu of fractional shares, plus an amount equal to any accrued and unpaid dividends on the shares of Series B Preferred Stock so converted through the date of such conversion, subject to compliance with the conversion procedures set forth in Subdivision 14(i).

(h) *Mandatory Conversion at the Corporation's Option*.

(i) The Corporation shall have the right, at its option, at any time or from time to time to cause some or all of the Series B Preferred Stock to be converted into shares of Common Stock at the then Applicable Conversion Rate, plus cash in lieu of fractional shares, plus an amount equal to any accrued and unpaid dividends on the shares of Series B Preferred Stock so converted through the Mandatory Conversion Date, if, for 20 Trading Days during any period of 30 consecutive Trading Days (including the last Trading Day of such period), ending on the Trading Day preceding the date the Corporation delivers a Notice of Mandatory Conversion, the Closing Price of the Common Stock exceeds 146.07% of the then Applicable Conversion Price.

(ii) If the Corporation elects to cause fewer than all of the shares of Series B Preferred Stock to be converted pursuant to this Subdivision 14(h), the Corporation shall select the Series B Preferred Stock to be converted on a pro rata basis or by another method the Board of Directors, in its sole discretion, considers fair to the Holders. If the Corporation selects a portion of a Holder's Series B Preferred Stock for partial mandatory conversion and such Holder converts a portion of its shares of Series B Preferred Stock, the converted portion will be deemed to be from the portion selected for mandatory conversion under this Subdivision 14(h).

(iii) If the Corporation elects to exercise the mandatory conversion right pursuant to this Subdivision 14(h), the Corporation shall provide notice of such conversion to each Holder (such notice, a "Notice of Mandatory Conversion"). The conversion date shall be a date selected by the Corporation (the "Mandatory Conversion Date") and shall be no more than 7 days after the date on which the Corporation provides such Notice of Mandatory Conversion. In addition to any information required by applicable law or regulation, the Notice of Mandatory Conversion shall state, as appropriate:

(A) the Mandatory Conversion Date;

(B) the number of shares of Common Stock to be issued upon conversion of each share of Series B Preferred Stock; and

(C) the number of shares of Series B Preferred Stock to be converted.

(i) *Conversion Procedures*.

(i) As provided in Subdivision 14(d)(v), dividends on any share of Series B Preferred Stock converted to Common Stock shall cease to accumulate on the Mandatory Conversion Date or any applicable Conversion Date, as applicable, and such shares of Series B Preferred Stock shall cease to be outstanding upon conversion.

(ii) Prior to the Close of Business on the Mandatory Conversion Date or any applicable Conversion Date, shares of Common Stock (and/or other securities, if applicable) issuable upon conversion of any shares of Series B Preferred Stock shall not be deemed outstanding for any purpose, and the Holder(s) shall have no rights with respect to the Common Stock (and/or other securities, if applicable) issuable upon conversion (including voting rights, rights to respond to tender offers for the Common Stock (and/or other securities, if applicable) issuable upon conversion and rights to receive any dividends or other distributions on the Common Stock (and/or other securities, if applicable) issuable upon conversion) by virtue of holding shares of Series B Preferred Stock.

(iii) The Person(s) entitled to receive the Common Stock (and/or cash, securities or other property, if applicable) issuable upon conversion of Series B Preferred Stock shall be treated for all purposes as the record holder(s) of such shares of Common Stock (and/or other securities, if applicable) as of the Close of Business on the Mandatory Conversion Date or any applicable Conversion Date. In the event that a Holder shall not by written notice designate the name in which shares of Common Stock (and/or cash, securities or other property, if applicable) and payments of cash in lieu of fractional shares, if any, and accrued and unpaid dividends, if any, to be issued or paid upon conversion of shares of Series B Preferred Stock should be registered or paid or the manner in which such shares should be delivered, the Corporation shall be entitled to register and deliver such shares, and make such payments, in the name of the Holder and in the manner shown on the records of the Corporation.

(iv) Shares of Series B Preferred Stock duly converted in accordance with this Certificate of Incorporation, or otherwise reacquired by the Corporation, will resume the status of authorized and unissued Cumulative Preferred Stock, undesignated as to series and available for future issuance. The Corporation may from time-to-time take such appropriate action as may be necessary to reduce the authorized number of shares of Series B Preferred Stock; *provided* that no decrease shall reduce the authorized number of Series B Preferred Stock to a number less than the number of shares then outstanding.

(v) Conversion into shares of Common Stock will occur on the Mandatory Conversion Date or any applicable Conversion Date as follows:

(A) On the Mandatory Conversion Date, certificates representing shares of Common Stock shall be issued and delivered to the Holder(s) or their designee upon presentation and surrender of the certificate evidencing the Series B Preferred Stock to the Corporation and, if required, the furnishing of appropriate endorsements and transfer documents and the payment of all transfer and similar taxes.

(B) On the date of any conversion at the option of the Holder(s) pursuant to Subdivision 14(g), a Holder must do each of the following in order to convert:

(1) surrender the shares of Series B Preferred Stock to the Corporation;

(2) if required, furnish appropriate endorsements and transfer documents; and

(3) if required, pay all transfer or similar taxes.

The date on which a Holder complies with the procedures in this Subdivision 14(i)(v) is the "Conversion Date".

(vi) Fractional Shares.

(A) No fractional shares of Common Stock will be issued as a result of any conversion of shares of Series B Preferred Stock.

(B) In lieu of any fractional share of Common Stock otherwise issuable in respect of any conversion pursuant to Subdivision 14(g) or Subdivision 14(h), the Corporation shall pay an amount in cash (computed to the nearest cent) equal to the same fraction of the Closing Price of the Common Stock determined as of the second Trading Day immediately preceding the Conversion Date.

(C) If more than one share of the Series B Preferred Stock is surrendered for conversion at one time by or for the same Holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of the Series B Preferred Stock so surrendered.

(j) *Anti-Dilution Adjustments*.

(i) The Conversion Rate shall be adjusted from time to time by the Corporation in accordance with this Subdivision 14(j).

(ii) If the Corporation shall, at any time or from time to time while any of the Series B Preferred Stock is outstanding, pay a dividend or make a distribution on its Common Stock in shares of its Common Stock to all or substantially all holders of its Common Stock, then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

CR_0 = the Conversion Rate in effect at the Close of Business on the Record Date for such dividend or distribution;

CR_1 = the Conversion Rate in effect immediately after the Record Date for such dividend or distribution;

OS_0 = the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such dividend or distribution; and

OS_1 = the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such dividend or distribution.

Any adjustment made pursuant to this Subdivision 14(j)(ii) shall become effective immediately after the Record Date for such dividend or distribution. If any dividend or distribution that is the subject of this Subdivision 14(j)(ii) is declared but not so paid or made, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to pay or make such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. For the avoidance of doubt, for purposes of this Subdivision 14(j)(ii), the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such dividend or distribution shall not include shares of Common Stock held in treasury, if any.

(iii) If the Corporation shall, at any time or from time to time while any of the Series B Preferred Stock is outstanding, (x) subdivide the then Common Stock Outstanding into a greater number of shares of Common Stock or (y) combine the then Common Stock Outstanding into a smaller number of shares of Common Stock, then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

CR_0 = the Conversion Rate in effect at the Close of Business on the effective date of such subdivision or combination;

CR_1 = the Conversion Rate in effect immediately after the effective date of such subdivision or combination;

OS_0 = the number of shares of Common Stock Outstanding at the Close of Business on the effective date of such subdivision or combination; and

OS_1 = the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such subdivision or combination.

Any adjustment made pursuant to this Subdivision 14(j)(iii) shall become effective immediately after the effective date of such subdivision or combination.

(iv) If the Corporation shall, at any time or from time to time while any of the Series B Preferred Stock is outstanding, distribute to holders of all or substantially all of the Common Stock any rights or warrants (other than a distribution of rights issued pursuant to a stockholder’s rights plan, to the extent such rights are attached to shares of Common Stock (in which event the provisions of Subdivision 14(j)(xv) shall apply), a dividend reinvestment plan or an issuance in connection with a transaction in which Subdivision 14(k) applies) entitling them to subscribe for or purchase, for a period of not more than 60 calendar days from the issuance date of such distribution, shares of Common Stock at a price per share less than the Current Market Price of the Common Stock, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such distribution;
CR'	=	the Conversion Rate in effect immediately after the Record Date for such distribution;
OS_0	=	the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such distribution;
X	=	the total number of shares of Common Stock issuable pursuant to such rights or warrants; and
Y	=	the number of shares of Common Stock equal to (x) the aggregate price payable to exercise such rights or warrants divided by (y) the Current Market Price of the Common Stock.

Any adjustment made pursuant to this Subdivision 14(j)(iv) shall become effective immediately after the Record Date for such distribution. If such rights or warrants described in this Subdivision 14(j)(iv) are not so distributed, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to distribute such rights or warrants, to the Conversion Rate that would then be in effect if such distribution had not been declared. To the extent that such rights or warrants are not exercised prior to their expiration or shares of Common Stock are otherwise not delivered pursuant to such rights or warrants upon the exercise of such rights or warrants, the Conversion Rate shall be readjusted to the Conversion Rate which would then be in effect had the adjustments made upon the distribution of such rights or warrants been made on the basis of the delivery of only the number of shares of Common Stock actually delivered. In determining the aggregate price payable to exercise such rights or warrants, there shall be taken into account any consideration received by the Corporation upon exercise of such rights and warrants and the value of such consideration (if other than cash, to be determined in good faith by the Board of Directors). For the avoidance of doubt, for purposes of this Subdivision 14(j)(iv), the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such distribution shall not include shares of Common Stock held in treasury, if any.

(v) If the Corporation shall, at any time or from time to time while any of the Series B Preferred Stock is outstanding, by dividend or otherwise, distribute to all or substantially all holders of the Common Stock shares of any class of capital stock of the Corporation, evidences of its indebtedness, assets, property or rights or warrants to acquire the Corporation's capital stock or other securities, but excluding:

(A) any dividends or distributions referred to in Subdivision 14(j)(ii);

(B) any rights or warrants referred to in Subdivision 14(j)(iv);

(C) any dividends or distributions referred to in Subdivision 14(j)(vi);

(D) any dividends and distributions in connection with a transaction to which Subdivision 14(k) shall apply; and

(E) any Spin-Offs to which the provision set forth below in this Subdivision 14(j)(v) shall apply,

(any such shares of capital stock, indebtedness, assets, property or rights or warrants to acquire Common Stock or other securities, hereinafter in this Subdivision 14(j)(v) called the "Distributed Property"), then, in each such case, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such distribution;
CR'	=	the Conversion Rate in effect immediately after the Record Date for such distribution;
SP_0	=	the Current Market Price of the Common Stock; and
FMV	=	the Fair Market Value on the Record Date for such distribution of the Distributed Property, expressed as amount per share of Common Stock.

If the transaction that gives rise to an adjustment pursuant to this Subdivision 14(j)(v) is one pursuant to which the payment of a dividend or other distribution on the Common Stock consists of shares of capital stock of, or similar equity interests in, a Subsidiary or other business unit of the Corporation (a "Spin-Off") that are, or when issued will be, traded or listed on the New York Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market or any other U.S. national securities exchange or association, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{(FMV + MP_0)}{MP_0}$$

where,

CR_0 = the Conversion Rate in effect at the Close of Business on the Record Date for such distribution;

CR' = the Conversion Rate in effect immediately after the Record Date for such distribution;

FMV = the average of the Closing Prices of the capital stock or similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock over the 10 consecutive Trading Day period beginning on, and including, the effective date of the Spin-Off (the "Spin-Off Valuation Period"); and

MP_0 = the average of the Closing Prices of the Common Stock over the Spin-Off Valuation Period.

Any adjustment made pursuant to this Subdivision 14(j)(v) shall become effective immediately after the Record Date for such distribution. If any dividend or distribution of the type described in this Subdivision 14(j)(v) is declared but not so paid or made, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. If an adjustment to the Conversion Rate is required under this Subdivision 14(j)(v), delivery of any additional shares of Common Stock that may be deliverable upon conversion as a result of an adjustment required under this Subdivision 14(j)(v) shall be delayed to the extent necessary in order to complete the calculations provided for in this Subdivision 14(j)(v).

(vi) If the Corporation shall, at any time or from time to time while any of the Series B Preferred Stock is outstanding, by dividend or otherwise make a distribution to all or substantially all holders of its outstanding shares of Common Stock consisting exclusively of cash, but excluding:

(A) any dividend or distribution in connection with the liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), or upon a transaction to which Subdivision 14(k) applies, or

(B) regular cash dividends to the extent that such dividends do not exceed $0.25 per share in any Fiscal Quarter (the "Dividend Threshold Amount"), then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - DIV}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such dividend or distribution;
CR_1	=	the Conversion Rate in effect immediately after the Record Date for such dividend or distribution;
SP_0	=	the Current Market Price of the Common Stock; and
DIV	=	the amount in cash per share of Common Stock of the dividend or distribution, as determined pursuant to the following sentences. If any adjustment is required to be made as set forth in this Subdivision 14(j)(vi) as a result of a distribution (1) that is a regularly scheduled quarterly dividend, such adjustment would be based on the amount by which such dividend exceeds the Dividend Threshold Amount or (2) that is not a regularly scheduled quarterly dividend, such adjustment would be based on the full amount of such distribution. The Dividend Threshold Amount is subject to adjustment on an inversely proportional basis whenever the Conversion Rate is adjusted; *provided* that no adjustment shall be made to the Dividend Threshold Amount for any adjustment made to the Conversion Rate as described under this Subdivision 14(j)(vi).

Any adjustment made pursuant to this Subdivision 14(j)(vi) shall become effective immediately after the Record Date for such dividend or distribution. If any dividend or distribution of the type described in this Subdivision 14(j)(vi) is not so paid or made, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(vii) If the Corporation shall, at any time or from time to time while any of the Series B Preferred Stock is outstanding, make a payment in respect of a tender offer or exchange offer for all or any portion of the Common Stock subject to the tender offer rules, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Closing Price of the Common Stock on the trading day immediately succeeding the last date on which tenders or exchanges may be made pursuant to such tender offer or exchange offer (the "Expiration Date"), then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV + (SP_1 \times OS_1)}{SP_1 \times OS_0}$$

where,

CR_0 = the Conversion Rate in effect at the Close of Business on the Expiration Date;

CR_1 = the Conversion Rate in effect immediately after the Expiration Date;

FMV = the Fair Market Value, on the Expiration Date, of the aggregate value of all cash and any other consideration paid or payable for shares of Common Stock validly tendered or exchanged and not withdrawn as of the Expiration Date;

OS_1 = the number of shares of Common Stock outstanding immediately after the last time tenders or exchanges may be made pursuant to such tender offer or exchange offer (the "Expiration Time");

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Expiration Time; and

SP_1 = the average of the Closing Price of Common Stock during the ten consecutive Trading Day period commencing on the Trading Day immediately after the Expiration Date.

Any adjustment made pursuant to this Subdivision 14(j)(vii) shall become effective immediately prior to 9:00 a.m., New York City time, on the Trading Day immediately following the Expiration Date. If the Corporation, or one of its subsidiaries, is obligated to purchase shares of Common Stock pursuant to any such tender offer or exchange offer, but the Corporation or such subsidiary is permanently prevented by applicable law from effecting any such purchases, or all such purchases are rescinded, then the Conversion Rate shall be readjusted to be the Conversion Rate that would then be in effect if such tender offer or exchange offer had not been made. Except as set forth in the preceding sentence, if the application of this Subdivision 14(j)(vii) to any tender offer or exchange offer would result in a decrease in the Conversion Rate, no adjustment shall be made for such tender offer or exchange offer under this Subdivision 14(j)(vii). If an adjustment to the Conversion Rate is required under this Subdivision 14(j)(vii), delivery of any additional shares of Common Stock upon conversion of the Series B Preferred Stock shall be delayed to the extent necessary in order to complete the calculations provided for in this Subdivision 14(j)(vii).

(viii) In cases where the Fair Market Value of shares of capital stock, evidences of indebtedness, assets (including cash), or securities or certain rights, warrants or options to purchase securities of the Corporation, or the amount of the cash dividend or distribution applicable to one share of Common Stock, distributed to all or substantially all holders of the Common Stock:

(A) equals or exceeds the Current Market Price of the Common Stock; or

(B) the Current Market Price of the Common Stock exceeds the Fair Market Value of such assets, debt securities or rights, warrants or options or the amount of cash so distributed by less than $1.00, rather than being entitled to an adjustment in the Conversion Rate, the Holder(s) will be entitled to receive upon conversion, in addition to shares of Common Stock, the kind and amount of shares of capital stock, evidences of indebtedness, assets, or securities or rights, warrants or options comprising the distribution, if any, that such Holder(s) would have received if such Holder(s) had held a number of shares of Common Stock equal to the number of shares of Series B Preferred Stock held multiplied by the Conversion Rate in effect immediately prior to the record date for determining the holders of Common Stock entitled to receive the distribution.

(ix) All calculations under this Subdivision 14(j) shall be made to the nearest 1/100,000 of a share of Common Stock per share of Series B Preferred Stock. No adjustment in the Conversion Rate is required if the amount of such adjustment would be less than 1%; *provided*, *however*, that any such adjustment not required to be made pursuant to this Subdivision 14(j)(ix) will be carried forward and taken into account in any subsequent adjustment.

(x) No adjustment to the Conversion Rate shall be made if the Holder(s) may participate in the transaction that would otherwise give rise to an adjustment, as a result of holding the Series B Preferred Stock, without having to convert the Series B Preferred Stock, as if they held the full number of shares of Common Stock into which a share of the Series B Preferred Stock may then be converted.

(xi) The Corporation may, but is not required to, make such increases in the Conversion Rate, in addition to those required by Subdivision 14(j)(ii) through (vii), as the Board of Directors deems advisable to avoid or diminish any income tax to holders of Common Stock resulting from any dividend or distribution of Common Stock (or rights to acquire Common Stock) or from any event treated as such for income tax purposes.

(xii) In addition to the foregoing, to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Corporation from time to time may increase the Conversion Rate by any amount for any period of time if the period is at least 20 Business Days, the increase is irrevocable during the period and the Board of Directors shall have made a determination that such increase would be in the best interests of the Corporation, which determination shall be conclusive. Whenever the Conversion Rate is increased pursuant to the preceding sentence, the Corporation shall mail to Holder(s) a notice of the increase, which notice will be given at least 15 calendar days prior to the effectiveness of any such increase, and such notice shall state the increased Conversion Rate and the period during which it will be in effect.

(xiii) If during a period applicable for calculating the Closing Price of Common Stock or any other security, an event occurs that requires an adjustment to the Conversion Rate, the Closing Price of such security shall be calculated for such period in a manner reasonably determined by the Corporation to appropriately reflect the impact of such event on the price of such security during such period. Whenever any provision of this Subdivision 14 requires a calculation of an average of Closing Prices of Common Stock or any other security over multiple days, appropriate adjustments shall be made to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Record Date of the event occurs, at any time during the period during which the average is to be calculated.

(xiv) Whenever the Conversion Rate is to be adjusted in accordance with Subdivision 14(j), the Corporation shall compute the Conversion Rate in accordance with Subdivision 14(j), taking into account Subdivision 14(j)(ix), and provide, or cause to be provided, a written notice to the Holder(s) of the occurrence of such event and setting forth the adjusted Conversion Rate.

(xv) Rights Plans. If the Corporation has a rights plan in effect with respect to the Common Stock on the Mandatory Conversion Date or any Conversion Date, upon conversion of any shares of the Series B Preferred Stock, the Holder of such shares will receive, in addition to the shares of Common Stock, the rights under the rights plan relating to such Common Stock, unless, prior to the Mandatory Conversion Date or such Conversion Date, the rights have (x) become exercisable or (y) separated from the shares of Common Stock in accordance with the provisions of such rights plan (the first of events to occur being the "Trigger Event"), in either of which cases the Conversion Rate will be adjusted, effective automatically at the time of such Trigger Event, as if the Corporation had made a distribution of such rights to all holders of the Common Stock as described in Subdivision 14(j)(iv) (without giving effect to the 60-day limit on the exercisability of rights and warrants ordinarily subject to such Subdivision 14(j)(iv)), subject to appropriate readjustment in the event of the expiration, termination or redemption of such rights prior to the exercise, deemed exercise or exchange thereof. Notwithstanding the foregoing, to the extent any such stockholder rights are exchanged by the Corporation for shares of Common Stock, the Conversion Rate shall be appropriately readjusted as if such stockholder rights had not been issued, but the Corporation had instead issued the shares of Common Stock issued upon such exchange as a dividend or distribution of shares of Common Stock subject to Subdivision 14(j)(ii).

(k) *Reorganization Events*.

(i) In the event that there occurs:

(A) any consolidation, merger or other business combination of the Corporation with or into another Person;

(B) any sale, transfer, lease or conveyance to another Person of all or substantially all of the property and assets of the Corporation;

(C) any reclassification, recapitalization or reorganization of the Corporation; or

(D) any statutory exchange of the outstanding shares of Common Stock for securities of another Person (other than in connection with a consolidation, merger or other business combination);

and in each case, the holders of the Common Stock receive stock, other securities or other property or assets (including cash or any combination thereof) with respect to or in exchange for the Common Stock (any such event or transaction, a "Reorganization Event") each share of Series B Preferred Stock outstanding immediately prior to such Reorganization Event shall, without notice to or consent of the Holder(s) and subject to Subdivision 14(k)(v), become convertible (but, for the avoidance of doubt, shall not be automatically converted in connection with such Reorganization Event) into the kind of securities, cash and other property received in such Reorganization Event by the holders of the Common Stock (other than the counterparty to the Reorganization Event or an Affiliate of such counterparty) (such securities, cash and other property, the "Exchange Property").

(ii) In the event that holders of the shares of Common Stock have the opportunity to elect the form of consideration to be received in such transaction, the consideration that the Holder(s) are entitled to receive upon conversion shall be deemed to be the types and amounts of consideration received by a majority of the holders of the shares of Common Stock that did make an affirmative election.

(iii) The above provisions of this Subdivision 14(k) shall similarly apply to successive Reorganization Events and the provisions of Subdivision 14(j) shall apply to any shares of capital stock received by the holders of Common Stock in any such Reorganization Event.

(iv) The Corporation (or any successor) shall, within 20 days of the consummation of any Reorganization Event, provide written notice to the Holder(s) of such consummation of such event and of the kind and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Subdivision 14(k).

(v) The Corporation shall not enter into any agreement for a transaction constituting a Reorganization Event unless:

(A) such agreement provides for, or does not interfere with or prevent (as applicable), conversion of the Series B Preferred Stock into the Exchange Property in a manner that is consistent with and gives effect to this Subdivision 14(k); and

(B) to the extent that the Corporation is not the surviving corporation in such Reorganization Event or will be dissolved in connection with such Reorganization Event, proper provision shall be made in the agreements governing such Reorganization Event for the conversion of the Series B Preferred Stock into stock of the Person surviving such Reorganization Event or, in the case of a Reorganization Event described in Subdivision 14(k)(i)(B), an exchange of Series B Preferred Stock for the stock of the Person to whom the Corporation's assets are conveyed or transferred, and such stock of the Person surviving such Reorganization Event or to whom the Corporation's assets are conveyed or transferred shall have voting powers, preferences and relative, participating, optional or other special rights as nearly equal as possible to those provided in this Certificate of Incorporation.

(l) *Holder's Right to Convert Upon a Make-Whole Acquisition*.

(i) In addition to any other rights of conversion set forth herein, in the event a Make-Whole Acquisition occurs, each Holder shall have the right, at such Holder's option, to convert all or any portion of such Holder's shares of Series B Preferred Stock into shares of Common Stock during the period (the "Make-Whole Acquisition Conversion Period") beginning on the effective date of the Make-Whole Acquisition (the "Make-Whole Acquisition Effective Date") and ending on the date that is 30 calendar days after the Make-Whole Acquisition Effective Date at the Applicable Conversion Rate, plus a number of additional shares of Common Stock (the "Additional Shares") determined pursuant to Subdivision 14(l)(ii), plus cash in lieu of fractional shares, plus an amount equal to any accrued and unpaid dividends on the shares of Series B Preferred Stock so converted through the date of such conversion, subject to compliance with the conversion procedures set forth in Subdivision 14(i).

(ii) The number of Additional Shares per share of Series B Preferred Stock shall be determined by reference to the table below for the applicable Make-Whole Acquisition Effective Date and the applicable Make-Whole Acquisition Stock Price:

	Make-Whole Acquisition Stock Price				
Make-Whole Acquisition Effective Date	$ 6.00	$ 6.68	$ 8.00	$ 9.00	$ 9.75
February 1, 2015 and thereafter	16.8550	12.6052	6.5538	3.2978	0.0000

The exact Make-Whole Acquisition Stock Price and Make-Whole Acquisition Effective Date may not be set forth in the table, in which case:

(A) if the Make-Whole Acquisition Stock Price is between two Make-Whole Acquisition Stock Price amounts in the table or the Make-Whole Acquisition Effective Date is between two Make-Whole Acquisition Effective Dates in the table, the number of Additional Shares will be determined by straight-line interpolation between the number of Additional Shares set forth for the higher and lower Make-Whole Acquisition Stock Price amounts and the two Make-Whole Acquisition Effective Dates, as applicable, based on a 365-day year;

(B) if the Make-Whole Acquisition Stock Price is in excess of $9.75 per share (subject to adjustment pursuant to Subdivision 14(j)), no Additional Shares will be issued upon conversion of the Series B Preferred Stock;

(C) if the Make-Whole Acquisition Stock Price is less than $6.00 per share (subject to adjustment pursuant to Subdivision 14(j)), no Additional Shares will be issued upon conversion of the Series B Preferred Stock; and

(D) if the Make-Whole Acquisition Effective Date is after the fifth anniversary of the Issue Date, then the number of Additional Shares will be determined by reference to the last row in the table.

The Make-Whole Acquisition Stock Prices set forth in the table above shall be adjusted pursuant to Subdivision 14(j) as of any date the Conversion Rate is adjusted. The adjusted Make-Whole Acquisition Stock Prices will equal the Make-Whole Acquisition Stock Prices applicable immediately prior to such adjustment multiplied by a fraction, the numerator of which is the Conversion Rate immediately prior to the adjustment and the denominator of which is the Conversion Rate as so adjusted. Each of the number of Additional Shares in the table shall also be subject to adjustment in the same manner as the Conversion Rate pursuant to Subdivision 14(j).

(iii) On or before the 20th calendar day prior to the date the Corporation anticipates the Make-Whole Acquisition being consummated or within two Business Days of becoming aware of a Make-Whole Acquisition of the type set forth in clause (i) of the definition of Make-Whole Acquisition, a written notice shall be sent by or on behalf of the Corporation, by first-class mail, postage prepaid, to the Holder(s) as they appear in the records of the Corporation. Such notice shall contain:

(A) the date as of which the Make-Whole Acquisition is anticipated to be effective or the Make-Whole Acquisition Effective Date, as applicable; and

(B) the date by which a Make-Whole Acquisition conversion pursuant to this Subdivision 14(l) must be exercised.

(iv) On the Make-Whole Acquisition Effective Date or as soon as practicable thereafter, another written notice shall be sent by or on behalf of the Corporation, by first-class mail, postage prepaid, to the Holder(s) as they appear in the records of the Corporation. Such notice shall contain:

(A) the date that shall be 30 calendar days after the Make-Whole Acquisition Effective Date;

(B) the number of Additional Shares;

(C) the amount of cash, securities and other consideration receivable by a Holder upon conversion; and

(D) the instructions a Holder must follow to exercise its Make-Whole Acquisition conversion right pursuant to this Subdivision 14(l).

(v) To exercise its Make-Whole Acquisition conversion right pursuant to this Subdivision 14(l), a Holder must, no later than 5:00 p.m., New York City time, on or before the date specified in the notice sent pursuant to Subdivision 14(l)(iv), comply with the procedures set forth in Subdivision 14(i), and indicate that it is exercising its Make-Whole Acquisition conversion right pursuant to this Subdivision 14(l).

(vi) If a Holder does not elect to exercise its Make-Whole Acquisition conversion right pursuant to this Subdivision 14(l), the shares of Series B Preferred Stock or successor security held by it shall remain outstanding (unless otherwise converted as provided herein), but the Holder will not be eligible to receive Additional Shares.

(vii) Upon a Make-Whole Acquisition conversion, the Conversion Agent shall, except as otherwise provided in the instructions provided by the Holder thereof in the written notice provided to the Corporation or its successor as set forth in Subdivision 14(l)(v), deliver to the Holder such cash, securities or other property as are issuable with respect to the shares of Series B Preferred Stock converted.

(viii) In the event that a Make-Whole Acquisition conversion is effected with respect to shares of Series B Preferred Stock or a successor security representing less than all the shares of Series B Preferred Stock or a successor security held by a Holder, upon such Make-Whole Acquisition conversion, the Corporation or its successor shall execute and the Registrar shall, unless otherwise instructed in writing, countersign and deliver to the Holder thereof, at the expense of the Corporation or its successors, a certificate evidencing the shares of Series B Preferred Stock or such successor security held by the Holder as to which a Make-Whole Acquisition conversion was not effected.

(m) *Holder’s Redemption Right Upon a Fundamental Change*.

(i) Upon the occurrence of a Fundamental Change, each Holder shall have the option, during the period commencing on the date the applicable Fundamental Change Notice (as defined below) is mailed to Holders of the Series B Preferred Stock and ending at the Close of Business on the 45th Business Day thereafter (the “Fundamental Change Redemption Date”), to require the

Corporation to redeem all, or any portion, of such Holder's shares of Series B Preferred Stock at the redemption price per share equal to the Liquidation Preference per share of Series B Preferred Stock plus an amount equal to any accrued and unpaid dividends on the shares of Series B Preferred Stock so redeemed to, but not including, the Fundamental Change Redemption Date (the "Fundamental Change Redemption Price").

(ii) Within 30 days following a Fundamental Change, the Corporation shall mail to each Holder of shares of the Series B Preferred Stock a notice (the "Fundamental Change Notice") setting forth the details of the Fundamental Change and the special redemption rights occasioned thereby. In addition to any information required by law or by the applicable rules of any exchange upon which the Series B Preferred Stock may be listed or admitted to trading, such notice shall state: (a) the Fundamental Change Redemption Date; (b) the Fundamental Change Redemption Price; (c) the place or places where certificates for shares may be surrendered for payment of the Fundamental Change Redemption Price, including any procedures applicable to redemption to be accomplished through book-entry transfers; (d) the procedures that the Holder of Series B Preferred Stock must follow to exercise such Holder's rights under this Subdivision 14(m); and (e) that dividends on the shares tendered for redemption will cease to accumulate on the Fundamental Change Redemption Date.

(iii) To exercise such Holder's special redemption right under this Subdivision 14(m), a Holder must (a) surrender the certificate or certificates evidencing the shares of Series B Preferred Stock to be redeemed, duly endorsed in a form satisfactory to the Corporation, at the office of the Corporation and (b) notify the Corporation at such office that such Holder elects to exercise such Holder's fundamental change redemption rights and the number of shares such Holder wishes to have redeemed. In the event that a Holder fails to notify the Corporation of the number of shares of Series B Preferred Stock which such Holder wishes to have redeemed, such Holder shall be deemed to have elected to have redeemed all shares represented by the certificate or certificates surrendered for redemption.

(iv) Exercise by a Holder of such Holder's special redemption right following a Fundamental Change is irrevocable, except that a Holder may withdraw its election to exercise such Holder's special redemption right at any time on or before the Fundamental Change Redemption Date by delivering a written or facsimile transmission notice to the Corporation at the address or facsimile number specified in the Fundamental Change Notice. Such notice, to be effective, must be received by the Corporation prior to the close of business on the Fundamental Change Redemption Date. All shares of Series B Preferred Stock tendered for redemption pursuant to the Holder's fundamental change redemption rights as described herein and not withdrawn shall be redeemed at or prior to the Close of Business on the Fundamental Change Redemption Date. From and after the Fundamental Change Redemption Date, unless the Corporation defaults in payment of the Fundamental Change Redemption Price, dividends on the shares of Series B Preferred Stock tendered for redemption shall cease to accumulate, and said shares shall no longer be deemed to be outstanding and shall not have the status of shares of Series B Preferred Stock, and all rights of Holders thereof as shareholders of the Corporation (except the right to receive from the Company the Fundamental Change Redemption Price) shall cease. As soon as practical after the Fundamental Change Redemption Date, the Corporation shall deliver a new certificate representing the unredeemed portion, if any, of the shares of Series B Preferred Stock represented by the certificate or certificates surrendered for redemption.

(n) *Voting Rights*.

(i) Unless the consent of the Holder(s) of a greater number of shares shall then be required by law and except as provided in Subdivisions 14(n)(ii), 14(n)(iii) and 14(n)(iv), the consent of the Holder(s) of at least two-thirds of the shares of Series B Preferred Stock at the time outstanding, given in person or by proxy, either in writing or at any special or annual meeting called for the purpose, at which the Series B Preferred Stock shall vote separately as a class, shall be necessary to permit, effect or validate any one or more of the following:

(A) The authorization of, or any increase in the authorized amount of, any class of stock ranking prior to the Series B Preferred Stock;

(B) The amendment, alteration or repeal of any of the provisions of the Certificate of Incorporation, or of the By-Laws of the Corporation (whether, directly or indirectly, by merger, consolidation or otherwise) which would affect adversely any right, preference, privilege or voting power of the Series B Preferred Stock or of the Holder(s) thereof; and

(C) The voluntary liquidation, dissolution or winding up of the Corporation, or the sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of the Corporation, or the consolidation, merger or other business combination of the Corporation with or into any other Person, except any such sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of the Corporation or consolidation or merger or other business combination wherein none of the rights, preferences, privileges or voting powers of the Series B Preferred Stock or the Holder(s) thereof are adversely affected.

(ii) The Holder(s) shall have no voting rights with respect to any consolidation, merger or other business combination of the Corporation with or into any other Person if:

(A) to the extent the Corporation is not the surviving Person in such transaction, the Holder(s) will receive the stock of the Person surviving such transaction and such stock shall have voting powers, preferences and relative, participating, optional or other special rights as nearly equal as possible to those provided in this Certificate of Incorporation; and

(B) upon conversion of the Series B Preferred Stock or the stock of the Person surviving such transaction issued in accordance with Subdivision 14(k)(v), the Holder(s) will receive Exchange Property in accordance with Subdivision 14(k).

(iii) The Holder(s) shall have no voting rights with respect to any sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of the Corporation if:

(A) to the extent the Corporation is not the surviving Person in such transaction, the Holder(s) will receive the stock of the Person to whom all or substantially all of the property or business of the Corporation is sold, leased or conveyed and such stock shall have voting powers, preferences and relative, participating, optional or other special rights as nearly equal as possible to those provided in this Certificate of Incorporation; and

(B) upon conversion of the Series B Preferred Stock or the stock of the Person to whom all or substantially all of the property or business of the Corporation is sold, leased or conveyed issued in accordance with Subdivision 14(k)(v), the Holder(s) will receive Exchange Property in accordance with Subdivision 14(k).

(iv) The Holder(s) shall not have any voting rights if, at or prior to the effective time of the act with respect to which such vote would otherwise be required, all outstanding shares of Series B Preferred Stock shall have been converted into shares of Common Stock.

(v) The last paragraph of Subdivision 6 of Article FOURTH of the Certificate of Incorporation shall not be applicable to the Series B Preferred Stock.

(vi) The Holder(s) will have the right to appoint two members of the Board of Directors in accordance with Subdivision 7 of Article FOURTH of the Certificate of Incorporation.

(o) *Transfer; Optional Redemption by the Corporation Upon Transfer*.

(i) The Transfer of the Series B Preferred Stock by the Holder(s) thereof shall not be restricted other than pursuant to the requirements of applicable law; *provided, however*, that, with respect to any such Transfer of shares of Series B Preferred Stock, the shares so Transferred must have an aggregate Liquidation Preference of at least $1 million and, if applicable, any shares owned by the Holder effecting such Transfer following such Transfer must have an aggregate Liquidation Preference of at least $1 million.

(ii) Upon a Transfer of the Series B Preferred Stock pursuant to Subdivision 14(o)(i) to a Person other than a Permitted Transferee, the Corporation shall have the right, at its option, to redeem, in part or in whole, such Transferred shares of Series B Preferred Stock (the "Optional Redemption Transferred Shares") at any time on or following the fifth anniversary of the date of such Transfer at a redemption price per share of Series B Preferred Stock equal to the then Fair Market Value of such Optional Redemption Transferred Shares and an amount equal to any accrued and unpaid dividends on such Optional Redemption Transferred Shares to, but not including, the Optional Redemption Date.

(A) If the Corporation exercises its optional redemption right to redeem the Optional Redemption Transferred Shares pursuant to Subdivision 14(o)(ii), a written notice (the "Optional Redemption Notice") shall be sent by or on behalf of the Corporation, by first-class mail, postage prepaid, to the Holder(s) of such Optional Redemption Transferred Shares, which shall contain the number of Optional Redemption Transferred Shares, the name of the nationally recognized independent investment banking firm selected by the Corporation to determine the Fair Market Value of the Optional Redemption Transferred Shares to be redeemed, the Fair Market Value of the Optional Redemption Transferred Shares (on a per share and aggregate basis) and such other information required by applicable law.

(B) The date of the redemption of the Optional Redemption Transferred Shares shall be a date selected by the Corporation that is not less than 30 calendar days and not more than 60 calendar days after the date on which the Corporation provides Optional Redemption Notice (the "Optional Redemption Date").

(C) If, on or before the Optional Redemption Date specified in the Optional Redemption Notice, the Corporation has set aside all funds necessary for such redemption, separate and apart from its other funds, in trust for the pro rata benefit of the Holder(s) of the Optional Redemption Transferred Shares so called for redemption, so as to be and continue to be available therefor, then, notwithstanding that any certificate for the Optional Redemption Transferred Shares so called for redemption shall not have been surrendered for cancellation, all the Optional Redemption Transferred Shares so called for redemption shall no longer be deemed outstanding on and after such Optional Redemption Date, and the right to receive dividends thereon and all other rights with respect to such shares shall forthwith on such Optional Redemption Date cease and terminate, except only the right of the Holder(s) thereof to receive the amount payable on redemption thereof without interest.

(iii) A Holder effecting a Transfer pursuant to this Subdivision 14(o) must notify the Registrar of the Transfer on the date of the Transfer. Any purported Transfer of shares of Series B Preferred Stock not in accordance with this Subdivision 14(o) shall be void and have no effect; *provided*, *however*, that the failure to notify the Registrar of any Transfer shall not cause such Transfer to be void and of no effect.

(p) *Reservation of Common Stock*.

(i) The Corporation has reserved and shall continue at all times to reserve and keep available out of its authorized and unissued Common Stock or shares acquired by the Corporation, solely for issuance upon the conversion of shares of Series B Preferred Stock as provided in this Subdivision 14, free from any preemptive or other similar rights, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Series B Preferred Stock then outstanding. The Corporation shall take all such corporate and other actions as from time to time may be necessary to ensure that all shares of Common Stock issuable upon conversion of shares of Series B Preferred Stock at the Conversion Rate in effect from time to time will, upon issue, be duly and validly authorized and issued, fully paid and nonassessable and free of any preemptive or similar rights. For purposes of this Subdivision 14(p), the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of Series B Preferred Stock shall be computed as if at the time of computation all such outstanding shares were held by a single Holder.

(ii) Notwithstanding the foregoing, the Corporation shall be entitled to deliver upon conversion of shares of Series B Preferred Stock, as herein provided, shares of Common Stock acquired by the Corporation (in lieu of the issuance of authorized and unissued shares of Common Stock), so long as (x) any such acquired shares are free and clear of all liens, charges, security interests or encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders) and (y) all such acquired shares have all the same attributes as any other share of Common Stock then outstanding, including without limitation any rights that may then be attached to all or substantially all of the Common Stock then outstanding pursuant to any stockholders' rights plan or similar arrangement.

(iii) All shares of Common Stock delivered upon conversion of the Series B Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holder(s)).

(iv) Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Series B Preferred Stock, the Corporation shall use its reasonable best efforts to comply with all federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(v) The Corporation hereby covenants and agrees that, if at any time the Common Stock shall be listed on the New York Stock Exchange or any other national securities exchange or automated quotation system, the Corporation will, if permitted by the rules of such exchange or automated quotation system, list and keep listed, so long as the Common Stock shall be so listed on such exchange or automated quotation system, all the Common Stock issuable upon conversion of the Series B Preferred Stock.

(q) *Replacement Certificates*. The Corporation shall replace any mutilated Series B Preferred Stock certificate at the Holder's expense upon surrender of that certificate to the Corporation. The Corporation shall replace certificates that become destroyed, stolen or lost at the Holder's expense upon delivery to the Corporation of satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may reasonably be required by the Corporation.

(r) *Miscellaneous*.

(i) All notices referred to herein shall be in writing, and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of receipt thereof or three Business Days after the mailing thereof if sent by registered or certified mail with postage prepaid, addressed: (x) if to the Corporation, to its office at P.O. Box 4505, 45 Glover Avenue, Norwalk, CT 06856, Attention: General Counsel, or (y) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Corporation or (z) to such other address as the Corporation or any such Holder, as the case may be, shall have designated by notice similarly given.

(ii) No Holder of Series B Preferred Stock shall be entitled as such, as a matter of right, to subscribe for or purchase any part of any new or additional issue of stock of any class whatsoever, or of any obligations or other securities convertible into, or exchangeable for, any stock of any class whatsoever, whether now or hereafter authorized and whether issued for cash or other consideration or by way of dividend.

(iii) The shares of Series B Preferred Stock shall not have any voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Certificate of Incorporation or as provided by applicable law."

FIFTH: The foregoing amendment to the Certificate of Incorporation was authorized by a resolution of the Board of Directors at a meeting thereof duly held on [•], 2016 in accordance with the authority granted to the Board of Directors in the Certificate of Incorporation and Section 502 of the Business Corporation Law.

IN WITNESS WHEREOF, XEROX CORPORATION has caused this Certificate of Amendment to be signed by its authorized corporate officer this [•] day of [•], 2016.

XEROX CORPORATION

by

____

Name:
Title:

Annex II

FORM OF CONDUENT CERTIFICATE OF AMENDMENT

CERTIFICATE OF AMENDMENT
OF

CERTIFICATE OF INCORPORATION
OF

CONDUENT INCORPORATED

(Under Section 805 of the Business Corporation Law)

We, the undersigned, [*Insert Name*] and [*Insert Name*], being respectively the [*Insert title*] and [*Insert title*] of Conduent Incorporated, a New York corporation (the "Corporation"), **DO HEREBY CERTIFY** that:

FIRST: The name of the Corporation is CONDUENT INCORPORATED.

SECOND: The original certificate of incorporation was filed in the Office of the Secretary of State of the State of New York on June 9, 2016 (such certificate of incorporation, as amended and restated and in effect thereafter, the "Certificate of Incorporation").

THIRD: The Certificate of Incorporation is hereby being amended by the addition to Article FOURTH of a provision stating the number, designation, relative rights, preferences and limitations of the Corporation's Series A Convertible Perpetual Preferred Stock, par value $0.01 per share, under authority granted to the Board of Directors in the Certificate of Incorporation and as permitted by Section 502 of the Business Corporation Law.

FOURTH: To effect the foregoing, Article FOURTH of the Certificate of Incorporation is hereby amended by inserting a Subdivision 3 following Subdivision 2 thereof, and such Subdivision 3 shall read in its entirety as follows:

"SERIES A CONVERTIBLE PERPETUAL PREFERRED STOCK

3. (a) *Designation.* There is hereby created out of the authorized and unissued shares of Preferred Stock of the Corporation a series of preferred stock designated as the "Series A Convertible Perpetual Preferred Stock" (the "Series A Preferred Stock"). The number of shares constituting such series shall be 120,000.

(b) *Definitions*. As used herein with respect to the Series A Preferred Stock, the following terms shall have the following meanings, whether used in the singular or the plural:

"accrued and unpaid dividends" means an amount computed at the annual dividend rate for the shares of the Series A Preferred Stock from the date on which dividends on such share became cumulative to and including the date to which such dividends are to be accrued, less the aggregate amount of all dividends theretofore paid on such share; but no interest shall be payable upon any arrearages.

"Additional Shares" has the meaning set forth in Subdivision 3(l)(i).

"Affiliate" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Applicable Conversion Price" at any given time means the price equal to $1,000 divided by the Applicable Conversion Rate in effect at such time.

"Applicable Conversion Rate" means the Conversion Rate in effect at any given time.

"Board of Directors" means the board of directors of the Corporation or any committee thereof duly authorized to act in the relevant matter on behalf of such board of directors.

"Business Day" means any day other than a Saturday, Sunday or any other day on which banks in New York City, New York are generally required or authorized by law to be closed.

"Certificate of Incorporation" means the Restated Certificate of Incorporation of Conduent Incorporated, as amended.

"Close of Business" means 5:00 pm, New York City time, on the date in question.

"Closing Price" of the Common Stock or any securities distributed in a Spin-Off, as the case may be, on any date of determination means:

(i) the closing sale price of the Common Stock or such other securities (or, if no closing sale price is reported, the last reported sale price of the Common Stock or such other securities) on the New York Stock Exchange on such date;

(ii) if the Common Stock or such other securities are not traded on the New York Stock Exchange on such date, the closing sale price of the Common Stock or such other securities (or, if no closing sale price is reported, the last reported sale price of the Common Stock or such other securities) as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock or such other securities are traded on such date;

(iii) if the Common Stock or such other securities are not traded on a U.S. national or regional securities exchange on such date, the last quoted bid price for the Common Stock or such other securities on such date in the over-the-counter market as reported by Pink OTC Markets Inc. or similar organization; or

(iv) if the Common Stock or such other securities are not quoted by Pink OTC Markets Inc. or a similar organization on such date, as determined by a nationally recognized independent investment banking firm retained by the Corporation for this purpose.

For purposes of this Subdivision 3, all references herein to the "Closing Price" and "last reported sale price" of the Common Stock on the New York Stock Exchange shall be such closing sale price and last reported sale price as reflected on the website of the New York Stock Exchange (http://www.nyse.com).

"Common Stock Outstanding" means, at any given time, the number of shares of Common Stock issued and outstanding at such time.

"Conversion Date" has the meaning set forth in Subdivision 3(i)(v)(B).

"Conversion Rate" means, with respect to each share of Series A Preferred Stock, [•][1] shares of Common Stock, subject to adjustment in accordance with the provisions of this Subdivision 3.

"Current Market Price" means, in the case of any distribution giving rise to an adjustment to the Conversion Rate pursuant to Subdivision 3(j)(iv), Subdivision 3(j)(v) or Subdivision 3(j)(vi) or a distribution upon conversion pursuant to Subdivision 3(j)(viii), the average Closing Price of the Common Stock during the ten consecutive Trading Day period ending on and including the Trading Day immediately preceding the Ex-Dividend Date for such distribution. Notwithstanding the foregoing, whenever successive adjustments to the Conversion Rate are called for pursuant to Subdivision 3(j), such adjustments shall be made to the Current Market Price as may be necessary or appropriate to effectuate the intent of Subdivision 3(j) and to avoid unjust or inequitable results as determined in good faith by the Board of Directors.

"Distributed Property" has the meaning set forth in Subdivision 3(j)(v).

"Dividend Payment Date" has the meaning set forth in Subdivision 3(d)(ii).

---

1 Shall be an amount equal to (x) $1,000 divided by (y) the Conversion Price. The Conversion Price is an amount equal to (x) 4.45 divided by (y) the number of shares of Conduent common stock to be issued with respect to each share of Xerox common stock in the spin-off (the "Distribution Ratio").

For example, if the actual Distribution Ratio is 1 for 5 (i.e., one Conduent share for every five Xerox shares), the Conversion Price upon issuance would be $22.25 and the Conversion Rate would be 44.9438. The Conversion Rate will be left blank at signing (with the above explanatory footnote left in the signed document), and the Conversion Rate will be filled in once the Distribution Ratio is set.

"Dividend Period" means each period from, and including, a Dividend Payment Date (or with respect to the initial Dividend Period, the Issue Date) to, but excluding, the following Dividend Payment Date.

"Dividend Rate" has the meaning set forth in Subdivision 3(d)(i).

"Dividend Record Date" has the meaning set forth in Subdivision 3(d)(iv).

"Dividend Threshold Amount" has the meaning set forth in Subdivision 3(j)(vi)(B).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Property" has the meaning set forth in Subdivision 3(k)(i).

"Ex-Dividend Date" means the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the relevant dividend, distribution or issuance.

"Expiration Date" has the meaning set forth in Subdivision 3(j)(vii).

"Expiration Time" has the meaning set forth in Subdivision 3(j)(vii).

"Fair Market Value" means the amount which a willing buyer would pay a willing seller in an arm's-length transaction as reasonably determined by the Board of Directors in good faith; *provided*, *however*, that with respect to Subdivision 3(o)(ii), Fair Market Value shall mean the value of the Optional Redemption Transferred Shares determined by a nationally recognized independent investment banking firm retained by the Corporation for this purpose.

"Fiscal Quarter" means, with respect to the Corporation, the fiscal quarter publicly disclosed by the Corporation.

"Fundamental Change" means the occurrence of any of the following:

(i) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect ultimate "beneficial owner", as defined in Rule 13d-3 under the Exchange Act, of common equity of the Corporation representing more than 50% of the voting power of the Common Stock;

(ii) consummation of any consolidation, merger or other business combination of the Corporation with or into another Person or any sale, lease or conveyance in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Corporation and its subsidiaries, taken as a whole, to any Person other than one of the Corporation's subsidiaries, in each case pursuant to which the Common Stock will be converted into cash, securities or other property, other than:

(A) pursuant to a transaction in which the Persons that "beneficially owned" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, Voting Shares of the Corporation immediately prior to such transaction beneficially own, directly or indirectly, Voting Shares representing a majority of the total voting power of all outstanding classes of Voting Shares of the continuing or surviving Person immediately after the transaction; or

(B) any merger or consolidation primarily for the purpose of changing the jurisdiction of incorporation of the Corporation and resulting in a reclassification, conversion or exchange of outstanding shares of common stock solely into shares of common stock of the surviving entity; or

(iii) the Common Stock ceases to be listed on a U.S. national securities exchange or association (other than as a result of a transaction described in clause (ii) above);

provided, *however*, that a Fundamental Change with respect to clauses (i) or (ii) above shall not be deemed to have occurred if at least 90% of the consideration received by holders of the Common Stock in the transaction or transactions consists of common stock that is traded on a U.S. national securities exchange or that will be traded on a U.S. national securities exchange when issued or exchanged in connection with such transaction.

"Fundamental Change Notice" has the meaning set forth in Subdivision 3(m)(ii).

"Fundamental Change Redemption Date" has the meaning set forth in Subdivision 3(m)(i).

"Fundamental Change Redemption Price" has the meaning set forth in Subdivision 3(m)(i).

"Holder(s)" means the Person(s) in whose name the shares of the Series A Preferred Stock are registered, which may be treated by the Corporation, as the absolute owner of the shares of Series A Preferred Stock for the purpose of making payment and settling the related conversions and for all other purposes. The initial Holder shall be Darwin Deason.

"Issue Date" means the date upon which any shares of Series A Preferred Stock are first issued.

"Junior Securities" has the meaning set forth in Subdivision 3(c)(i).

"junior stock" means the Common Stock and any other stock of the Corporation, now or hereafter authorized, over which the Series A Preferred Stock has preference or priority either in the payment of dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Liquidation Preference" means, with respect to each share of Series A Preferred Stock, at any time, $1,000.

"Make-Whole Acquisition" means the occurrence of a transaction described under clauses (i) or (ii) of the definition of "Fundamental Change".

"Make-Whole Acquisition Conversion Period" has the meaning set forth in Subdivision 3(l)(i).

"Make-Whole Acquisition Effective Date" has the meaning set forth in Subdivision 3(l)(i).

"Make-Whole Acquisition Stock Price" means the price paid per share of Common Stock in the event of a Make-Whole Acquisition. If the holders of shares of Common Stock receive only cash in the Make-Whole Acquisition, the Make-Whole Acquisition Stock Price shall be the cash amount paid per share of Common Stock. Otherwise, the Make-Whole Acquisition Stock Price shall be the average of the Closing Price per share of Common Stock on the 10 Trading Days up to, but not including, the Make-Whole Acquisition Effective Date.

"Mandatory Conversion Date" has the meaning set forth in Subdivision 3(h)(iii).

"Notice of Mandatory Conversion" has the meaning set forth in Subdivision 3(h)(iii).

"Optional Redemption Date" has the meaning set forth in Subdivision 3(o)(ii)(B).

"Optional Redemption Notice" has the meaning set forth in Subdivision 3(o)(ii)(A).

"Optional Redemption Transferred Shares" has the meaning set forth in Subdivision 3(o)(ii).

"Parity Securities" has the meaning set forth in Subdivision 3(c)(ii).

"Permitted Transferee(s)" means any of (w) the spouse of Darwin Deason, (x) any lineal descendant of Darwin Deason or any brother or sister of Darwin Deason, (y) any brother or sister of Darwin Deason, or (z) any trust for the direct or indirect benefit of exclusively Darwin Deason and/or the spouse of Darwin Deason; any lineal descendant of Darwin Deason or any brother or sister of Darwin Deason; or any brother or sister of Darwin Deason.

"Person" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock corporation, limited liability company or trust.

"Preferred Stock" means the Preferred Stock, par value of $0.01 each, of the Corporation.

"Record Date" means, with respect to any issuance, dividend or distribution declared, paid or made on or with respect to any capital stock of the Corporation, the date fixed for the determination of the holders of such capital stock entitled to receive such issuance, dividend or distribution.

"Registrar" means the Corporation or any other registrar appointed by the Corporation.

"Reorganization Event" has the meaning set forth in Subdivision 3(k)(i).

"Senior Securities" has the meaning set forth in Subdivision 3(c)(iii).

"Series A Preferred Stock" has the meaning set forth in Subdivision 3(a).

"Spin-Off" has the meaning set forth in Subdivision 3(j)(v).

"Spin-Off Valuation Period" has the meaning set forth in Subdivision 3(j)(v).

"Trading Day" means a day on which the shares of Common Stock or any securities distributed in a Spin-Off, as the case may be:

(i) are not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the Close of Business; and

(ii) have traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock.

"Transfer" means, with respect to each share of Series A Preferred Stock, the sale, transfer, pledge, assignment, loan or other disposition or encumbrance of such share of Series A Preferred Stock.

"Trigger Event" has the meaning set forth in Subdivision 3(j)(xv).

"Voting Shares" of a Person means shares of all classes of Capital Stock of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of the board of directors of such Person.

(c) *Ranking*. The Series A Preferred Stock shall, with respect to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation, rank:

(i) senior to the Corporation's Common Stock and each other class or series of capital stock that the Corporation may issue in the future the terms of which do not expressly provide that it ranks on a parity with or senior to the Series A Preferred Stock as to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation (collectively, the "Junior Securities");

(ii) on a parity with each class or series of Preferred Stock established after the Issue Date by the Corporation the terms of which expressly provide that such class or series will rank on a parity with the Series A Preferred Stock as to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation (collectively, the "Parity Securities"); and

(iii) subject to the approval of the holders of the Series A Preferred Stock to the extent required by Subdivision 3(n), junior to any class or series of the Corporation's capital stock that the Corporation may issue in the future the terms of which expressly provide that such class or series shall rank senior to the Series A Preferred Stock (collectively, the "Senior Securities").

For the avoidance of doubt, the Corporation has the right to authorize and/or issue additional shares or classes or series of Junior Securities or Parity Securities without notice to or consent of the Holder(s).

(d) *Dividends.*

(i) The Holder(s) shall be entitled to receive, on each share of Series A Preferred Stock, when, as and if declared by the Board of Directors, out of any funds legally available for the payment of dividends, cumulative cash dividends at a rate per annum equal to 8.0% of the Liquidation Preference (the "Dividend Rate") in accordance with subdivision 1 of Article FOURTH of the Certificate of Incorporation and this Subdivision 3(d); *provided, however*, that in the event that on any Dividend Payment Date there shall be accrued and unpaid dividends for any prior Dividend Period, the Dividend Rate shall equal 8.0% per annum of the sum of (x) the Liquidation Preference and (y) the amount of all such accrued and unpaid dividends for any prior Dividend Periods.

(ii) Dividends will accrue and cumulate from the Issue Date and are payable quarterly in arrears on the first day of January, April, July and October (each, a "Dividend Payment Date"), commencing on the first Dividend Payment Date following the Issue Date. If a Dividend Payment Date falls on a day that is not a Business Day, the dividends will be paid on the next Business Day as if it were paid on the Dividend Payment Date and no interest will accrue in connection therewith. If dividends on any shares of the Series A Preferred Stock shall be cumulative from a date less than thirty days prior to the first quarter-yearly dividend payment date in respect of such shares, the dividends accrued on such shares to such date shall not be payable on such date but shall be payable on the next following quarter-yearly dividend payment date.

(iii) The amount of dividends payable for each full quarterly Dividend Period will be computed by dividing the Dividend Rate by four. The amount of dividends payable for the initial Dividend Period, or any other Dividend Period shorter or longer than a full quarterly Dividend Period, will be computed on the basis of the actual number of days elapsed during such Dividend Period over a 360-day year.

(iv) Dividends will be paid to the Holder(s) as such Holder(s) appear in the records of the Corporation at the Close of Business on the 15th day of the immediately preceding calendar month in which the applicable Dividend Payment Date falls (the "Dividend Record Date"). The Dividend Record Date shall apply regardless of whether any particular Dividend Record Date is a Business Day.

(v) Dividends on any share of Series A Preferred Stock converted to Common Stock shall cease to accumulate on the Mandatory Conversion Date or any applicable Conversion Date, as applicable.

(vi) In case the stated dividends and the amounts payable on liquidation are not paid in full, the shares of the Series A Preferred Stock shall share ratably in the payment of dividends (including accumulations, if any) in accordance with the sums which would be payable on said shares if all dividends were declared and paid in full, and in any distribution of assets other than by way of dividends in accordance with the sums which would be payable on such distributions if all sums payable were discharged in full.

(vii) So long as any shares of the Series A Preferred Stock are outstanding, no dividend whatever shall be paid or declared at any time, and no distribution made, on any junior stock (other than in junior stock) nor shall any shares of junior stock be purchased or otherwise acquired for value or redeemed at any time by the Corporation or any subsidiary unless all dividends on the Series A Preferred Stock for all past quarter-yearly dividend periods (other than the first quarter-yearly dividend period for any shares if the dividend on such shares for such period shall not then be payable pursuant to the provisions of Subdivision 3(d)(ii)) shall have been paid and the full dividends thereon for the then current quarter-yearly dividend period shall have been paid or declared and a sum sufficient for the payment thereof set apart; *provided*, *however*, that the foregoing restriction in this Subdivision 3(d) shall not apply to the acquisition of any junior stock solely in exchange for, or solely out of the proceeds of sale of, any other junior stock. Subject to the foregoing provisions of this Subdivision 3(d), and to any further limitations prescribed by the Board of Directors in accordance with subdivision 1 of Article FOURTH of the Certificate of Incorporation, and not otherwise, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on any junior stock from time to time out of any funds of the Corporation legally available therefor, and the Series A Preferred Stock shall not be entitled to participate in any such dividends.

(viii) The holders of shares of the Series A Preferred Stock shall not be entitled to receive any dividends thereon other than the dividends referred to in this Subdivision 3(d).

(e) *Liquidation.*

(i) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, the Holder(s) shall be entitled to receive for each share of Series A Preferred Stock out of the assets of the Corporation or proceeds thereof legally available for distribution to stockholders of the Corporation, after satisfaction of all liabilities, if any, to creditors of the Corporation and subject to the rights of holders of any Senior Securities, and before any distribution of such assets or proceeds is made to or set aside for the holders of Junior Securities, a liquidating distribution in an amount equal to (x) the Liquidation Preference and (y) an amount equal to any accrued and unpaid dividends on such share of Series A Preferred Stock through the date of such liquidating distribution. The holders of the Junior Securities shall be entitled, to the exclusion of the holders of the Series A Preferred Stock, to share ratably in all the remaining assets of the Corporation in accordance with their respective rights. After payment of the full amount of such liquidating distribution, the Holder(s) will not be entitled to any further participation in any distribution of assets by, and shall have no right or claim to any remaining assets, of the Corporation.

(ii) In the event the assets of the Corporation available for distribution to stockholders upon any liquidation, dissolution or winding-up of the affairs of the Corporation, whether voluntary or involuntary, shall be insufficient to pay in full the amounts payable with respect to all outstanding shares of the Series A Preferred Stock and the corresponding amounts payable on any Parity Securities, the Holder(s) and the holders of such Parity Securities shall share ratably in any distribution of assets of the Corporation in proportion to the full respective liquidating distributions which would be payable on such shares if all amounts payable thereon were paid in full.

(iii) Neither the consolidation or merger of the Corporation with or into any other entity, nor the consolidation or merger of any other entity with or into the Corporation, nor the sale, lease or other transfer or disposition of all or substantially all of the Corporation’s property or business or other assets shall, in and of itself, constitute a liquidation, dissolution or winding up of the Corporation.

(f) *Maturity*. The Series A Preferred Stock shall be perpetual, unless converted in accordance with this Certificate of Incorporation or redeemed either at the option of the Holder pursuant to Subdivision 3(m) or at the option of the Corporation pursuant to Subdivision 3(o)(ii).

(g) *Conversion at the Holder's Option*. Each Holder shall have the right, at such Holder's option, at any time and from time to time, to convert all or any portion of such Holder's Series A Preferred Stock into shares of Common Stock at the Applicable Conversion Rate, plus cash in lieu of fractional shares, plus an amount equal to any accrued and unpaid dividends on the shares of Series A Preferred Stock so converted through the date of such conversion, subject to compliance with the conversion procedures set forth in Subdivision 3(i).

(h) *Mandatory Conversion at the Corporation's Option.*

(i) The Corporation shall have the right, at its option, at any time or from time to time to cause some or all of the Series A Preferred Stock to be converted into shares of Common Stock at the then Applicable Conversion Rate, plus cash in lieu of fractional shares, plus an amount equal to any accrued and unpaid dividends on the shares of Series A Preferred Stock so converted through the Mandatory Conversion Date, if, for 20 Trading Days during any period of 30 consecutive Trading Days (including the last Trading Day of such period), ending on the Trading Day preceding the date the Corporation delivers a Notice of Mandatory Conversion, the Closing Price of the Common Stock exceeds 136.94% of the then Applicable Conversion Price.

(ii) If the Corporation elects to cause fewer than all of the shares of Series A Preferred Stock to be converted pursuant to this Subdivision 3(h), the Corporation shall select the Series A Preferred Stock to be converted on a pro rata basis or by another method the Board of Directors, in its sole discretion, considers fair to the Holders. If the Corporation selects a portion of a Holder's Series A Preferred Stock for partial mandatory conversion and such Holder converts a portion of its shares of Series A Preferred Stock, the converted portion will be deemed to be from the portion selected for mandatory conversion under this Subdivision 3(h).

(iii) If the Corporation elects to exercise the mandatory conversion right pursuant to this Subdivision 3(h), the Corporation shall provide notice of such conversion to each Holder (such notice, a "Notice of Mandatory Conversion"). The conversion date shall be a date selected by the Corporation (the "Mandatory Conversion Date") and shall be no more than 7 days after the date on which the Corporation provides such Notice of Mandatory Conversion. In addition to any information required by applicable law or regulation, the Notice of Mandatory Conversion shall state, as appropriate:

(A) the Mandatory Conversion Date;

(B) the number of shares of Common Stock to be issued upon conversion of each share of Series A Preferred Stock; and

(C) the number of shares of Series A Preferred Stock to be converted.

(i) *Conversion Procedures.*

(i) As provided in Subdivision 3(d)(v), dividends on any share of Series A Preferred Stock converted to Common Stock shall cease to accumulate on the Mandatory Conversion Date or any applicable Conversion Date, as applicable, and such shares of Series A Preferred Stock shall cease to be outstanding upon conversion.

(ii) Prior to the Close of Business on the Mandatory Conversion Date or any applicable Conversion Date, shares of Common Stock (and/or other securities, if applicable) issuable upon conversion of any shares of Series A Preferred Stock shall not be deemed outstanding for any purpose, and the Holder(s) shall have no rights with respect to the Common Stock (and/or other securities, if applicable) issuable upon conversion (including voting rights, rights to respond to tender offers for the Common Stock (and/or other securities, if applicable) issuable upon conversion and rights to receive any dividends or other distributions on the Common Stock (and/or other securities, if applicable) issuable upon conversion) by virtue of holding shares of Series A Preferred Stock.

(iii) The Person(s) entitled to receive the Common Stock (and/or cash, securities or other property, if applicable) issuable upon conversion of Series A Preferred Stock shall be treated for all purposes as the record holder(s) of such shares of Common Stock (and/or other securities, if applicable) as of the Close of Business on the Mandatory Conversion Date or any applicable Conversion Date. In the event that a Holder shall not by written notice designate the name in which shares of Common Stock (and/or cash, securities or other property, if applicable) and payments of cash in lieu of fractional shares, if any, and accrued and unpaid dividends, if any, to be issued or paid upon conversion of shares of Series A Preferred Stock should be registered or paid or the manner in which such shares should be delivered, the Corporation shall be entitled to register and deliver such shares, and make such payments, in the name of the Holder and in the manner shown on the records of the Corporation.

(iv) Shares of Series A Preferred Stock duly converted in accordance with this Certificate of Incorporation, or otherwise reacquired by the Corporation, will resume the status of authorized and unissued Preferred Stock, undesignated as to series and available for future issuance. The Corporation may from time-to-time take such appropriate action as may be necessary to reduce the authorized number of shares of Series A Preferred Stock; *provided* that no decrease shall reduce the authorized number of Series A Preferred Stock to a number less than the number of shares then outstanding.

(v) Conversion into shares of Common Stock will occur on the Mandatory Conversion Date or any applicable Conversion Date as follows:

(A) On the Mandatory Conversion Date, certificates representing shares of Common Stock shall be issued and delivered to the Holder(s) or their designee upon presentation and surrender of the certificate evidencing the Series A Preferred Stock to the Corporation and, if required, the furnishing of appropriate endorsements and transfer documents and the payment of all transfer and similar taxes.

(B) On the date of any conversion at the option of the Holder(s) pursuant to Subdivision 3(g), a Holder must do each of the following in order to convert:

(1) surrender the shares of Series A Preferred Stock to the Corporation;

(2) if required, furnish appropriate endorsements and transfer documents; and

(3) if required, pay all transfer or similar taxes.

The date on which a Holder complies with the procedures in this Subdivision 3(i)(v) is the "Conversion Date".

(vi) *Fractional Shares.*

(A) No fractional shares of Common Stock will be issued as a result of any conversion of shares of Series A Preferred Stock.

(B) In lieu of any fractional share of Common Stock otherwise issuable in respect of any conversion pursuant to Subdivision 3(g) or Subdivision 3(h), the Corporation shall pay an amount in cash (computed to the nearest cent) equal to the same fraction of the Closing Price of the Common Stock determined as of the second Trading Day immediately preceding the Conversion Date.

(C) If more than one share of the Series A Preferred Stock is surrendered for conversion at one time by or for the same Holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of the Series A Preferred Stock so surrendered.

(j) *Anti-Dilution Adjustments.*

(i) The Conversion Rate shall be adjusted from time to time by the Corporation in accordance with this Subdivision 3(j).

(ii) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, pay a dividend or make a distribution on its Common Stock in shares of its Common Stock to all or substantially all holders of its Common Stock, then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such dividend or distribution;
CR_1	=	the Conversion Rate in effect immediately after the Record Date for such dividend or distribution;
OS_0	=	the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such dividend or distribution; and
OS_1	=	the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such dividend or distribution.

Any adjustment made pursuant to this Subdivision 3(j)(ii) shall become effective immediately after the Record Date for such dividend or distribution. If any dividend or distribution that is the subject of this Subdivision 3(j)(ii) is declared but not so paid or made, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to pay or make such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. For the avoidance of doubt, for purposes of this Subdivision 3(j)(ii), the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such dividend or distribution shall not include shares of Common Stock held in treasury, if any.

(iii) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, (x) subdivide the then Common Stock Outstanding into a greater number of shares of Common Stock or (y) combine the then Common Stock Outstanding into a smaller number of shares of Common Stock, then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the effective date of such subdivision or combination;
CR_1	=	the Conversion Rate in effect immediately after the effective date of such subdivision or combination;
OS_0	=	the number of shares of Common Stock Outstanding at the Close of Business on the effective date of such subdivision or combination; and
OS_1	=	the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such subdivision or combination.

Any adjustment made pursuant to this Subdivision 3(j)(iii) shall become effective immediately after the effective date of such subdivision or combination.

(iv) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, distribute to holders of all or substantially all of the Common Stock any rights or warrants (other than a distribution of rights issued pursuant to a stockholder's rights plan, to the extent such rights are attached to shares of Common Stock (in which event the provisions of Subdivision 3(j)(xv) shall apply), a dividend reinvestment plan or an issuance in connection with a transaction in which Subdivision 3(k) applies) entitling them to subscribe for or purchase, for a period of not more than 60 calendar days from the issuance date of such distribution, shares of Common Stock at a price per share less than the Current Market Price of the Common Stock, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such distribution;
CR'	=	the Conversion Rate in effect immediately after the Record Date for such distribution;
OS_0	=	the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such distribution;
X	=	the total number of shares of Common Stock issuable pursuant to such rights or warrants; and
Y	=	the number of shares of Common Stock equal to (x) the aggregate price payable to exercise such rights or warrants divided by (y) the Current Market Price of the Common Stock.

Any adjustment made pursuant to this Subdivision 3(j)(iv) shall become effective immediately after the Record Date for such distribution. If such rights or warrants described in this Subdivision 3(j)(iv) are not so distributed, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to distribute such rights or warrants, to the Conversion Rate that would then be in effect if such distribution had not been declared. To the extent that such rights or warrants are not exercised prior to their expiration or shares of Common Stock are otherwise not delivered pursuant to such rights or warrants upon the exercise of such rights or warrants, the Conversion Rate shall be readjusted to the Conversion Rate which would then be in effect had the adjustments made upon the distribution of such rights or warrants been made on the basis of the delivery of only the number of shares of Common Stock actually delivered. In determining the aggregate price payable to exercise such rights or warrants, there shall be taken into account any consideration received by the Corporation upon exercise of such rights and warrants and the value of such consideration (if other than cash, to be determined in good faith by the Board of Directors). For the avoidance of doubt, for purposes of this Subdivision 3(j)(iv), the number of shares of Common Stock Outstanding at the Close of Business on the Record Date for such distribution shall not include shares of Common Stock held in treasury, if any.

(v) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, by dividend or otherwise, distribute to all or substantially all holders of the Common Stock shares of any class of capital stock of the Corporation, evidences of its indebtedness, assets, property or rights or warrants to acquire the Corporation’s capital stock or other securities, but excluding:

(A) any dividends or distributions referred to in Subdivision 3(j)(ii);

(B) any rights or warrants referred to in Subdivision 3(j)(iv);

(C) any dividends or distributions referred to in Subdivision 3(j)(vi);

(D) any dividends and distributions in connection with a transaction to which Subdivision 3(k) shall apply; and

(E) any Spin-Offs to which the provision set forth below in this Subdivision 3(j)(v) shall apply,

(any such shares of capital stock, indebtedness, assets, property or rights or warrants to acquire Common Stock or other securities, hereinafter in this Subdivision 3(j)(v) called the “Distributed Property”), then, in each such case, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \text{ x } \frac{SP_0}{SP_0 - FMV}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such distribution;
CR’	=	the Conversion Rate in effect immediately after the Record Date for such distribution;
SP_0	=	the Current Market Price of the Common Stock; and
FMV	=	the Fair Market Value on the Record Date for such distribution of the Distributed Property, expressed as amount per share of Common Stock.

If the transaction that gives rise to an adjustment pursuant to this Subdivision 3(j)(v) is one pursuant to which the payment of a dividend or other distribution on the Common Stock consists of shares of capital stock of, or similar equity interests in, a Subsidiary or other business unit of the Corporation (a "Spin-Off") that are, or when issued will be, traded or listed on the New York Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market or any other U.S. national securities exchange or association, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{(FMV + MP_0)}{MP_0}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such distribution;
CR'	=	the Conversion Rate in effect immediately after the Record Date for such distribution;
FMV	=	the average of the Closing Prices of the capital stock or similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock over the 10 consecutive Trading Day period beginning on, and including, the effective date of the Spin-Off (the "Spin-Off Valuation Period"); and
MP_0	=	the average of the Closing Prices of the Common Stock over the Spin-Off Valuation Period.

Any adjustment made pursuant to this Subdivision 3(j)(v) shall become effective immediately after the Record Date for such distribution. If any dividend or distribution of the type described in this Subdivision 3(j)(v) is declared but not so paid or made, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. If an adjustment to the Conversion Rate is required under this Subdivision 3(j)(v), delivery of any additional shares of Common Stock that may be deliverable upon conversion as a result of an adjustment required under this Subdivision 3(j)(v) shall be delayed to the extent necessary in order to complete the calculations provided for in this Subdivision 3(j)(v).

(vi) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, by dividend or otherwise make a distribution to all or substantially all holders of its outstanding shares of Common Stock consisting exclusively of cash, but excluding:

(A) any dividend or distribution in connection with the liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), or upon a transaction to which Subdivision 3(k) applies, or

(B) regular cash dividends to the extent that such dividends do not exceed $0.25 per share in any Fiscal Quarter (the "Dividend Threshold Amount"),

then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - DIV}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Record Date for such dividend or distribution;
CR_1	=	the Conversion Rate in effect immediately after the Record Date for such dividend or distribution;
SP_0	=	the Current Market Price of the Common Stock; and
DIV	=	the amount in cash per share of Common Stock of the dividend or distribution, as determined pursuant to the following sentences. If any adjustment is required to be made as set forth in this Subdivision 3(j)(vi) as a result of a distribution (1) that is a regularly scheduled quarterly dividend, such adjustment would be based on the amount by which such dividend exceeds the Dividend Threshold Amount or (2) that is not a regularly scheduled quarterly dividend, such adjustment would be based on the full amount of such distribution. The Dividend Threshold Amount is subject to adjustment on an inversely proportional basis whenever the Conversion Rate is adjusted; *provided* that no adjustment shall be made to the Dividend Threshold Amount for any adjustment made to the Conversion Rate as described under this Subdivision 3(j)(vi).

Any adjustment made pursuant to this Subdivision 3(j)(vi) shall become effective immediately after the Record Date for such dividend or distribution. If any dividend or distribution of the type described in this Subdivision 3(j)(vi) is not so paid or made, the Conversion Rate shall be readjusted, effective as of the date the Board of Directors publicly announces its decision not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(vii) If the Corporation shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, make a payment in respect of a tender offer or exchange offer for all or any portion of the Common Stock subject to the tender offer rules, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Closing Price of the Common Stock on the trading day immediately succeeding the last date on which tenders or exchanges may be made pursuant to such tender offer or exchange offer (the "Expiration Date"), then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV + (SP_1 \times OS_1)}{SP_1 \times OS_0}$$

where,

CR_0	=	the Conversion Rate in effect at the Close of Business on the Expiration Date;
CR_1	=	the Conversion Rate in effect immediately after the Expiration Date;
FMV	=	the Fair Market Value, on the Expiration Date, of the aggregate value of all cash and any other consideration paid or payable for shares of Common Stock validly tendered or exchanged and not withdrawn as of the Expiration Date;
OS_1	=	the number of shares of Common Stock outstanding immediately after the last time tenders or exchanges may be made pursuant to such tender offer or exchange offer (the "Expiration Time");
OS_0	=	the number of shares of Common Stock outstanding immediately prior to the Expiration Time; and
SP_1	=	the average of the Closing Price of Common Stock during the ten consecutive Trading Day period commencing on the Trading Day immediately after the Expiration Date.

Any adjustment made pursuant to this Subdivision 3(j)(vii) shall become effective immediately prior to 9:00 a.m., New York City time, on the Trading Day immediately following the Expiration Date. If the Corporation, or one of its subsidiaries, is obligated to purchase shares of Common Stock pursuant to any such tender offer or exchange offer, but the Corporation or such subsidiary is permanently prevented by applicable law from effecting any such purchases, or all such purchases are rescinded, then the Conversion Rate shall be readjusted to be the Conversion Rate that would then be in effect if such tender offer or exchange offer had not been made. Except as set forth in the preceding sentence, if the application of this Subdivision 3(j)(vii) to any tender offer or exchange offer would result in a decrease in the Conversion Rate, no adjustment shall be made for such tender offer or exchange offer under this Subdivision 3(j)(vii). If an adjustment to the Conversion Rate is required under this Subdivision 3(j)(vii), delivery of any additional shares of Common Stock upon conversion of the Series A Preferred Stock shall be delayed to the extent necessary in order to complete the calculations provided for in this Subdivision 3(j)(vii).

(viii) In cases where the Fair Market Value of shares of capital stock, evidences of indebtedness, assets (including cash), or securities or certain rights, warrants or options to purchase securities of the Corporation, or the amount of the cash dividend or distribution applicable to one share of Common Stock, distributed to all or substantially all holders of the Common Stock:

(A) equals or exceeds the Current Market Price of the Common Stock; or

(B) the Current Market Price of the Common Stock exceeds the Fair Market Value of such assets, debt securities or rights, warrants or options or the amount of cash so distributed by less than $1.00,

rather than being entitled to an adjustment in the Conversion Rate, the Holder(s) will be entitled to receive upon conversion, in addition to shares of Common Stock, the kind and amount of shares of capital stock, evidences of indebtedness, assets, or securities or rights, warrants or options comprising the distribution, if any, that such Holder(s) would have received if such Holder(s) had held a number of shares of Common Stock equal to the number of shares of Series A Preferred Stock held multiplied by the Conversion Rate in effect immediately prior to the record date for determining the holders of Common Stock entitled to receive the distribution.

(ix) All calculations under this Subdivision 3(j) shall be made to the nearest 1/100,000 of a share of Common Stock per share of Series A Preferred Stock. No adjustment in the Conversion Rate is required if the amount of such adjustment would be less than 1%; *provided*, *however*, that any such adjustment not required to be made pursuant to this Subdivision 3(j)(ix) will be carried forward and taken into account in any subsequent adjustment.

(x) No adjustment to the Conversion Rate shall be made if the Holder(s) may participate in the transaction that would otherwise give rise to an adjustment, as a result of holding the Series A Preferred Stock, without having to convert the Series A Preferred Stock, as if they held the full number of shares of Common Stock into which a share of the Series A Preferred Stock may then be converted.

(xi) The Corporation may, but is not required to, make such increases in the Conversion Rate, in addition to those required by Subdivision 3(j)(ii) through (vii), as the Board of Directors deems advisable to avoid or diminish any income tax to holders of Common Stock resulting from any dividend or distribution of Common Stock (or rights to acquire Common Stock) or from any event treated as such for income tax purposes.

(xii) In addition to the foregoing, to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Corporation from time to time may increase the Conversion Rate by any amount for any period of time if the period is at least 20 Business Days, the increase is irrevocable during the period and the Board of Directors shall have made a determination that such increase would be in the best interests of the Corporation, which determination shall be conclusive. Whenever the Conversion Rate is increased pursuant to the preceding sentence, the Corporation shall mail to Holder(s) a notice of the increase, which notice will be given at least 15 calendar days prior to the effectiveness of any such increase, and such notice shall state the increased Conversion Rate and the period during which it will be in effect.

(xiii) If during a period applicable for calculating the Closing Price of Common Stock or any other security, an event occurs that requires an adjustment to the Conversion Rate, the Closing Price of such security shall be calculated for such period in a manner reasonably determined by the Corporation to appropriately reflect the impact of such event on the price of such security during such period. Whenever any provision of this Subdivision 3 requires a calculation of an average of Closing Prices of Common Stock or any other security over multiple days, appropriate adjustments shall be made to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Record Date of the event occurs, at any time during the period during which the average is to be calculated.

(xiv) Whenever the Conversion Rate is to be adjusted in accordance with Subdivision 3(j), the Corporation shall compute the Conversion Rate in accordance with Subdivision 3(j), taking into account Subdivision 3(j)(ix), and provide, or cause to be provided, a written notice to the Holder(s) of the occurrence of such event and setting forth the adjusted Conversion Rate.

(xv) Rights Plans. If the Corporation has a rights plan in effect with respect to the Common Stock on the Mandatory Conversion Date or any Conversion Date, upon conversion of any shares of the Series A Preferred Stock, the Holder of such shares will receive, in addition to the shares of Common Stock, the rights under the rights plan relating to such Common Stock, unless, prior to the Mandatory Conversion Date or such Conversion Date, the rights have (x) become exercisable or (y) separated from the shares of Common Stock in accordance with the provisions of such rights plan (the first of events to occur being the "Trigger Event"), in either of which cases the Conversion Rate will be adjusted, effective automatically at the time of such Trigger Event, as if the Corporation had made a distribution of such rights to all holders of the Common Stock as described in Subdivision 3(j)(iv) (without giving effect to the 60 day limit on the exercisability of rights and warrants ordinarily subject to such Subdivision 3(j)(iv)), subject to appropriate readjustment in the event of the expiration, termination or redemption of such rights prior to the exercise, deemed exercise or exchange thereof. Notwithstanding the foregoing, to the extent any such stockholder rights are exchanged by the Corporation for shares of Common Stock, the Conversion Rate shall be appropriately readjusted as if such stockholder rights had not been issued, but the Corporation had instead issued the shares of Common Stock issued upon such exchange as a dividend or distribution of shares of Common Stock subject to Subdivision 3(j)(ii).

(k) *Reorganization Events.*

(i) In the event that there occurs:

(A) any consolidation, merger or other business combination of the Corporation with or into another Person;

(B) any sale, transfer, lease or conveyance to another Person of all or substantially all of the property and assets of the Corporation;

(C) any reclassification, recapitalization or reorganization of the Corporation; or

(D) any statutory exchange of the outstanding shares of Common Stock for securities of another Person (other than in connection with a consolidation, merger or other business combination);

and in each case, the holders of the Common Stock receive stock, other securities or other property or assets (including cash or any combination thereof) with respect to or in exchange for the Common Stock (any such event or transaction, a "Reorganization Event") each share of Series A Preferred Stock outstanding immediately prior to such Reorganization Event shall, without notice to or consent of the Holder(s) and subject to Subdivision 3(k)(v), become convertible (but, for the avoidance of doubt, shall not be automatically converted in connection with such Reorganization Event) into the kind of securities, cash and other property received in such Reorganization Event by the holders of the Common Stock (other than the counterparty to the Reorganization Event or an Affiliate of such counterparty) (such securities, cash and other property, the "Exchange Property").

(ii) In the event that holders of the shares of Common Stock have the opportunity to elect the form of consideration to be received in such transaction, the consideration that the Holder(s) are entitled to receive upon conversion shall be deemed to be the types and amounts of consideration received by a majority of the holders of the shares of Common Stock that did make an affirmative election.

(iii) The above provisions of this Subdivision 3(k) shall similarly apply to successive Reorganization Events and the provisions of Subdivision 3(j) shall apply to any shares of capital stock received by the holders of Common Stock in any such Reorganization Event.

(iv) The Corporation (or any successor) shall, within 20 days of the consummation of any Reorganization Event, provide written notice to the Holder(s) of such consummation of such event and of the kind and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Subdivision 3(k).

(v) The Corporation shall not enter into any agreement for a transaction constituting a Reorganization Event unless:

(A) such agreement provides for, or does not interfere with or prevent (as applicable), conversion of the Series A Preferred Stock into the Exchange Property in a manner that is consistent with and gives effect to this Subdivision 3(k); and

(B) to the extent that the Corporation is not the surviving corporation in such Reorganization Event or will be dissolved in connection with such Reorganization Event, proper provision shall be made in the agreements governing such Reorganization Event for the conversion of the Series A Preferred Stock into stock of the Person surviving such Reorganization Event or, in the case of a Reorganization Event described in Subdivision 3(k)(i)(B), an exchange of Series A Preferred Stock for the stock of the Person to whom the Corporation's assets are conveyed or transferred, and such stock of the Person surviving such Reorganization Event or to whom the Corporation's assets are conveyed or transferred shall have voting powers, preferences and relative, participating, optional or other special rights as nearly equal as possible to those provided in this Certificate of Incorporation.

(l) *Holder's Right to Convert Upon a Make-Whole Acquisition.*

(i) In addition to any other rights of conversion set forth herein, in the event a Make-Whole Acquisition occurs, each Holder shall have the right, at such Holder's option, to convert all or any portion of such Holder's shares of Series A Preferred Stock into shares of Common Stock during the period (the "Make-Whole Acquisition Conversion Period") beginning on the effective date of the Make-Whole Acquisition (the "Make-Whole Acquisition Effective Date") and ending on the date that is 30 calendar days after the Make-Whole Acquisition Effective Date at the Applicable Conversion Rate, plus a number of additional shares of Common Stock (the "Additional Shares") determined pursuant to Subdivision 3(l)(ii), plus cash in lieu of fractional shares, plus an amount equal to any accrued and unpaid dividends on the shares of Series A Preferred Stock so converted through the date of such conversion, subject to compliance with the conversion procedures set forth in Subdivision 3(i).

(ii) The number of Additional Shares per share of Series A Preferred Stock shall be determined by reference to the table below for the applicable Make-Whole Acquisition Effective Date and the applicable Make-Whole Acquisition Stock Price:[2]

	Make-Whole Acquisition Stock Price				
Make-Whole Acquisition Effective Date	**$ 3.75**	**$ 4.00**	**$ 4.45**	**$ 5.00**	**$ 6.09**
February 1, 2015 and thereafter	41.9547	35.7525	24.8366	17.0460	0.0000

The exact Make-Whole Acquisition Stock Price and Make-Whole Acquisition Effective Date may not be set forth in the table, in which case:

(A) if the Make-Whole Acquisition Stock Price is between two Make-Whole Acquisition Stock Price amounts in the table or the Make-Whole Acquisition Effective Date is between two Make-Whole Acquisition Effective Dates in the table, the number of Additional Shares will be determined by straight-line interpolation between the number of Additional Shares set forth for the higher and lower Make-Whole Acquisition Stock Price amounts and the two Make-Whole Acquisition Effective Dates, as applicable, based on a 365-day year;

(B) [if the Make-Whole Acquisition Stock Price is in excess of $[6.09] per share (subject to adjustment pursuant to Subdivision 3(j)), no Additional Shares will be issued upon conversion of the Series A Preferred Stock;

(C) if the Make-Whole Acquisition Stock Price is less than $[3.75] per share (subject to adjustment pursuant to Subdivision 3(j)), no Additional Shares will be issued upon conversion of the Series A Preferred Stock][3]; and

---

2 Table is based on a Conversion Price of $4.45 (which assumed a Distribution Ratio of 1 for 1). If the actual Distribution Ratio is not 1 for 1, the make-whole table will be updated to reflect the Distribution Ratio, but otherwise using the same methodology used to produce the make-whole table at signing. For example, if the Distribution Ratio is 1 for 5 (i.e., one Conduent share for every five Xerox shares), then the make-whole table would be:

	Make-Whole Acquisition Stock Price				
Make-Whole Acquisition Effective Date	$ 18.75	$ 20.00	$ 22.26	$ 25.00	$ 30.47
February 1, 2015 and thereafter	8.3909	7.1500	5.2565	3.4092	0.0000

3 These values are based on a Conversion Price of $4.45 (which assumed a Distribution Ratio of 1 for 1). If the actual Distribution Ratio is not 1 for 1, these values will be updated to reflect the Distribution Ratio, but otherwise using the same methodology used to produce the values signing. For example, if the Distribution Ratio is 1 for 5 (i.e., one Conduent share for every five Xerox shares), then the value in (B) would be $30.47 and the value in (C) would be $18.75.

(D) if the Make-Whole Acquisition Effective Date is after the fifth anniversary of the Issue Date, then the number of Additional Shares will be determined by reference to the last row in the table.

The Make-Whole Acquisition Stock Prices set forth in the table above shall be adjusted pursuant to Subdivision 3(j) as of any date the Conversion Rate is adjusted. The adjusted Make-Whole Acquisition Stock Prices will equal the Make-Whole Acquisition Stock Prices applicable immediately prior to such adjustment multiplied by a fraction, the numerator of which is the Conversion Rate immediately prior to the adjustment and the denominator of which is the Conversion Rate as so adjusted. Each of the number of Additional Shares in the table shall also be subject to adjustment in the same manner as the Conversion Rate pursuant to Subdivision 3(j).

(iii) On or before the 20th calendar day prior to the date the Corporation anticipates the Make-Whole Acquisition being consummated or within two Business Days of becoming aware of a Make-Whole Acquisition of the type set forth in clause (i) of the definition of Make-Whole Acquisition, a written notice shall be sent by or on behalf of the Corporation, by first-class mail, postage prepaid, to the Holder(s) as they appear in the records of the Corporation. Such notice shall contain:

(A) the date as of which the Make-Whole Acquisition is anticipated to be effective or the Make-Whole Acquisition Effective Date, as applicable; and

(B) the date by which a Make-Whole Acquisition conversion pursuant to this Subdivision 3(l) must be exercised.

(iv) On the Make-Whole Acquisition Effective Date or as soon as practicable thereafter, another written notice shall be sent by or on behalf of the Corporation, by first-class mail, postage prepaid, to the Holder(s) as they appear in the records of the Corporation. Such notice shall contain:

(A) the date that shall be 30 calendar days after the Make-Whole Acquisition Effective Date;

(B) the number of Additional Shares;

(C) the amount of cash, securities and other consideration receivable by a Holder upon conversion; and

(D) the instructions a Holder must follow to exercise its Make-Whole Acquisition conversion right pursuant to this Subdivision 3(l).

(v) To exercise its Make-Whole Acquisition conversion right pursuant to this Subdivision 3(l), a Holder must, no later than 5:00 p.m., New York City time, on or before the date specified in the notice sent pursuant to Subdivision 3(l)(iv), comply with the procedures set forth in Subdivision 3(i), and indicate that it is exercising its Make-Whole Acquisition conversion right pursuant to this Subdivision 3(l).

(vi) If a Holder does not elect to exercise its Make-Whole Acquisition conversion right pursuant to this Subdivision 3(l), the shares of Series A Preferred Stock or successor security held by it shall remain outstanding (unless otherwise converted as provided herein), but the Holder will not be eligible to receive Additional Shares.

(vii) Upon a Make-Whole Acquisition conversion, the Conversion Agent shall, except as otherwise provided in the instructions provided by the Holder thereof in the written notice provided to the Corporation or its successor as set forth in Subdivision 3(l)(v), deliver to the Holder such cash, securities or other property as are issuable with respect to the shares of Series A Preferred Stock converted.

(viii) In the event that a Make-Whole Acquisition conversion is effected with respect to shares of Series A Preferred Stock or a successor security representing less than all the shares of Series A Preferred Stock or a successor security held by a Holder, upon such Make-Whole Acquisition conversion, the Corporation or its successor shall execute and the Registrar shall, unless otherwise instructed in writing, countersign and deliver to the Holder thereof, at the expense of the Corporation or its successors, a certificate evidencing the shares of Series A Preferred Stock or such successor security held by the Holder as to which a Make-Whole Acquisition conversion was not effected.

(m) *Holder's Redemption Right Upon a Fundamental Change.*

(i) Upon the occurrence of a Fundamental Change, each Holder shall have the option, during the period commencing on the date the applicable Fundamental Change Notice (as defined below) is mailed to Holders of the Series A Preferred Stock and ending at the Close of Business on the 45^{th} Business Day thereafter (the "Fundamental Change Redemption Date"), to require the Corporation to redeem all, or any portion, of such Holder's shares of Series A Preferred Stock at the redemption price per share equal to the Liquidation Preference per share of Series A Preferred Stock plus an amount equal to any accrued and unpaid dividends on the shares of Series A Preferred Stock so redeemed to, but not including, the Fundamental Change Redemption Date (the "Fundamental Change Redemption Price").

(ii) Within 30 days following a Fundamental Change, the Corporation shall mail to each Holder of shares of the Series A Preferred Stock a notice (the "Fundamental Change Notice") setting forth the details of the Fundamental Change and the special redemption rights occasioned thereby. In addition to any information required by law or by the applicable rules of any exchange upon which the Series A Preferred Stock may be listed or admitted to trading, such notice shall state: (a) the Fundamental Change Redemption Date; (b) the Fundamental Change Redemption Price; (c) the place or places where certificates for shares may be surrendered for payment of the Fundamental Change Redemption Price, including any procedures applicable to redemption to be accomplished through book-entry transfers; (d) the procedures that the Holder of Series A Preferred Stock must follow to exercise such Holder's rights under this Subdivision 3(m); and (e) that dividends on the shares tendered for redemption will cease to accumulate on the Fundamental Change Redemption Date.

(iii) To exercise such Holder's special redemption right under this Subdivision 3(m), a Holder must (a) surrender the certificate or certificates evidencing the shares of Series A Preferred Stock to be redeemed, duly endorsed in a form satisfactory to the Corporation, at the office of the Corporation and (b) notify the Corporation at such office that such Holder elects to exercise such Holder's fundamental change redemption rights and the number of shares such Holder wishes to have redeemed. In the event that a Holder fails to notify the Corporation of the number of shares of Series A Preferred Stock which such Holder wishes to have redeemed, such Holder shall be deemed to have elected to have redeemed all shares represented by the certificate or certificates surrendered for redemption.

(iv) Exercise by a Holder of such Holder's special redemption right following a Fundamental Change is irrevocable, except that a Holder may withdraw its election to exercise such Holder's special redemption right at any time on or before the Fundamental Change Redemption Date by delivering a written or facsimile transmission notice to the Corporation at the address or facsimile number specified in the Fundamental Change Notice. Such notice, to be effective, must be received by the Corporation prior to the close of business on the Fundamental Change Redemption Date. All shares of Series A Preferred Stock tendered for redemption pursuant to the Holder's fundamental change redemption rights as described herein and not withdrawn shall be redeemed at or prior to the Close of Business on the Fundamental Change Redemption Date. From and after the Fundamental Change Redemption Date, unless the Corporation defaults in payment of the Fundamental Change Redemption Price, dividends on the shares of Series A Preferred Stock tendered for redemption shall cease to accumulate, and said shares shall no longer be deemed to be outstanding and shall not have the status of shares of Series A Preferred Stock, and all rights of Holders thereof as shareholders of the Corporation (except the right to receive from the Company the Fundamental Change Redemption Price) shall cease. As soon as practical after the Fundamental Change Redemption Date, the Corporation shall deliver a new certificate representing the unredeemed portion, if any, of the shares of Series A Preferred Stock represented by the certificate or certificates surrendered for redemption.

(n) *Voting Rights.*

(i) Unless the consent of the Holder(s) of a greater number of shares shall then be required by law and except as provided in Subdivisions 3(n)(ii), 3(n)(iii) and 3(n)(iv), the consent of the Holder(s) of at least two-thirds of the shares of Series A Preferred Stock at the time outstanding, given in person or by proxy, either in writing or at any special or annual meeting called for the purpose, at which the Series A Preferred Stock shall vote separately as a class, shall be necessary to permit, effect or validate any one or more of the following:

(A) The authorization of, or any increase in the authorized amount of, any class of stock ranking prior to the Series A Preferred Stock;

(B) The amendment, alteration or repeal of any of the provisions of the Certificate of Incorporation, or of the By-Laws of the Corporation (whether, directly or indirectly, by merger, consolidation or otherwise) which would affect adversely any right, preference, privilege or voting power of the Series A Preferred Stock or of the Holder(s) thereof; and

(C) The voluntary liquidation, dissolution or winding up of the Corporation, or the sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of the Corporation, or the consolidation, merger or other business combination of the Corporation with or into any other Person, except any such sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of the Corporation or consolidation or merger or other business combination wherein none of the rights, preferences, privileges or voting powers of the Series A Preferred Stock or the Holder(s) thereof are adversely affected.

(ii) The Holder(s) shall have no voting rights with respect to any consolidation, merger or other business combination of the Corporation with or into any other Person if:

(A) to the extent the Corporation is not the surviving Person in such transaction, the Holder(s) will receive the stock of the Person surviving such transaction and such stock shall have voting powers, preferences and relative, participating, optional or other special rights as nearly equal as possible to those provided in this Certificate of Incorporation; and

(B) upon conversion of the Series A Preferred Stock or the stock of the Person surviving such transaction issued in accordance with Subdivision 3(k)(v), the Holder(s) will receive Exchange Property in accordance with Subdivision 3(k).

(iii) The Holder(s) shall have no voting rights with respect to any sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of the Corporation if:

(A) to the extent the Corporation is not the surviving Person in such transaction, the Holder(s) will receive the stock of the Person to whom all or substantially all of the property or business of the Corporation is sold, leased or conveyed and such stock shall have voting powers, preferences and relative, participating, optional or other special rights as nearly equal as possible to those provided in this Certificate of Incorporation; and

(B) upon conversion of the Series A Preferred Stock or the stock of the Person to whom all or substantially all of the property or business of the Corporation is sold, leased or conveyed issued in accordance with Subdivision 3(k)(v), the Holder(s) will receive Exchange Property in accordance with Subdivision 3(k).

(iv) The Holder(s) shall not have any voting rights if, at or prior to the effective time of the act with respect to which such vote would otherwise be required, all outstanding shares of Series A Preferred Stock shall have been converted into shares of Common Stock.

(v) Except as otherwise expressly provided in the Certificate of Incorporation and except as otherwise provided by law, voting rights upon any and all matters shall be vested exclusively in the holders of the Common Stock.

(vi) Unless and until six quarter-yearly dividends on the Series A Preferred Stock shall be in default, in whole or in part, the entire voting power, except as otherwise provided in the Certificate of Incorporation or By-Laws, shall be vested exclusively in the Common Stock in accordance with the provisions of, and except as otherwise expressly provided in, the Certificate of Incorporation. If and whenever six full quarter-yearly dividends (whether or not consecutive) payable on the Series A Preferred Stock shall be in arrears, in whole or in part, the number of Directors then constituting the Board of Directors shall be increased by two and the holders of the Series A Preferred Stock, voting separately as a class, shall be entitled to elect the two additional directors at any annual meeting of shareholders or special meeting held in place thereof, or at a special meeting of the holders of the Series A Preferred Stock called as hereinafter provided. Whenever all arrears in dividends on the Series A Preferred Stock then outstanding shall have been paid and dividends thereon for the current quarter-yearly dividend period shall have been paid or declared and set apart for payment, then the right of the holders of the Series A Preferred Stock to elect such additional two Directors shall cease (but subject always to the same provisions for the vesting of such voting rights in the case of any similar future arrearages in dividends), and the terms of office of all persons elected as Directors by the holders of the Series A Preferred Stock shall forthwith terminate and the number of the Board of Directors shall be reduced accordingly. At any time after such voting power shall have been so vested in the Series A Preferred Stock, the Secretary of the Corporation may, and upon the written request of any holder of the Series A Preferred Stock (addressed to the Secretary at the principal office of the Corporation) shall, call a special meeting of the holders of the Series A Preferred Stock for the election of the two Directors to be elected by them as herein provided, such call to be made by notice similar to that provided in the By-Laws for a special meeting of the shareholders or as required by law. If any such special meeting required to be called as above provided shall not be called by the Secretary within twenty days after receipt of any such request, then any holder of Series A Preferred Stock may call such meeting, upon the notice above provided, and for that purpose shall have access to the stock books of the Corporation. The Directors elected at any such special meeting shall hold office until the next annual meeting of the shareholders or special meeting held in place thereof. In case any vacancy shall occur among the Directors elected by the holders of the Series A Preferred Stock, a successor shall be elected to serve until the next annual meeting of the shareholders or special meeting held in place thereof by the then remaining Director elected by the holders of the Series A Preferred Stock or the successor of such remaining Director.

In any case in which the holders of Series A Preferred Stock shall be entitled to vote pursuant to the provisions of the Certificate of Incorporation or pursuant to law, each holder of Series A Preferred Stock shall be entitled to one vote for each share thereof held.

(o) *Transfer; Optional Redemption by the Corporation Upon Transfer.*

(i) The Transfer of the Series A Preferred Stock by the Holder(s) thereof shall not be restricted other than pursuant to the requirements of applicable law; *provided, however*, that, with respect to any such Transfer of shares of Series A Preferred Stock, the shares so Transferred must have an aggregate Liquidation Preference of at least $1 million and, if applicable, any shares owned by the Holder effecting such Transfer following such Transfer must have an aggregate Liquidation Preference of at least $1 million.

(ii) Upon a Transfer of the Series A Preferred Stock pursuant to Subdivision 3(o)(i) to a Person other than a Permitted Transferee, the Corporation shall have the right, at its option, to redeem, in part or in whole, such Transferred shares of Series A Preferred Stock (the "Optional Redemption Transferred Shares") at any time on or following the fifth anniversary of the date of such Transfer at a redemption price per share of Series A Preferred Stock equal to the then Fair Market Value of such Optional Redemption Transferred Shares and an amount equal to any accrued and unpaid dividends on such Optional Redemption Transferred Shares to, but not including, the Optional Redemption Date.

(A) If the Corporation exercises its optional redemption right to redeem the Optional Redemption Transferred Shares pursuant to Subdivision 3(o)(ii), a written notice (the "Optional Redemption Notice") shall be sent by or on behalf of the Corporation, by first-class mail, postage prepaid, to the Holder(s) of such Optional Redemption Transferred Shares, which shall contain the number of Optional Redemption Transferred Shares, the name of the nationally recognized independent investment banking firm selected by the Corporation to determine the Fair Market Value of the Optional Redemption Transferred Shares to be redeemed, the Fair Market Value of the Optional Redemption Transferred Shares (on a per share and aggregate basis) and such other information required by applicable law.

(B) The date of the redemption of the Optional Redemption Transferred Shares shall be a date selected by the Corporation that is not less than 30 calendar days and not more than 60 calendar days after the date on which the Corporation provides Optional Redemption Notice (the "Optional Redemption Date").

(C) If, on or before the Optional Redemption Date specified in the Optional Redemption Notice, the Corporation has set aside all funds necessary for such redemption, separate and apart from its other funds, in trust for the pro rata benefit of the Holder(s) of the Optional Redemption Transferred Shares so called for redemption, so as to be and continue to be available therefor, then, notwithstanding that any certificate for the Optional Redemption Transferred Shares so called for redemption shall not have been surrendered for cancellation, all the Optional Redemption Transferred Shares so called for redemption shall no longer be deemed outstanding on and after such Optional Redemption Date, and the right to receive dividends thereon and all other rights with respect to such shares shall forthwith on such Optional Redemption Date cease and terminate, except only the right of the Holder(s) thereof to receive the amount payable on redemption thereof without interest.

(iii) A Holder effecting a Transfer pursuant to this Subdivision 3(o) must notify the Registrar of the Transfer on the date of the Transfer. Any purported Transfer of shares of Series A Preferred Stock not in accordance with this Subdivision 3(o) shall be void and have no effect; *provided*, *however*, that the failure to notify the Registrar of any Transfer shall not cause such Transfer to be void and of no effect.

(p) *Reservation of Common Stock.*

(i) The Corporation has reserved and shall continue at all times to reserve and keep available out of its authorized and unissued Common Stock or shares acquired by the Corporation, solely for issuance upon the conversion of shares of Series A Preferred Stock as provided in this Subdivision 3, free from any preemptive or other similar rights, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of

Series A Preferred Stock then outstanding. The Corporation shall take all such corporate and other actions as from time to time may be necessary to ensure that all shares of Common Stock issuable upon conversion of shares of Series A Preferred Stock at the Conversion Rate in effect from time to time will, upon issue, be duly and validly authorized and issued, fully paid and nonassessable and free of any preemptive or similar rights. For purposes of this Subdivision 3(p), the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of Series A Preferred Stock shall be computed as if at the time of computation all such outstanding shares were held by a single Holder.

(ii) Notwithstanding the foregoing, the Corporation shall be entitled to deliver upon conversion of shares of Series A Preferred Stock, as herein provided, shares of Common Stock acquired by the Corporation (in lieu of the issuance of authorized and unissued shares of Common Stock), so long as (x) any such acquired shares are free and clear of all liens, charges, security interests or encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders) and (y) all such acquired shares have all the same attributes as any other share of Common Stock then outstanding, including without limitation any rights that may then be attached to all or substantially all of the Common Stock then outstanding pursuant to any stockholders' rights plan or similar arrangement.

(iii) All shares of Common Stock delivered upon conversion of the Series A Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holder(s)).

(iv) Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Series A Preferred Stock, the Corporation shall use its reasonable best efforts to comply with all federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(v) The Corporation hereby covenants and agrees that, if at any time the Common Stock shall be listed on the New York Stock Exchange or any other national securities exchange or automated quotation system, the Corporation will, if permitted by the rules of such exchange or automated quotation system, list and keep listed, so long as the Common Stock shall be so listed on such exchange or automated quotation system, all the Common Stock issuable upon conversion of the Series A Preferred Stock.

(q) *Replacement Certificates*. The Corporation shall replace any mutilated Series A Preferred Stock certificate at the Holder's expense upon surrender of that certificate to the Corporation. The Corporation shall replace certificates that become destroyed, stolen or lost at the Holder's expense upon delivery to the Corporation of satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may reasonably be required by the Corporation.

(r) *Miscellaneous.*

(i) All notices referred to herein shall be in writing, and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of receipt thereof or three Business Days after the mailing thereof if sent by registered or certified mail with postage prepaid, addressed: (x) if to the Corporation, to its office at [•], or (y) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Corporation or (z) to such other address as the Corporation or any such Holder, as the case may be, shall have designated by notice similarly given.

(ii) No Holder of Series A Preferred Stock shall be entitled as such, as a matter of right, to subscribe for or purchase any part of any new or additional issue of stock of any class whatsoever, or of any obligations or other securities convertible into, or exchangeable for, any stock of any class whatsoever, whether now or hereafter authorized and whether issued for cash or other consideration or by way of dividend.

(iii) The shares of Series A Preferred Stock shall not have any voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Certificate of Incorporation or as provided by applicable law."

FIFTH: The foregoing amendment to the Certificate of Incorporation was authorized by a resolution of the Board of Directors at a meeting thereof duly held on [•], 2016 in accordance with the authority granted to the Board of Directors in the Certificate of Incorporation and Section 502 of the Business Corporation Law.

IN WITNESS WHEREOF, CONDUENT INCORPORATED has caused this Certificate of Amendment to be signed by its authorized corporate officer this [•] day of [•], 2016.

CONDUENT INCORPORATED

by

____

Name:
Title:

Exhibit 21.1

SUBSIDIARIES OF CONDUENT INCORPORATED

Name of Subsidiary	Jurisdiction of Incorporation or Organization
MidasPlus, Inc.	Arizona
Healthy Communities Institute Corporation	California
Breakaway Healthcare and Life Sciences LLC	Colorado
Education Sales and Marketing, LLC	Colorado
ESM Chaperone, LLC	Colorado
Wagers & Associates, Inc.	Colorado
ACS Asset Management Group, LLC	Delaware
ACS BPO Services, Inc.	Delaware
ACS BRC Holdings, LLC	Delaware
ACS Consultant Holdings Corporation	Delaware
ACS Defense, LLC	Delaware
ACS EDI Gateway, Inc.	Delaware
ACS Education Loan Services LLC	Delaware
ACS Enterprise Solutions, LLC	Delaware
ACS e-Services, LLC	Delaware
ACS Global, Inc.	Delaware
ACS Health Administration, Inc.	Delaware
ACS Healthcare Analytics, Inc.	Delaware
ACS HR Solutions World Services LLC	Delaware
ACS Human Resources Solutions, LLC	Delaware
ACS Lending, Inc.	Delaware
ACS Middle East, Inc.	Delaware
ACS TMC, Inc.	Delaware
ACS TradeOne Marketing, Inc.	Delaware
ACS Trust I	Delaware
ACS Trust II	Delaware
ACS/ECG Holdings, LLC	Delaware
ACS@Xerox LLC	Delaware
Buck Consultants, LLC	Delaware
Buck Kwasha Securities LLC	Delaware
Bunch CareSolutions, LLC	Delaware
CDR Associates, L.L.C.	Delaware
Conduent Finance, Inc.	Delaware
Consilience Software, Inc.	Delaware
Education Services Company, LLC	Delaware
etravelexperts, LLC	Delaware
Government Records Services, Inc.	Delaware
Intellinex LLC	Delaware
ISG Holdings, Inc	Delaware
ISG Services, LLC	Delaware
ParkIndy, LLC	Delaware
RSA Enterprises LLC	Delaware
RSA Medical Exams LLC	Delaware
RSA Medical LLC	Delaware
Specialty I, LLC	Delaware
StrataCare, LLC	Delaware
The National Abandoned Property Processing Corporation	Delaware
Title Records Corporation	Delaware
TMS Health LLC	Delaware
Xerox Audit & Compliance Solutions, LLC	Delaware
Xerox Business Services, LLC	Delaware
Xerox Education Services, LLC	Delaware

Xerox Education Solutions, LLC	Delaware
Xerox European Funding LLC	Delaware
Xerox Export LLC	Delaware
Xerox Federal Solutions, LLC	Delaware
Xerox Government Systems, LLC	Delaware
Xerox HR Solutions, LLP	Delaware
Xerox Mortgage Services, Inc.	Delaware
Xerox Recovery Services, Inc.	Delaware
Xerox Relocation & Assignment Services, LLC	Delaware
Xerox State Healthcare, LLC	Delaware
LearnSomething, Inc.	Florida
ACB Airport Solutions, LLC	Georgia
Digital Information Systems Company, L.L.C.	Georgia
Xerox Transport Solutions, Inc.	Georgia
Wireless Data Services (Operations) Inc.	Idaho
Xerox Card Services, LLC	Illinois
ACS Human Services, LLC	Indiana
Health Technology Acquisition Company	Indiana
Outsourced Administrative Systems, Inc.	Indiana
ACS Image Solutions, Inc.	Louisiana
Xerox Consultant Company, Inc.	Michigan
ACS CompIQ Corporation	Nevada
Xerox Commercial Solutions, LLC	Nevada
TMS Health Patient Access Solutions, LLC	New Jersey
Consultec IPA, Inc.	New York
Smart Data Consulting Corp	New York
Xerox State & Local Solutions, Inc.	New York
LiveBridge, Inc.	Oregon
Newspaper Services Holding, Inc.	Oregon
Statit Software, Inc.	Oregon
Superior Venture Partner, Inc.	Pennsylvania
Xerox HR Solutions, LLC	Pennsylvania
CredenceHealth, Inc.	Tennessee
ACS Protection Services, Inc.	Texas
ACS Securities Services, Inc.	Texas
ACS Welfare Benefit Trust	Texas
Conduent Legal & Compliance Solutions, LLC	Texas
Mercury Fund II, Ltd.	Texas
Transaction Processing Specialists, Inc.	Texas
WDS Global—Texas, Inc.	Texas
Xerox Heritage, LLC	Virginia
Intellinex PS-OS, Inc.	Washington
Wireless Data Services North America Inc.	Washington
Xerox Care and Quality Solutions, Inc.	Wisconsin
Eagle Connect Sh.p.k.	Albania
Voice Star Sh.p.k.	Albania
Market Line S.A.	Argentina
Consilience Software Australasia Pty Ltd	Australia
Xerox Business Services (Australia) Pty. Ltd.	Australia
Wireless Data Services Pty Limited	Australia
Affiliated Computer Services Austria GmbH	Austria
Affiliated Computer Services International (Barbados) Limited	Barbados
Buck Consultants	Belgium
ACS Transportation Services Participacoes Ltda	Brazil
Affiliated Computer Services do Brasil Ltda.	Brazil
ACS HR Solucoes Servicos de Recursos Humanos do Brasil Ltda	Brazil
Affiliated Computer Services Call Center Operations do Brasil LTDA	Brazil
Buck Consultants Limited/Conseilliers Buck Limitee	Canada

Buck Consultants Insurance Agency Limited	Canada
CPAS Systems, Inc.	Canada
Xerox Business Services Canada, Inc.	Canada
ACS HR Solutions Canada Co	Canada
ACS Solutions Chile SA	Chile
ACS Road Technology Services (Beijing) Co. Ltd.	China
Affiliated Computer Services (Tianjin) Co., Ltd.	China
ML Colombia S.A.	Colombia
ACS Czech Republic s.r.o.	Czech Republic
Xerox Business Services Dominican Republic, SAS	Dominican Republic
Affiliated Computer Services (Fiji) Limited	Fiji
Affiliated Computer Services Business Process Solutions SAS	France
Xerox Business Solutions (France) SAS	France
Affiliated Computer Services of Germany GmbH	Germany
ACS Holdings (Germany) GmbH	Germany
ACS HR Solutions Deutschland GmbH	Germany
Invoco Holding GmbH	Germany
GIP Dialog Gesellschaft fur Produktinformation mbH	Germany
Invoco Business Solutions GmbH	Germany
Invoco Communication Center GmbH	Germany
Invoco Customer Service GmbH	Germany
Invoco Helpline Communication GmbH	Germany
Invoco Helpline GmbH	Germany
Invoco Marketing & Vetrieb GmbH	Germany
Invoco Media Sales GmbH	Germany
Invoco Multimeida GmbH	Germany
Invoco Sales GmbH	Germany
Invoco Service Center GmbH	Germany
Invoco Service GmbH	Germany
Invoco Services & Sales GmbH	Germany
Invoco Technical Service GmbH	Germany
ACS-BPS (Ghana) Limited	Ghana
Xerox Business Services de Guatemala, Sociedad Anonima	Guatemala
ACS HR Solutions Share Plan Services (Guernsey), Limited	Guernsey
ACS China Solutions Hong Kong Limited	Hong Kong
Xerox Business Solutions (Hong Kong) Limited	Hong Kong
Xerox Business Services India Private Limited	India
Xerox Business Services Italy S.r.l.	Italy
Nuova Karel Soluzioni S.r.l. unipersonale	Italy
Xerox Business Solutions Italia, S.p.A.	Italy
ACS Business Process Solutions (Jamaica) Limited	Jamaica
e-Services Group International (Jamaica) Limited	Jamaica
Affiliated Computer Services Holdings (Luxembourg) S.A.R.L.	Luxembourg
Xerox Business Services Malaysia Sdn. Bhd.	Malaysia
ACS Malta Limited	Malta
Xerox Business Services de Mexico, S.A. de C.V.	Mexico
Xerox Solutions de Mexico, S. de R.L. de C.V.	Mexico
Phenox Holding B.V.	Netherlands
Buck Consultants BV	Netherlands
Phenox Professionals BV	Netherlands
Affiliated Computer Services International B.V.	Netherlands
ACS HR Solutions Nederland BV	Netherlands
Wilhaave Groep BV	Netherlands
Unamic Holding BV	Netherlands
Unamic/HCN BV	Netherlands
Xerox Business Services (Netherlands) B.V.	Netherlands
Market Line Peru S.A.C.	Peru
ACS Solutions Peru S.A.	Peru

Xerox Business Services Philippines, Inc.	Philippines
ACS Solutions Poland Sp. Z.o.o.	Poland
Affiliated Computer Services of Poland Sp. z.o.o.	Poland
ACS Puerto Rico, LLC	Puerto Rico
Xerox Business Solutions of Puerto Rico, Inc.	Puerto Rico
Xerox Business Services Romania S.r.l.	Romania
Xerox Europe Finance Limited Partnership	Scotland
Wireless Data Services (Asia Pac) PTE Ltd.	Singapore
Wireless Data Services (Proprietary) Limited	South Africa
Affiliated Computer Services of Spain, S.L., Sociedad Unipersonal	Spain
Xerox Business Solutions Spain, S.L.	Spain
e-Services Group (St. Lucia) Ltd.	St. Lucia
Telenamic NV	Suriname
Affiliated Computer Services GmbH	Switzerland
Xerox Business Services (Switzerland) AG	Switzerland
Unamic HCN Musteri Hizmetleri Limited Sirketi	Turkey
ACS Business Process Solutions Limited	United Kingdom
CVG Ltd	United Kingdom
Spur Information Solutions Limited	United Kingdom
Wireless Data Services Limited	United Kingdom
Buck Consultants Limited	United Kingdom
Buck Consultants (Healthcare) Limited	United Kingdom
Buck Consultants (Administration & Investment) Limited	United Kingdom
ACS HR Solutions UK Ltd	United Kingdom
Buck Consultants Shareplan Trustees Limited	United Kingdom
Buckingham Trustees Limited	United Kingdom
Talking People Limited	United Kingdom

Exhibit 99.1

, 2016

Dear Xerox Shareholder,

On January 29, 2016, Xerox announced plans to separate into two independent, publicly traded companies: one consisting of our business process outsourcing business, which will be named Conduent Incorporated, the other comprising our Document Technology and Document Outsourcing businesses and retaining the Xerox Corporation name.

Our decision to separate followed a comprehensive review of the company's business portfolio and capital structure that was initiated by Xerox's Board of Directors in October 2015 with the goal of identifying opportunities to enhance shareholder value. We concluded that separating the businesses is the best path forward for Xerox.

The separation will create two Fortune 500-scale companies, each a global leader in its respective market. As standalone companies, Xerox and Conduent will benefit from simplified organizational structures, enhanced strategic focus and financial flexibility. The companies will be established with business strategies, and organizational and capital structures aligned to their distinct goals and growth opportunities. We also expect each will continue to reap the benefits of the three-year strategic transformation program Xerox launched earlier this year to deliver increased cost efficiency, agility and competitiveness for each company.

Conduent will be a leading provider of business process services with expertise in transaction-intensive processing, analytics and automation. The company will deliver industry-specific service offerings in attractive growth markets such as healthcare and transportation and multi-industry service offerings in transaction processing, customer care and payment services, among others. Through sharpened portfolio focus, operational discipline, and investments in its business, we expect Conduent will create sustainable value for shareholders by driving margin expansion and profitable growth in an industry that is growing in the mid-single digits.

Following the separation, Xerox will continue to capitalize on its long-standing industry leadership positions through operational excellence, cost discipline, leading technology and innovation. It will continue to help clients improve productivity, workflow and business performance through its deep understanding of how, why and where people work. Xerox will be well positioned to build on its core businesses and pursue select growth opportunities, supported by its access to capital and strong cash flows.

The separation will provide current Xerox shareholders with equity ownership in both the new Xerox and Conduent and is intended to be tax-free to Xerox shareholders for U.S. Federal income tax purposes. Completion of the separation is subject to customary conditions.

I encourage you to read the attached information statement which has been filed with the U.S. Securities and Exchange Commission. The information statement describes the separation in detail, including information on the distribution of Conduent stock as well as important business and financial information about the new company.

The Xerox board and I believe the separation presents significant value-creation opportunities for Xerox and Conduent shareholders. We thank you for your continued support of our company and remain committed to creating long-term value for shareholders of both companies.

Sincerely,

Ursula M. Burns
Chairman of the Board and Chief Executive Officer
Xerox Corporation

, 2016

Dear Future Conduent Shareholder,

It is my pleasure to welcome you as a future stockholder of our new company, Conduent Incorporated, where I will serve as chief executive officer and a member of the Board of Directors.

Conduent, which will be made up of the business process services division of Xerox, is a long-standing market leader with expertise in automation, analytics, and transaction processing. In 2015, the business generated $6.7 billion in total revenue through an exceptional team of 96,000 employees globally.

During the past several years, Xerox has focused its portfolio on a variety of businesses, geographies and capabilities. As an independent company, we will build on our strengths in priority markets with an intensified focus on operational discipline, cost management and innovation.

The Conduent team is excited to embark on this journey and to create a new company. One that is built on a strong foundation of core values, an unwavering focus on our clients, delivery excellence and differentiated, best-in-class solutions. We're committed to delivering sustainable, consistent and improving returns to all of our stakeholders—clients, employees, shareholders and society at large.

I encourage you to read the attached information statement to learn more about Conduent, its business and strategy. We look forward to earning your continued support.

Sincerely,

Ashok Vemuri
Chief Executive Officer, Xerox Business Services
Xerox Corporation

Table of Contents

Information contained herein is subject to completion or amendment. A Registration Statement on Form 10 relating to these securities has been filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SUBJECT TO COMPLETION, DATED OCTOBER 28, 2016

INFORMATION STATEMENT

Conduent Incorporated

233 Mount Airy Road, Suite 100
Basking Ridge, New Jersey 07920

Common Stock

(par value $0.01)

We are sending you this Information Statement in connection with the spin-off by Xerox Corporation, or "Xerox," of its wholly owned subsidiary, Conduent Incorporated, or "Conduent." To effect the spin-off, Xerox will distribute all of the shares of Conduent common stock on a pro rata basis to the holders of Xerox common stock. We expect that the distribution of Conduent common stock will be tax-free to holders of Xerox common stock for U.S. federal income tax purposes, except for cash that shareholders receive in lieu of fractional shares.

If you are a record holder of Xerox common stock as of the close of business on   , 2016, which is the record date for the distribution, you will be entitled to receive   shares of Conduent common stock for every   shares of Xerox common stock you hold on that date. Xerox will distribute the shares of Conduent common stock in book-entry form, which means that we will not issue physical stock certificates. The distribution agent will not distribute any fractional shares of Conduent common stock. Instead, the distribution agent will aggregate fractional shares into whole shares, sell the whole shares in the open market at prevailing market prices and distribute the aggregate cash proceeds of the sales, net of brokerage fees and other costs, pro rata to each holder (net of any required withholding for taxes applicable to each holder) who would otherwise have been entitled to receive a fractional share in the distribution.

The distribution will be effective as of   p.m., New York City time, on   , 2016. Immediately after the distribution becomes effective, Conduent will be an independent, publicly traded company.

Xerox's shareholders are not required to vote on or take any other action to approve the spin-off. We are not asking you for a proxy and request that you do not send us a proxy. Xerox shareholders will not be required to pay any consideration for the shares of Conduent common stock they receive in the spin-off, and they will not be required to surrender or exchange their shares of Xerox common stock or take any other action in connection with the spin-off.

Xerox currently owns all of the outstanding shares of Conduent common stock. Accordingly, no trading market for Conduent common stock currently exists. We expect, however, that a limited trading market for Conduent common stock, commonly known as a "when-issued" trading market, will develop as early as two trading days prior to the record date for the distribution, and we expect "regular-way" trading of Conduent common stock will begin on the first trading day after the distribution date. We intend to list Conduent common stock on the New York Stock Exchange under the symbol "CNDT."

In reviewing this Information Statement, you should carefully consider the matters described in the section entitled "Risk Factors" beginning on page 15 of this Information Statement.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or determined if this Information Statement is truthful or complete. Any representation to the contrary is a criminal offense.

This Information Statement is not an offer to sell, or a solicitation of an offer to buy, any securities.

The date of this Information Statement is   , 2016.

TABLE OF CONTENTS

INDUSTRY AND MARKET DATA

This Information Statement includes information concerning our industry and the markets in which we operate that is based on information from public filings, internal company sources, various third-party sources and management estimates. We have also included information derived from market research and industry modeling that was conducted by third-party research organizations at our request not in connection with this Information Statement. Management estimates are derived from publicly available information released by independent industry and research analysts and third-party sources, as well as data from our internal research and information from commissioned third-party research not in connection with this Information Statement, and are based on assumptions made by us upon reviewing such data and our knowledge of such industry and markets, which we believe to be reasonable. While we are not aware of any misstatements regarding any industry data presented in this Information Statement and believe such data are accurate, we have not independently verified any data obtained from third-party sources and cannot assure you of the accuracy or completeness of such data. Such data involve uncertainties and are subject to change based on various factors.

TRADEMARKS AND COPYRIGHTS

We own or have rights to various trademarks, logos, service marks and trade names that we use in connection with the operation of our business. We also own or have the rights to copyrights that protect the content of our products. Solely for convenience, the trademarks, service marks, trade names and copyrights referred to in this Information Statement are listed without the ™, ® or © symbols, but such references do not constitute a waiver of any rights that might be associated with the respective trademarks, service marks, trade names and copyrights included or referred to in this Information Statement.

SUMMARY

This summary highlights selected information from this Information Statement and provides an overview of our company, our separation from Xerox and Xerox's distribution of our common stock to its shareholders. For a more complete understanding of our business and the Spin-Off (as defined below), you should read this entire Information Statement carefully, particularly the discussion of "Risk Factors" beginning on page 15 of this Information Statement, and our historical and pro forma financial statements and the notes to those financial statements appearing elsewhere in this Information Statement.

Prior to Xerox's distribution of the shares of our common stock to its shareholders, Xerox will undertake a series of internal transactions, following which Conduent will hold, directly or through its subsidiaries, the businesses constituting Xerox's business process outsourcing business and related operations, which we refer to as the "BPO Business." We refer to this series of internal transactions, which is described in more detail under "Certain Relationships and Related Party Transactions—Agreements with Xerox—Separation and Distribution Agreement," as the "Internal Transactions."

In this Information Statement, unless the context otherwise requires:

- "Conduent," "we," "our" and "us" refer to Conduent Incorporated and its consolidated subsidiaries after giving effect to the Spin-Off, and
- "Xerox" refers to Xerox Corporation and its consolidated subsidiaries other than, for all periods following the Spin-Off, Conduent.

The transaction in which Xerox will distribute to its shareholders all of the shares of our common stock is referred to in this Information Statement as the "Distribution." The transaction in which we will be separated from Xerox is sometimes referred to in this Information Statement as the "Spin-Off."

Our Company

Conduent is a leading provider of business process services with expertise in transaction-intensive processing, analytics and automation. We serve as a trusted business partner in both the front office and back office, enabling personalized, seamless interactions on a massive scale that improve end-user experiences.

We create value for our commercial and government clients by applying our expertise, technology and innovation to help them drive customer and constituent satisfaction and loyalty, increase process efficiency and respond rapidly to changing market dynamics.

Our portfolio includes industry-focused service offerings in attractive growth markets such as healthcare and transportation, as well as multi-industry service offerings such as transaction processing, customer care and payment services.

We believe our addressable market size in the global business process service industry is estimated at nearly $260 billion in 2016, with expected growth rates in the mid-single digits through 2019. We have leadership positions in key market segments, including healthcare and transportation, which are expected to grow at 8% and 5% on a compounded annual basis through 2019, respectively. In addition, we are well positioned to capitalize on key industry trends such as increased demand for productivity, automation, personalization and innovation to capture growth.

Our strategy is to drive portfolio focus, operational discipline, sales and delivery excellence and innovation, complemented by tightly aligned investments. As a result, we aim to generate sustainable value for our shareholders by delivering profitable growth and margin expansion and deploying a disciplined capital allocation strategy.

With approximately 93,700 employees globally, we provide differentiated services to clients spanning small, medium and large businesses and to governments of all sizes in 42 countries. In 2015, we generated $6,662 million in total revenues, 90% of which was recurring.

Competitive Strengths

Our competitive strengths include the following:

- Leadership in business process services driven by deep expertise, strong client relationships and differentiated solutions in attractive growth industries, including healthcare and transportation;
- Expertise in managing transaction-intensive, end-user driven processes on a large scale through our differentiated suite of high quality multi-industry service offerings;
- Ability to deliver our proprietary technology, differentiated service offerings and service capabilities expertly to clients around the world;
- Ability to help clients drive lower costs, higher quality and increased end-user satisfaction through our continuous investment in innovation and development of new technologies and capabilities that improve business processes; and
- A loyal, diverse client base that supports our stable recurring revenue model and high renewal rates.

Strategic Overview

Our business strategies include the following:

Expand within attractive industries. The industries in which we operate have attractive revenue growth rates, generally in the mid-single digits. We intend to sharpen our focus and expand our business in industries with strong growth and profitability characteristics. We will employ a disciplined approach to portfolio management to complement our competitive strengths and build depth and breadth in our core businesses.

Optimize and strengthen our services capabilities. We plan to optimize our services capabilities and strengthen several core areas, including transaction processing, customer care and prepaid card services by building out our service offerings and continuing to improve our competitive strengths.

Drive operational and delivery excellence. We intend to improve our margins through an ongoing focus on operational and delivery excellence and cost efficiency. We plan to drive operational excellence through further automation and standardization of internal processes and with a continued focus on providing quality services.

Continue to advance next-generation platforms and capabilities. We intend to maintain our focus on innovation to create next-generation solutions aligned with our clients' future needs and our growth strategies. We plan to advance our current platforms, further automate and personalize business processes and enhance data analytics capabilities to deliver value-added services for our clients.

Engage, develop and support our people. We intend to continue to develop our employees by investing in training, processes and systems to equip them with modern tools that enable them to perform their jobs more efficiently. Further, we plan to strengthen our sales teams with improved and optimized coverage and effective talent management.

Conduent Debt

In connection with the Spin-Off, we expect to incur additional borrowings in order to redistribute debt between us and Xerox, such that we will have a total principal amount of debt of approximately $2,250 million immediately following the separation (consisting of approximately $2,200 million of new borrowings plus approximately $50 million of existing debt). It is currently anticipated that this indebtedness will consist of secured term loans or senior unsecured notes, or a combination of the foregoing. Approximately $1,905 million of the proceeds of the new borrowings will be transferred to Xerox prior to the consummation of the Spin-Off.

Other Information

We are a New York corporation. Our principal executive offices are located at 233 Mount Airy Road, Suite 100, Basking Ridge, NJ 07920. Our telephone number is (908) 758-1200. Our website address is www.conduent.com. Information contained on, or connected to, our website or Xerox's website does not and will not constitute part of this Information Statement or the Registration Statement on Form 10 of which this Information Statement is a part.

The Spin-Off

Overview

On January 29, 2016, Xerox announced plans for the complete legal and structural separation of Conduent from Xerox.

To effect the separation, first, Xerox will undertake the series of internal transactions described under "Certain Relationships and Related Party Transactions—Agreements with Xerox—Separation and Distribution Agreement," or the "Internal Transactions." Xerox will subsequently distribute all of our common stock to Xerox's shareholders, and Conduent, holding the BPO Business, will become an independent, publicly traded company.

Prior to completion of the Spin-Off, we intend to enter into a Separation and Distribution Agreement and several other agreements with Xerox related to the Spin-Off. These agreements will govern the relationship between Xerox and us up to and after completion of the Spin-Off and allocate between Xerox and us various assets, liabilities and obligations, including employee benefits, intellectual property and tax-related assets and liabilities. See "Certain Relationships and Related Party Transactions" for more detail.

Completion of the Spin-Off is subject to the satisfaction or waiver of a number of conditions. In addition, Xerox has the right not to complete the Spin-Off if, at any time, Xerox's board of directors, or the "Xerox Board," determines, in its sole and absolute discretion, that the Spin-Off is not in the best interests of Xerox or its shareholders, or is otherwise not advisable. See "The Spin-Off—Conditions to the Spin-Off" for more detail.

Questions and Answers about the Spin-Off

The following provides only a summary of the terms of the Spin-Off. You should read the section entitled "The Spin-Off" below in this Information Statement for a more detailed description of the matters described below.

Q: What is the Spin-Off?

A: The Spin-Off is the method by which we will separate from Xerox. In the Spin-Off, Xerox will distribute to its shareholders all the outstanding shares of our common stock. Following the Spin-Off, we will be an independent, publicly traded company, and Xerox will not retain any ownership interest in us.

Q: Will the number of Xerox shares I own change as a result of the Spin-Off?

A: No, the number of shares of Xerox common stock you own will not change as a result of the Spin-Off.

Q: What are the reasons for the Spin-Off?

A: The Xerox Board considered the following potential benefits in deciding to pursue the Spin-Off:

- ***Enhanced Strategic and Operational Focus***. Following the Spin-Off, Xerox and Conduent will each have a more focused business and be better able to dedicate financial, management and other resources to leverage its areas of strength and differentiation. Each company will pursue appropriate growth opportunities and execute strategic plans best suited to address the distinct market trends and opportunities for its business. Conduent plans to focus on leadership in attractive market segments, invest selectively in growth areas, ensure continued operational discipline and capture transformative productivity.
- ***Simplified Organizational Structure and Resources***. The Spin-Off will allow the management of each of Xerox and Conduent to devote its time and attention to the development and implementation of corporate strategies and policies that are based primarily on the specific business characteristics of their

respective companies. Each company will be able to adapt faster to clients' changing needs, address specific market dynamics, target innovation and investments in select growth areas and accelerate decision-making processes.

- ***Distinct and Clear Financial Profiles and Compelling Investment Cases***. Investment in one or the other company may appeal to investors with different goals, interests and concerns. The Spin-Off will allow investors to make independent investment decisions with respect to Xerox and Conduent and may result in greater alignment between the interests of Conduent's shareholder base and the characteristics of Conduent's business, capital structure and financial results.
- ***Performance Incentives***. The Spin-Off will enable Conduent to create incentives for its management and employees that are more closely tied to its business performance and shareholder expectations. Conduent's equity-based compensation arrangements will more closely align the interests of Conduent's management and employees with the interests of its shareholders and should increase Conduent's ability to attract and retain personnel.
- ***Capital Structure***. The Spin-Off will enable each of Xerox and Conduent to leverage its distinct growth profile and cash flow characteristics to optimize its capital structure and capital allocation strategy.

Q: Why is the separation of Conduent structured as a spin-off?

A: Xerox believes that a distribution of shares in Conduent that is tax-free to Xerox shareholders for federal income tax purposes is the most efficient way to separate our business from Xerox.

Q: What will I receive in the Spin-Off in respect of my Xerox common stock?

A: As a holder of Xerox common stock, you will receive a dividend of shares of our common stock for every shares of Xerox common stock you hold on the Record Date (as defined below). The distribution agent will distribute only whole shares of our common stock in the Spin-Off. See "—How will fractional shares be treated in the Distribution?" for more information on the treatment of the fractional shares you may be entitled to receive in the Distribution. Your proportionate interest in Xerox will not change as a result of the Spin-Off. For a more detailed description, see "The Spin-Off."

Q: What is being distributed in the Spin-Off?

A: Xerox will distribute approximately shares of our common stock in the Spin-Off, based on the approximately shares of Xerox common stock outstanding as of , 2016. The actual number of shares of our common stock that Xerox will distribute will depend on the total number of shares of Xerox common stock outstanding on the Record Date. The shares of our common stock that Xerox distributes will constitute all of the issued and outstanding shares of our common stock immediately prior to the Distribution. For more information on the shares being distributed in the Spin-Off, see "Description of Our Capital Stock—Common Stock."

Q: What is the record date for the Distribution?

A: Xerox will determine record ownership as of the close of business on , 2016, which we refer to as the "Record Date."

Q: When will the Distribution occur?

A: The Distribution will be effective as of p.m., New York City time, on , 2016, which we refer to as the "Distribution Date." On or shortly after the Distribution Date, the whole shares of our common stock will be credited in book-entry accounts for Xerox shareholders entitled to receive the shares in the Distribution. See "—How will Xerox distribute shares of our common stock?" for more information on how to access your book-entry account or your bank, brokerage or other account holding our common stock you receive in the Distribution on and following the Distribution Date.

Q: What do I have to do to participate in the Distribution?

A: You are not required to take any action, but we urge you to read this Information Statement carefully. Holders of Xerox common stock on the Record Date will not need to pay any cash or deliver any other consideration, including any shares of Xerox common stock, in order to receive shares of our common stock in the Distribution. In addition, no shareholder approval of the Distribution is required. We are not asking you for a vote and request that you do not send us a proxy card.

Q: If I sell my shares of Xerox common stock on or before the Distribution Date, will I still be entitled to receive shares of Conduent common stock in the Distribution?

A: If you sell your shares of Xerox common stock before the Record Date, you will not be entitled to receive shares of Conduent common stock in the Distribution. If you hold shares of Xerox common stock on the Record Date and decide to sell them on or before the Distribution Date, you may choose to sell your Xerox common stock with or without your entitlement to our common stock to be distributed in the Spin-Off. You should discuss these options with your bank, broker or other nominee. See "The Spin-Off—Trading Prior to the Distribution Date" for more information.

Q: How will Xerox distribute shares of our common stock?

A: Registered shareholders: If you are a registered shareholder (meaning you own your shares of Xerox common stock directly through Xerox's transfer agent, Computershare Trust Company, N.A.), our distribution agent will credit the whole shares of our common stock you receive in the Distribution to a new book-entry account with our transfer agent on or shortly after the Distribution Date. Our distribution agent will mail you a book-entry account statement that reflects the number of whole shares of our common stock you own. You will be able to access information regarding your book-entry account holding the Conduent shares at www.computershare.com/investor or by calling 800-446-2617.

"Street name" or beneficial shareholders: If you own your shares of Xerox common stock beneficially through a bank, broker or other nominee, your bank, broker or other nominee will credit your account with the whole shares of our common stock you receive in the Distribution on or shortly after the Distribution Date. Please contact your bank, broker or other nominee for further information about your account.

We will not issue any physical stock certificates to any shareholders, even if requested. See "The Spin-Off—When and How You Will Receive Conduent Shares" for a more detailed explanation.

Q: How will fractional shares be treated in the Distribution?

A: The distribution agent will not distribute any fractional shares of our common stock in connection with the Spin-Off. Instead, the distribution agent will aggregate all fractional shares into whole shares and sell the whole shares in the open market at prevailing market prices on behalf of Xerox shareholders entitled to receive a fractional share. The distribution agent will then distribute the aggregate cash proceeds of the sales, net of brokerage fees and other costs, pro rata to these holders (net of any required withholding for taxes applicable to each holder). We anticipate that the distribution agent will make these sales in the "when-issued" market, and "when-issued" trades will generally settle within four trading days following the Distribution Date. See "—How will our common stock trade?" for additional information regarding "when-issued" trading and "The Spin-Off—Treatment of Fractional Shares" for a more detailed explanation of the treatment of fractional shares. The distribution agent will, in its sole discretion, without any influence by Xerox or us, determine when, how, through which broker-dealer and at what price to sell the whole shares of our common stock. The distribution agent is not, and any broker-dealer used by the distribution agent will not be, an affiliate of either Xerox or us.

Q: What are the U.S. federal income tax consequences to me of the Distribution?

A: For U.S. federal income tax purposes, no gain or loss should be recognized by, or be includible in the income of, a U.S. Holder (as defined in "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off") as a result of the Distribution, except with respect to any cash received by Xerox shareholders in lieu of fractional shares. In addition, the aggregate tax basis of the Xerox common stock and our common stock held by each U.S. Holder immediately after the Distribution will be the same as the aggregate tax basis of the Xerox common stock held by the U.S. Holder immediately before the Distribution, allocated between the Xerox common stock and our common stock in proportion to their relative fair market values on the date of the Distribution (subject to certain adjustments).

See "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off" for more information regarding the potential tax consequences to you of the Spin-Off.

Q: Does Conduent intend to pay cash dividends?

A: We intend to retain future earnings for use in the operation of our business and to fund future growth. We do not anticipate paying any dividends on our common stock for the foreseeable future. See "Dividend Policy" for more information.

Q: Will Conduent incur any debt prior to or at the time of the Distribution?

A: In connection with the Spin-Off, we expect to incur additional borrowings in order to redistribute debt between us and Xerox, such that we will have a total principal amount of debt of approximately $2,250 million immediately following the separation (consisting of approximately $2,200 million of new borrowings plus approximately $50 million of existing debt). It is currently anticipated that this indebtedness will consist of secured term loans or senior unsecured notes, or a combination of the foregoing. Approximately $1,905 million of the proceeds of the new borrowings will be transferred to Xerox prior to the consummation of the Spin-Off.

Q: How will our common stock trade?

A: Currently, there is no public market for our common stock. We intend to list our common stock on the New York Stock Exchange under the symbol "CNDT."

We anticipate that trading in our common stock will begin on a "when-issued" basis as early as two trading days prior to the Record Date for the Distribution and will continue up to and including the Distribution Date. "When-issued" trading in the context of a spin-off refers to a sale or purchase made conditionally on or before the Distribution Date because the securities of the spun-off entity have not yet been distributed. "When-issued" trades generally settle within four trading days after the Distribution Date. On the first trading day following the Distribution Date, any "when-issued" trading of our common stock will end and "regular-way" trading will begin. "Regular-way" trading refers to trading after the security has been distributed and typically involves a trade that settles on the third full trading day following the date of the trade. See "The Spin-Off—Trading Prior to the Distribution Date" for more information. We cannot predict the trading prices for our common stock before, on or after the Distribution Date.

Q: Will the Spin-Off affect the trading price of my Xerox common stock?

A: We expect the trading price of shares of Xerox common stock immediately following the Distribution to be lower than the trading price immediately prior to the Distribution because the trading price will no longer reflect the value of the BPO Business. There can be no assurance that, following the Distribution, the combined trading prices of the Xerox common stock and our common stock will equal or exceed what the trading price of Xerox common stock would have been in the absence of the Spin-Off.

It is possible that after the Spin-Off, the combined equity value of Xerox and Conduent will be less than Xerox's equity value before the Spin-Off.

Q: Do I have appraisal rights in connection with the Spin-Off?

A: No. Holders of Xerox common stock are not entitled to appraisal rights in connection with the Spin-Off.

Q: Who is the transfer agent and registrar for our common stock?

A: Computershare Trust Company, N.A.

Q: Are there risks associated with owning shares of our common stock?

A: Yes. Our business faces both general and specific risks and uncertainties. Our business also faces risks relating to the Spin-Off. Following the Spin-Off, we will also face risks associated with being an independent, publicly traded company. Accordingly, you should read carefully the information set forth under "Risk Factors" in this Information Statement.

Q: How will Xerox preferred stock be treated in the Spin-Off?

A: As of October 27, 2016, there were 300,000 shares of Series A Convertible Perpetual Preferred Stock of Xerox, which we refer to as the "Xerox Series A Preferred Stock," outstanding, all of which were held by Mr. Darwin Deason. Xerox and Conduent have entered into an agreement with Mr. Deason, which we refer to as the "Exchange Agreement" and which is filed as an exhibit to the Registration Statement on Form 10 of which this Information Statement is a part, to, subject to the completion of the Spin-Off, among other conditions, exchange all of the outstanding shares of Xerox Series A Preferred Stock for newly-issued shares of Series B Convertible Perpetual Preferred Stock of Xerox, which we refer to as the "Xerox Series B Preferred Stock," and for newly-issued shares of Series A Convertible Perpetual Preferred Stock of Conduent, which we refer to as the "Conduent Series A Preferred Stock." For more detail, see "The Spin-Off—Treatment of Xerox Preferred Stock in the Spin-Off."

Q: Where can I get more information?

A: If you have any questions relating to the mechanics of the Distribution, you should contact the distribution agent at:

Computershare Trust Company, N.A.
250 Royall Street
Canton, MA 02021
Phone: 800-446-2617 or 781-575-2723

Before the Spin-Off, if you have any questions relating to the Spin-Off, you should contact Xerox at:

Investor Relations
Xerox Corporation
45 Glover Avenue
Mail Stop XWHQ 7052
Norwalk, CT 06856

After the Spin-Off, if you have any questions relating to Conduent, you should contact us at:

Investor Relations
Conduent Incorporated
233 Mount Airy Road, Suite 100
Basking Ridge, NJ 07920

[Table of Contents](#)

Summary of the Spin-Off

Distributing Company	Xerox Corporation, a New York corporation that holds all of our common stock issued and outstanding prior to the Distribution. After the Distribution, Xerox will not own any shares of our common stock.
Distributed Company	Conduent Incorporated, a New York corporation and a wholly owned subsidiary of Xerox. At the time of the Distribution, we will hold, directly or through our subsidiaries, the assets and liabilities of the BPO Business. After the Spin-Off, we will be an independent, publicly traded company.
Distributed Securities	All of the shares of our common stock owned by Xerox, which will be 100% of our common stock issued and outstanding immediately prior to the Distribution. Based on the approximately shares of Xerox common stock outstanding on , 2016, and applying the distribution ratio of shares of our common stock for every shares of Xerox common stock, approximately shares of our common stock will be distributed.
Record Date	The Record Date is the close of business on , 2016.
Distribution Date	The Distribution Date is , 2016.
Internal Transactions	A portion of the BPO Business is currently held by subsidiaries of Xerox other than Conduent. In connection with the Spin-Off, Xerox will undertake the Internal Transactions so that we hold the entire BPO Business. See "Certain Relationships and Related Party Transactions—Agreements with Xerox—Separation and Distribution Agreement."
Distribution Ratio	Each holder of Xerox common stock will receive shares of our common stock for every shares of Xerox common stock it holds on the Record Date. The distribution agent will distribute only whole shares of our common stock in the Spin-Off. See "The Spin-Off—Treatment of Fractional Shares" for more detail. Please note that if you sell your shares of Xerox common stock on or before the Distribution Date, the buyer of those shares may in some circumstances be entitled to receive the shares of our common stock to be distributed in respect of the Xerox shares that you sold. See "The Spin-Off—Trading Prior to the Distribution Date" for more detail.
The Distribution	On the Distribution Date, Xerox will release the shares of our common stock to the distribution agent to distribute to Xerox shareholders. Xerox will distribute our shares in book-entry form and thus we will not issue any physical stock certificates. We expect that it will take the distribution agent up to two weeks to electronically issue shares of our common stock to you or your bank or brokerage firm on your behalf by way of direct registration in book-entry form.

	You will not be required to make any payment, surrender or exchange your shares of Xerox common stock or take any other action to receive your shares of our common stock.
Fractional Shares	The distribution agent will not distribute any fractional shares of our common stock to Xerox shareholders. Instead, the distribution agent will first aggregate fractional shares into whole shares, then sell the whole shares in the open market at prevailing market prices on behalf of Xerox shareholders entitled to receive a fractional share, and finally distribute the aggregate cash proceeds of the sales, net of brokerage fees and other costs, pro rata to these holders (net of any required withholding for taxes applicable to each holder). If you receive cash in lieu of fractional shares, you will not be entitled to any interest on the payments. The cash you receive in lieu of fractional shares generally will, for U.S. federal income tax purposes, be taxable as described under "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off."
Conditions to the Spin-Off	Completion of the Spin-Off is subject to the satisfaction, or the Xerox Board's waiver, of the following conditions: • the Xerox Board shall have authorized and approved the Internal Transactions and Distribution and not withdrawn such authorization and approval, and shall have declared the dividend of our common stock to Xerox shareholders; • the ancillary agreements contemplated by the Separation and Distribution Agreement shall have been executed by each party to those agreements; • our common stock shall have been accepted for listing on the New York Stock Exchange or another national securities exchange approved by Xerox, subject to official notice of issuance; • the Securities and Exchange Commission (the "SEC") shall have declared effective our Registration Statement on Form 10, of which this Information Statement is a part, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and no stop order suspending the effectiveness of the Registration Statement shall be in effect and no proceedings for that purpose shall be pending before or threatened by the SEC; • Xerox shall have received the written opinion of Cravath, Swaine & Moore LLP, which shall remain in full force and effect, that, subject to the accuracy of and compliance with certain representations, warranties and covenants, the Distribution should qualify for non-recognition of gain and loss under Section 355 of the Internal Revenue Code of 1986, as amended (the "Code"); • Xerox shall have received a private letter ruling from the U.S. Internal Revenue Service (the "IRS") regarding certain U.S. federal income tax consequences of the Spin-Off (the "IRS Ruling"), and the IRS Ruling shall continue to be effective and valid;

- the Internal Transactions (as described in "Certain Relationships and Related Party Transactions—Agreements with Xerox—Separation and Distribution Agreement") shall have been completed;
- no order, injunction or decree issued by any governmental authority of competent jurisdiction or other legal restraint or prohibition preventing consummation of the Distribution shall be in effect, and no other event outside the control of Xerox shall have occurred or failed to occur that prevents the consummation of the Distribution;
- no other events or developments shall have occurred prior to the Distribution Date that, in the judgment of the Xerox Board, would result in the Distribution having a material adverse effect on Xerox or its shareholders;
- prior to the Distribution Date, notice of Internet availability of this Information Statement or this Information Statement shall have been mailed to the holders of Xerox common stock as of the Record Date;
- Xerox shall have duly elected the individuals to be listed as members of our post-Distribution board of directors, or our "Board," in this Information Statement, and such individuals shall be the members of our Board immediately after the Distribution; provided that our current directors shall appoint one independent director prior to the date on which "when-issued" trading of our common stock commences on the New York Stock Exchange and such director shall serve on our Audit Committee, Compensation Committee and Corporate Governance Committee; and
- immediately prior to the Distribution Date, our Restated Certificate of Incorporation and Amended and Restated By-Laws, each in substantially the form filed as an exhibit to the Registration Statement on Form 10 of which this Information Statement is a part, shall be in effect.

The fulfillment of the foregoing conditions will not create any obligation on the part of Xerox to complete the Spin-Off. We are not aware of any material federal, foreign or state regulatory requirements with which we must comply, other than SEC rules and regulations, or any material approvals that we must obtain, other than the approval for listing of our common stock and the SEC's declaration of the effectiveness of the Registration Statement, in connection with the Distribution. Xerox has the right not to complete the Spin-Off if, at any time, the Xerox Board determines, in its sole and absolute discretion, that the Spin-Off is not in the best interests of Xerox or its shareholders or is otherwise not advisable.

Xerox has entered into a letter agreement with the Icahn Group (as defined in such agreement) and filed as Exhibit 10(s) to Xerox's Current Report on Form 8-K dated January 29, 2016 (the "Icahn Agreement"). Under the Icahn Agreement, if the Spin-Off has not

	occurred by December 31, 2016, Xerox must call its 2017 annual shareholders meeting to be held no later than March 31, 2017, at which meeting any shareholder of Xerox that has delivered written notice, which includes the information required by Xerox's by-laws, to Xerox on or prior to January 31, 2017 shall be permitted to nominate directors of Xerox and/or propose other business. However, if the Spin-Off occurs on or before March 30, 2017 (even if it did not occur by December 31, 2016), then Xerox will not be required to hold its 2017 annual shareholders meeting by March 31, 2017.
Preferred Stock	On October 27, 2016, Xerox and Conduent entered into the Exchange Agreement with Mr. Deason. Pursuant to the terms of the Exchange Agreement, subject to the completion of the Spin-Off, among other conditions, Xerox will transfer 180,000 shares of Xerox Series B Preferred Stock and 120,000 shares of Conduent Series A Preferred Stock to Mr. Deason in exchange for all of Mr. Deason's shares of Xerox Series A Preferred Stock. For more detail, see "The Spin-Off—Treatment of Xerox Preferred Stock in the Spin-Off."
Trading Market and Symbol	We intend to file an application to list our common stock on the New York Stock Exchange under the symbol "CNDT." We anticipate that, as early as two trading days prior to the Record Date, trading of shares of our common stock will begin on a "when-issued" basis and will continue up to and including the Distribution Date, and we expect that "regular-way" trading of our common stock will begin the first trading day after the Distribution Date. We also anticipate that, as early as two trading days prior to the Record Date, there will be two markets in Xerox common stock: (i) a "regular-way" market on which shares of Xerox common stock will trade with an entitlement for the purchaser of Xerox common stock to receive shares of our common stock to be distributed in the Distribution, and (ii) an "ex-distribution" market on which shares of Xerox common stock will trade without an entitlement for the purchaser of Xerox common stock to receive shares of our common stock. See "The Spin-Off—Trading Prior to the Distribution Date."
Tax Consequences to Xerox Shareholders	For U.S. federal income tax purposes, no gain or loss should be recognized by, or be includible in the income of, a U.S. Holder (as defined in "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off") as a result of the Distribution, except with respect to any cash received in lieu of a fractional share. In addition, the aggregate tax basis of the Xerox common stock and our common stock held by each U.S. Holder immediately after the Distribution will be the same as the aggregate tax basis of the Xerox common stock held by the U.S. Holder immediately before the Distribution, allocated between the Xerox common stock and our common stock in proportion to their relative fair market values on the date of the Distribution (subject to certain adjustments). See "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off."

	We urge you to consult your tax advisor as to the specific tax consequences of the Distribution to you, including the effect of any U.S. federal, state, local or foreign tax laws and of changes in applicable tax laws.
Relationship with Xerox after the Spin-Off	We intend to enter into several agreements with Xerox related to the Spin-Off, which will govern the relationship between Xerox and us up to and after completion of the Spin-Off and allocate between Xerox and us various assets, liabilities, rights and obligations. These agreements include: • a Separation and Distribution Agreement that will set forth Xerox's and our agreements regarding the principal actions that both parties will take in connection with the Spin-Off and aspects of our relationship following the Spin-Off; • a Transition Services Agreement pursuant to which Xerox and we will provide each other specified services on a transitional basis to help ensure an orderly transition following the Spin-Off; • a Tax Matters Agreement that will govern the respective rights, responsibilities and obligations of Xerox and us after the Spin-Off with respect to all tax matters and will include restrictions to preserve the tax-free status of the Distribution; and • an Employee Matters Agreement that will address employment, compensation and benefits matters, including the allocation and treatment of assets and liabilities relating to employees and compensation and benefits plans and programs in which our employees participated. We describe these arrangements in greater detail under "Certain Relationships and Related Party Transactions," and describe some of the risks of these arrangements under "Risk Factors—Risks Relating to the Spin-Off."
Dividend Policy	We intend to retain future earnings for use in the operation of our business and to fund future growth. We do not anticipate paying any dividends on our common stock for the foreseeable future. See "Dividend Policy."
Transfer Agent	Computershare Trust Company, N.A.
Risk Factors	Our business faces both general and specific risks and uncertainties. Our business also faces risks relating to the Spin-Off. Following the Spin-Off, we will also face risks associated with being an independent, publicly traded company. Accordingly, you should read carefully the information set forth under "Risk Factors."

RISK FACTORS

You should carefully consider all of the information in this Information Statement and each of the risks described below, which we believe are the principal risks that we face. Some of the risks relate to our business, others to the Spin-Off. Some risks relate principally to the securities markets and ownership of our common stock.

Any of the following risks could materially adversely affect our results of operations and financial condition and the actual outcome of matters as to which forward-looking statements are made in this Information Statement.

Risks Relating to Our Business

Our government contracts are subject to termination rights, audits and investigations, which, if exercised, could negatively impact our reputation and reduce our ability to compete for new contracts.

A significant portion of our revenues is derived from contracts with U.S. federal, state and local governments and their agencies, and some of our revenues are derived from contracts with foreign governments and their agencies. Government entities typically finance projects through appropriated funds. While these projects are often planned and executed as multi-year projects, government entities usually reserve the right to change the scope of or terminate these projects for lack of approved funding and/or at their convenience. Changes in government or political developments, including budget deficits, shortfalls or uncertainties, government spending reductions (*e.g.*, Congressional sequestration of funds under the Budget Control Act of 2011) or other debt or funding constraints, such as those recently experienced in the United States and Europe, could result in lower governmental sales and in our projects being reduced in price or scope or terminated altogether, which also could limit our recovery of incurred costs, reimbursable expenses and profits on work completed prior to the termination. Additionally, if the government discovers improper or illegal activities or contractual non-compliance (including improper billing), we may be subject to various civil and criminal penalties and administrative sanctions, which may include termination of contracts, forfeiture of profits, suspension of payments, fines and suspensions or debarment from doing business with the government. Any resulting penalties or sanctions could materially adversely affect our results of operations and financial condition. Moreover, government contracts are generally subject to audits and investigations by government agencies. If the government finds that we inappropriately charged any costs to a contract, the costs are not reimbursable or, if already reimbursed, the cost must be refunded to the government. Further, the negative publicity that could arise from any such penalties, sanctions or findings in such audits or investigations could have an adverse effect on our reputation in the industry and reduce our ability to compete for new contracts and could materially adversely affect our results of operations and financial condition.

We derive significant revenue and profit from commercial and government contracts awarded through competitive bidding processes, including renewals, which can impose substantial costs on us, and we will not achieve revenue and profit objectives if we fail to accurately and effectively bid on such projects.

Many of these contracts are extremely complex and require the investment of significant resources in order to prepare accurate bids and proposals. Competitive bidding imposes substantial costs and presents a number of risks, including: (i) the substantial cost and managerial time and effort that we spend to prepare bids and proposals for contracts that may or may not be awarded to us; (ii) the need to estimate accurately the resources and costs that will be required to implement and service any contracts we are awarded, sometimes in advance of the final determination of their full scope and design; (iii) the expense and delay that may arise if our competitors protest or challenge awards made to us pursuant to competitive bidding and the risk that such protests or challenges could result in the requirement to resubmit bids and in the termination, reduction or modification of the awarded contracts; and (iv) the opportunity cost of not bidding on and winning other contracts we might otherwise pursue. If our competitors protest or challenge an award made to us on a government contract, the costs to defend such an award may be significant and could involve subsequent litigation that could take years to resolve.

We rely to a significant extent on third-party providers, such as subcontractors, a relatively small number of primary software vendors, utility providers and network providers; if they cannot deliver or perform as expected or if our relationships with them are terminated or otherwise change, our results of operations and financial condition could be materially adversely affected.

Our ability to service our customers and clients and deliver and implement solutions depends to a large extent on third-party providers such as subcontractors, a relatively small number of primary software vendors, software application developers, utility providers and network providers meeting their obligations to us and our expectations in a timely, quality manner. Our results of operations and financial condition could be materially adversely affected and we might incur significant additional liabilities if any of our third-party providers do not meet these obligations or our or our clients' expectations or if they terminate or refuse to renew their relationships with us or were to offer their products to us with less advantageous prices and other terms than we previously had.

Failure to deliver on our contractual obligations properly and on time could materially adversely affect our results of operations and financial condition.

Our business model depends in large part on our ability to retain existing and attract new work from our base of existing clients, as well as on relationships we develop with our clients so that we can understand our clients' needs and deliver solutions and services that are tailored to meet those needs. In order for our business to grow, we must successfully manage the provision of services under our contracts. If a client is not satisfied with the quality of work performed by us or a subcontractor, or with the type of services or solutions delivered, then we could incur additional costs to address the situation, the profitability of that work might be impaired and the client's dissatisfaction with our services could damage our ability to obtain additional work from that client or obtain new work from other potential clients. In particular, many of our contracts with non-government clients may be terminated by the client, without cause, upon specified advance notice, so clients who are not satisfied might seek to terminate existing contracts prior to their scheduled expiration date, which may result in our inability to fully recover our up-front investments. In addition, clients could direct future business to our competitors. We could also trigger contractual credits to clients or a contractual default. Failure to properly transition new clients to our systems, properly budget transition costs or accurately estimate contract operational costs could result in delays in our contract performance, trigger service level penalties, impair fixed or intangible assets or result in contract profit margins that do not meet our expectations or our historical profit margins.

In addition, we incur significant expenditures for the development and construction of system software platforms needed to support our clients' needs. Our failure to fully understand client requirements or implement the appropriate operating systems or databases or solutions which enable the use of other supporting software may delay the project and result in cost overruns or potential impairment of the related software platforms, which could materially adversely affect our results of operations and financial condition.

In May 2015, we entered into a contract with New York for the implementation of a Medicaid Management Information System. Due to a number of factors, development work for our implementation in New York has been elongated beyond the current contractual schedule resulting in, among other things, increased delivery costs, which we have considered in our estimates of revenues and costs under the percentage-of-completion accounting methodology.

We continue to work with New York to address new regulatory requirements, policy changes and enhanced security protocols, which are expected to further lengthen the schedule and may result in material increases in future costs to complete. We are seeking to mitigate these impacts through a combination of operational actions as well as by working with New York to pursue an amendment to the contract that will revise the project schedule and increase the reimbursement we receive from New York. Although we have been in discussions with New York to amend the contract, in the event we are unable to satisfactorily agree to an amendment, this could materially adversely affect our results of operations and financial condition.

We face significant competition and our failure to compete successfully could materially adversely affect our results of operations and financial condition.

We operate in an environment of significant competition, driven by rapid technological developments, changes in industry standards and demands of customers to become more efficient. Our competitors range from large international companies to relatively small firms. Some of the large international companies have significant financial resources and compete with us globally to provide business process services in each of the markets we serve. In addition, we must frequently compete with a client's own internal business process and information technology capabilities, which may constitute a fixed cost for the client. We compete primarily on the basis of technology, performance, price, quality, reliability, brand, distribution and customer service and support. Our success in future performance is largely dependent upon our ability to compete successfully in the markets we currently serve, to promptly and effectively react to changing technologies and customer expectations and to expand into additional market segments. To remain competitive, we must develop services and applications; periodically enhance our existing offerings; remain cost efficient; and attract and retain key personnel and management. If we are unable to compete successfully, we could lose market share and important customers to our competitors and that could materially adversely affect our results of operations and financial condition.

Our business is dependent on continued interest in outsourcing.

Our business and growth depend in large part on continued interest in outsourced business process services. Outsourcing means that an entity contracts with a third party, such as us, to provide business process services rather than perform such services in-house. There can be no assurance that this interest will continue, as organizations may elect to perform such services themselves and/or the business process outsourcing industry could move to an as-a-Service model, thereby eliminating traditional business process outsourcing tasks. A significant change in this interest in outsourcing could materially adversely affect our results of operations and financial condition. Additionally, there can be no assurance that our cross-selling efforts will cause clients to purchase additional services from us or adopt a single-source outsourcing approach.

Our profitability is dependent upon our ability to obtain adequate pricing for our services and to improve our cost structure.

Our success depends on our ability to obtain adequate pricing for our services that will provide a reasonable return to our shareholders. Depending on competitive market factors, future prices we obtain for our services may decline from previous levels. If we are unable to obtain adequate pricing for our services, it could materially adversely affect our results of operations and financial condition. In addition, our contracts are increasingly requiring tighter timelines for implementation as well as more stringent service level metrics. This makes the bidding process for new contracts much more difficult and requires us to adequately consider these requirements in the pricing of our services.

We regularly review our operations with a view towards reducing our cost structure, including, without limitation, reducing our employee base, exiting certain businesses, improving process and system efficiencies and outsourcing some internal functions. We from time to time engage in restructuring actions to reduce our cost structure. On January 29, 2016, Xerox announced a three-year strategic transformation program targeting cost savings across all segments, including the BPO Business. If we are unable to continue to maintain our cost base at or below the current level and maintain process and systems changes resulting from prior restructuring actions or to realize the expected cost reductions in the ongoing strategic transformation program, it could materially adversely affect our results of operations and financial condition.

In addition, in order to meet the service requirements of our customers, which often includes 24/7 service, and to optimize our employee cost base, including our back-office support, we often locate our delivery service and back-office support centers in lower-cost locations, including several developing countries. Concentrating our centers in these locations presents a number of operational risks, many of which are beyond our control, including the risks of political instability, natural disasters, safety and security risks, labor disruptions, excessive employee turnover and rising labor rates. Additionally, a change in the political environment in the United States or the adoption and enforcement of legislation and regulations curbing the use of such centers outside of the United States could materially adversely affect our results of operations and financial condition. These risks could impair our ability to effectively provide services to our customers and keep our costs aligned to our associated revenues and market requirements.

Our ability to sustain and improve profit margins is dependent on a number of factors, including our ability to continue to improve the cost efficiency of our operations through such programs as robotic process automation, to absorb the level of pricing pressures on our services through cost improvements and to successfully complete information technology initiatives. If any of these factors adversely materialize or if we are unable to achieve and maintain productivity improvements through restructuring actions or information technology initiatives, our ability to offset labor cost inflation and competitive price pressures would be impaired, each of which could materially adversely affect our results of operations and financial condition.

We may be subject to claims of infringement of third-party intellectual property rights which could adversely affect our results of operation and financial condition.

We rely heavily on the use of intellectual property. We do not own a significant portion of the software that we use to run our business; instead we license this software from a small number of primary vendors. If these vendors assert claims that we or our clients are infringing on their software or related intellectual property, we could incur substantial costs to defend these claims, which could materially adversely affect our results of operations and financial condition. In addition, if any of our vendors' infringement claims are ultimately successful, our vendors could require us to (i) cease selling or using products or services that incorporate the challenged software or technology, (ii) obtain a license or additional licenses from our vendors or (iii) redesign our services which rely on the challenged software or technology. In addition, we may be exposed to claims for monetary damages. If we are unsuccessful in defending an infringement claim and our vendors require us to initiate any of the above actions, or we are required to pay monetary damages, then such actions could materially adversely affect our results of operations and financial condition.

We are subject to laws of the United States and foreign jurisdictions relating to individually identifiable information and personal health information, and failure to comply with those laws, whether or not inadvertent, could subject us to legal actions and negatively impact our operations.

We receive, process, transmit and store information relating to identifiable individuals, both in our role as a service provider and as an employer. As a result, we are subject to numerous United States (both federal and state) and foreign jurisdiction laws and regulations designed to protect both individually identifiable information as well as personal health information, including the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the HIPAA regulations governing, among other things, the privacy, security and electronic transmission of individually identifiable health information, and the European Union Directive on Data Protection (Directive 95/46/EC). Other United States (both federal and state) and foreign jurisdiction laws apply to our processing of individually identifiable information and these laws have been subject to frequent changes, and new legislation in this area may be enacted at any time. For example, the recent invalidation of the U.S.-EU Safe Harbor regime will require us to implement alternative mechanisms in order for some of our data flows from Europe to the United States to comply with applicable law. Changes to existing laws, introduction of new laws in this area or failure to comply with existing laws that are applicable to us may subject us to, among other things, additional costs or changes to our business practices, liability for monetary damages, fines and/or criminal prosecution, unfavorable publicity, restrictions on our ability to obtain and process information and allegations by our customers and clients that we have not performed our contractual obligations, any of which could materially adversely affect our results of operations and financial condition.

We are subject to laws of the United States and foreign jurisdictions relating to processing certain financial transactions, including payment card transactions and debit or credit card transactions, and failure to comply with those laws, whether or not inadvertent, could subject us to legal actions and materially adversely affect our results of operations and financial condition.

We receive, process and implement financial transactions, and disburse funds, on behalf of both government and commercial customers. This activity includes receiving debit and credit card information to process payments due to our customers as well as disbursing funds on payment or debit cards to payees of our customers. As a result, we are subject to numerous United States (both federal and state) and foreign jurisdiction laws and regulations, including the Electronic Fund Transfer Act, as amended, the Currency and Foreign Transactions Reporting Act of 1970 (commonly known as the Bank Secrecy Act), as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (including the so-called Durbin Amendment), as amended, the Gramm-Leach-Bliley Act (also known as the Financial Modernization Act of 1999), as amended, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended. Other United States (both federal and state) and foreign jurisdiction laws apply to our processing of certain financial transactions and these laws have been subject to frequent changes, and new legislation in this area may be enacted at any time. Changes to existing laws, introduction of new laws in this area or failure to comply with existing laws that are applicable to us may subject us to, among other things, additional costs or changes to our business practices, liability for monetary damages, fines and/or criminal prosecution, unfavorable publicity, restrictions on our ability to process financial transactions and allegations by our customers and clients that we have not performed our contractual obligations, any of which could materially adversely affect our results of operations and financial condition.

We are subject to breaches of our security systems and service interruptions which could expose us to liability, impair our reputation or temporarily render us unable to fulfill our service obligations under our contracts.

We have implemented security systems, both directly and with third-party subcontractors and service providers, with the intent of maintaining both the physical security of our facilities and the data security of our customers', clients' and suppliers' confidential information and information related to identifiable individuals (including payment card and debit and credit card information and health information) against unauthorized access through our information systems or by other electronic transmission or through the misdirection, theft or loss of physical media. These include, for example, the appropriate encryption of information. Despite such efforts, we are subject to breach of security systems which may result in unauthorized access to our facilities and/or the information we are trying to protect. Because the techniques used to obtain unauthorized access are constantly changing and becoming increasingly more sophisticated and often are not recognized until launched against a target, we or our third-party service providers may be unable to anticipate these techniques or implement sufficient preventative measures. Additionally, with advances in computer capabilities and data protection requirements to address ongoing threats, we may be required to expend significant capital and other resources to protect against potential security breaches or to alleviate problems caused by security breaches. Moreover, employee error or malfeasance, faulty password management or other irregularities may result in a defeat of our or our third-party service providers' security measures and breach our or our third-party service providers' information systems (whether digital or otherwise).

If unauthorized parties gain physical access to one of our or one of our third-party service providers' facilities or electronic access to our or one of our third-party service providers' information systems or such information is misdirected, lost or stolen during transmission or transport, any theft or misuse of such information could result in, among other things, unfavorable publicity, governmental inquiry and oversight, difficulty in marketing our services, allegations by our customers and clients that we have not performed our contractual obligations, litigation by affected parties and possible financial obligations for damages related to the theft or misuse of such information, any of which could materially adversely affect our results of operations and financial condition. Moreover, a security breach could require us to devote significant management resources to address the problems created by the security breach and to expend significant additional resources to upgrade further the security measures that we employ to guard such important personal information against cyber attacks and other attempts to access such information and could result in a disruption of our operations. We also maintain various systems and data centers for our customers. Often these systems and data centers must be maintained worldwide and on a 24/7 basis. Although we endeavor to ensure that there is adequate backup and maintenance of these systems and centers, we could experience service interruptions that could result in curtailed operations and loss of customers, which could reduce our revenues and profits in addition to impairing our reputation. If our information systems and our back-up systems are damaged, breached or cease to function properly, we may have to make a significant investment to repair or replace them, and we may suffer interruptions in our operations in the interim, each of which could materially adversely affect our results of operations and financial condition.

Our ability to recover capital and other investments in connection with our contracts is subject to risk.

In order to attract and retain large outsourcing contracts, we sometimes make significant capital and other investments to enable us to perform our services under those contracts, such as purchases of information technology equipment, facility costs, labor resources and costs incurred to develop and implement software. The net book value of certain assets recorded, including a portion of our intangible assets, could be impaired, and our results of operations and financial condition could be materially adversely affected in the event of the early termination of all or a part of such a contract or a reduction in volumes and services thereunder for reasons such as a customer's or client's merger or acquisition, divestiture of assets or businesses, business failure or deterioration or a customer's or client's exercise of contract termination rights.

If we underestimate the scope of work or the costs of performance in our contracts, or we misperform our contracts, our results of operations and financial condition could be materially adversely affected.

In order to stay competitive in our industry, we must also keep pace with changing technologies and customer preferences. Many of our contracts require us to design, develop and implement new technological and operating systems for our customers. Many of these systems involve detailed and complex computer source code which must be created and integrated into a working system that meets contract specifications. The accounting for these contracts requires judgment relative to assessing risks, estimating contract revenues and costs and making assumptions for schedule and technical issues. To varying degrees, each contract type involves some risk that we could underestimate the costs and resources necessary to fulfill the contract. In each case, our failure to accurately estimate costs or the resources and technology needed to perform our contracts or to effectively manage and control our costs during the performance of our work could result, and in some instances has resulted, in reduced profits or in losses. In addition, in many of our contracts, we have complicated performance obligations, including, without limitation, designing and building new integrated computer systems or doing actuarial work for pension, medical and other plans with beneficiaries that can rely on future projection of obligations to determine appropriate levels of funding. These contracts carry potential financial penalties or could result in financial damages or exposures if we fail to properly perform those obligations and could result in our results of operations and financial condition being materially adversely affected.

If we are unable to collect our receivables for unbilled services, our results of operations and financial condition could be materially adversely affected.

The profitability of certain of our large contracts depends on our ability to successfully obtain payment from our clients of the amounts they owe us for work performed. Actual losses on client balances could differ from current estimates and, as a result, may require adjustment of our receivables for unbilled services. Our receivables include long-term contracts and over the course of a long-term contract, our customers' financial condition may change such that their ability to pay their obligations, and our ability to collect our fees for services rendered, is adversely affected. Additionally, we may perform work for the federal, state and local governments, with respect to which we must file requests for equitable adjustment or claims with the proper agency to seek recovery in whole or in part, for out-of-scope work directed or caused by the government customer in support of its project, and the amounts of such recoveries may not meet our expectations or cover our costs. Macroeconomic conditions could result in financial difficulties, including, without limitation, limited access to the credit markets, insolvency or bankruptcy, for our clients and, as a result, could cause clients to delay payments to us, request modifications to their payment arrangements that could increase our receivables balance or default on their payment obligations to us. Timely collection of client balances also depends on our ability to complete our contractual commitments (for example, achieve specified milestones in percentage-of-completion contracts) and bill and collect our contracted revenues. If we are unable to meet our contractual requirements, we might experience delays in collection of and/or be unable to collect our client balances, and if this occurs, our results of operations and cash flows could be adversely affected. In addition, if we experience an increase in the time to bill and collect for our services, our results of operations and financial condition could be materially adversely affected.

A decline in revenues from or a loss or failure of significant clients could materially adversely affect our results of operations and financial condition.

Our results of operations and financial condition could be materially adversely affected by the loss or failure of significant clients. Some of our clients are in business sectors which have experienced significant financial difficulties or consolidation, and/or the reduction of volumes or their inability to make payments to us, as a result of, among other things, their merger or acquisition, divestiture of assets or businesses, contract expiration, non-renewal or early termination (including termination for convenience) or business or financial failure or deterioration. Economic and political conditions could affect our clients' businesses and the markets they serve. A prolonged economic downturn or a negative or uncertain political climate could, or could continue to, adversely affect our clients' financial conditions and the level of business activity of our clients and the industries we serve, which may reduce our clients' demand for our services or depress pricing of those services and could materially adversely affect our results of operations and financial condition. In addition, we incur certain fixed costs related to providing our services to our clients. Therefore, the loss or failure of any one of our significant clients could leave us with a significantly higher level of fixed costs than is necessary for some period of time to serve our remaining clients, thereby materially adversely affecting our results of operations and financial condition.

We have non-recurring revenue, which subjects us to a risk that our revenues and cash flows from operations may fluctuate from period to period.

Revenue generated from our non-recurring services may fluctuate due to factors both within and outside of our control. Our mix of non-recurring and recurring revenues is impacted by acquisitions as well as growth in our non-recurring lines of business. There is less predictability and certainty in the timing and amount of revenues generated by our non-recurring services and, accordingly, our results of operations and financial condition could be materially adversely affected by the timing and amount of revenues generated from our non-recurring services.

The failure to obtain or maintain a satisfactory credit rating could adversely affect our liquidity, capital position, borrowing costs, access to capital markets and ability to post surety or performance bonds to support clients' contracts.

Our credit risk is expected to be evaluated by the major independent rating agencies. Once a credit rating is obtained, which we expect to be below investment grade, any future downgrades to such rating could negatively impact our ability to renew contracts with our existing clients, limit our ability to compete for new clients, result in increased premiums for surety or performance bonds to support our clients' contracts and/or result in a requirement that we provide collateral to secure our surety or performance bonds. Further, certain of our commercial outsourcing contracts provide that, in the event our credit ratings are downgraded to specified levels, the client may elect to terminate its contract with us and either pay a reduced termination fee or, in some limited instances, no termination fee. Such a credit rating downgrade could adversely affect these client relationships. Moreover, once a credit rating is obtained, there may be reductions thereof if we incur additional indebtedness. There can be no assurance that we will be able to maintain our credit ratings once established, and any additional actual or anticipated downgrades of our credit ratings, including any announcement that our ratings are under review for a downgrade, may have a negative impact on our liquidity, capital position and access to capital markets.

A failure to attract and retain key employees and members of our management team could materially adversely affect our results of operations and financial condition.

Our success depends on the skills, experience and performance of key employees and members of our management team. The competitive environment for employee and management talent in the business processing outsourcing industry could impact our ability to attract and retain key employees and management. Identifying, developing internally or hiring externally, training and retaining key employees and management is critical to our future. Our failure to successfully hire key employees and management or the loss of the services of key employees or members of management could materially adversely affect our results of operations and financial condition.

A failure to attract and retain necessary technical personnel and qualified subcontractors could materially adversely affect our results of operations and financial condition.

Because we operate in intensely competitive markets, our success depends to a significant extent upon our ability to attract, retain and motivate highly skilled and qualified technical personnel and to subcontract with qualified, competent subcontractors. If we fail to attract, train and retain sufficient numbers of qualified engineers, technical staff and sales and marketing representatives or are unable to contract with qualified, competent subcontractors, our results of operations and financial condition could be materially adversely affected. Experienced and capable personnel in the services industry remain in high demand, and there is continual competition for their talents. Additionally, we may be required to increase our hiring in geographic areas outside of the United States, which could subject us to increased geopolitical and exchange rate risk. The loss of any key technical employee or the loss of a key subcontractor relationship could materially adversely affect our results of operations and financial condition.

Increases in the cost of telephone and data services or significant interruptions in such services could materially adversely affect our results of operations and financial condition.

Our business is significantly dependent on telephone and data service provided by various local and long distance telephone and data service providers around the world. Accordingly, any disruption of these services could materially adversely affect our results of operations and financial condition. We have taken steps to mitigate our exposure to service disruptions by investing in redundant circuits, although there is no assurance that the redundant circuits would not also suffer disruption. Any inability to obtain telephone or data services at favorable rates could materially adversely affect our results of operations and financial condition. Where possible, we have entered into long-term contracts with various providers to mitigate short-term rate increases and fluctuations. There is no obligation, however, for the vendors to renew their contracts with us, or to offer the same or lower rates in the future, and such contracts are subject to termination or modification for various reasons outside of our control. A significant increase in the cost of telephone or data services that is not recoverable through an increase in the price of our services could materially adversely affect our results of operations and financial condition. In addition, a number of our facilities are located in jurisdictions outside of the United States where the provision of utility services, including electricity and water, may not be consistently reliable, and while there are backup systems in many of our operating facilities, an extended outage of utility or network services could materially adversely affect our results of operations and financial condition.

We may make acquisitions of businesses, engage in joint ventures or divest our non-core businesses. These strategic decisions, if taken, involve potential risks.

We regularly evaluate opportunities to improve our services through acquisitions of new businesses, investments in joint ventures with other businesses and divestitures of our non-core businesses. In pursuing acquisitions and joint ventures we may be unable to identify businesses or counterparties that complement our strategies, and even if we identify a business or a counterparty that complements our strategies, we may be unable to acquire such business or transact with such counterparty at a reasonable cost or upon acceptable terms and conditions. The full amount of anticipated benefits of any acquisition, joint venture or divestiture may not be realized on the expected timing or at all. Moreover, any acquisitions we undertake expose us to the risks that come with the incurrence of additional indebtedness and/or could result in dilutive effects on the issuance of additional equity securities. In addition, the actual integration of an acquired business may divert attention of management from operating the existing business and could result in additional and unforeseen expenses. We may fail to sustain the acquired businesses' quality of services that we have historically provided and key employees of the acquired business may leave after the acquisition.

Divestitures of our non-core businesses could have similar effects, including the loss of earnings of the divested business or operation. Failure to execute acquisitions, investments and divestitures in a satisfactory manner could materially adversely affect our results of operations and financial condition.

We will be a holding company and, therefore, may not be able to receive dividends or other payments in needed amounts from our subsidiaries.

Our principal assets are the shares of capital stock and indebtedness of our subsidiaries. We rely on dividends, interest and other payments from these subsidiaries to meet our obligations for paying principal and interest on outstanding debt obligations, paying corporate expenses and, if determined by our Board, paying dividends to shareholders and repurchasing common shares. Certain of our subsidiaries are subject to regulatory requirements of the jurisdictions in which they operate or other restrictions that may limit the amounts that these subsidiaries can pay in dividends or other payments to us. No assurance can be given that there will not be further changes in law, regulatory actions or other circumstances that could restrict the ability of our subsidiaries to pay dividends to us. In addition, due to differences in tax rates, repatriation of funds from certain countries into the United States could have unfavorable tax ramifications for us. Furthermore, no assurance can be given that our subsidiaries may be able to make timely payments to us in order for us to meet our obligations.

Our ability to obtain future contracts, or perform services under existing contracts, for certain government clients is dependent on our ability to maintain necessary security clearances.

Select U.S. and non-U.S. government clients require us to maintain security clearances for certain of our facilities used in the performance of classified contracts. Employees who perform under certain government contracts are required to possess appropriate personnel security clearances for access to classified information granted by the respective government. The competition for qualified personnel who possess security clearance is very strong in certain public sector markets. In the event that a government customer were to revoke the facility and/or personnel clearances of all or substantially all of the employees performing work under a classified contract, such revocation could be grounds for termination of the contract by the government customer and impede the ability to obtain future contracts. Similarly, if we are unable to hire sufficient qualified and cleared personnel to meet contractual commitments, a contract could be terminated for non-performance. Under either circumstance, such termination, depending on the contract value, could materially adversely affect our results of operations and financial condition.

Our results of operations and financial condition could be materially adversely affected by legal and regulatory matters.

We are potentially subject to various contingent liabilities that are not reflected on our balance sheet, including those arising as a result of being involved in a variety of claims, lawsuits, investigations and proceedings concerning: securities law; governmental entity contracting, servicing and procurement law; intellectual property law; environmental law; employment law; the Employee Retirement Income Security Act of 1974 (ERISA); and other laws and regulations, as discussed under Note 15—Contingencies and Litigation in our Combined Financial Statements included elsewhere in this Information Statement. Should developments in any of these matters cause a change in our determination as to an unfavorable outcome and result in the need to recognize a material accrual or materially increase an existing accrual, or should any of these matters result in a final adverse judgment or be settled for significant amounts above any existing accruals, it could materially adversely affect our results of operations and financial condition in the period or periods in which such change in determination, judgment or settlement occurs.

There can be no assurances as to the favorable outcome of any claim, lawsuit, investigation or proceeding. It is possible that a resolution of one or more such proceedings could require us to make substantial payments to satisfy judgments, fines or penalties or to settle claims or proceedings, any of which could materially adversely affect our results of operations and financial condition. These proceedings could also result in reputational harm, criminal sanctions, consent decrees or orders preventing us from offering certain services, requiring a change in our business practices in costly ways or requiring development of non-infringing or otherwise altered products or technologies. In addition, it can be very costly to defend litigation and these costs could materially adversely affect our results of operations and financial condition. See Note 15—Contingencies and Litigation to our Combined Financial Statements included elsewhere in this Information Statement.

Our results of operations and financial condition may be materially adversely affected by conditions abroad, including local economics, political environments, fluctuating foreign currencies and shifting regulatory schemes.

A portion of our revenues is generated from operations outside the United States. In addition, we maintain significant operations outside the United States. Our results of operations and financial condition could be materially adversely affected by changes in foreign currency exchange rates, as well as by a number of other factors, including, without limitation, changes in economic conditions from country to country, changes in a country’s political conditions, trade protection measures, licensing requirements, local tax issues, capitalization and other related legal matters. We generally hedge foreign currency denominated assets, liabilities and anticipated transactions primarily through the use of currency derivative contracts. The use of derivative contracts is intended to mitigate or reduce transactional level volatility in the results of foreign operations, but does not completely eliminate volatility. We do not hedge the translation effect of international revenues and expenses, which are denominated in currencies other than our U.S. parent functional currency, within our combined financial statements. If we are unable to effectively hedge these risks, our results of operations and financial condition could be materially adversely affected.

If we fail to successfully develop new service offerings, including new technology components, and protect our intellectual property rights, we may be unable to retain current customers and gain new customers and our revenues would decline.

The process of developing new service offerings, including new technology components, is inherently complex and uncertain. It requires accurate anticipation of customers’ changing needs and emerging technological trends. We must make long-term investments and commit significant resources before knowing whether these investments will eventually result in service offerings that achieve customer acceptance and generate the revenues required to provide desired returns. For example, establishing internal automation processes to help us develop new service offerings will require significant up-front costs and resources, which, if not monetized effectively, could materially adversely affect our revenues. In addition, some of our service offerings rely on technologies developed by and licensed from third parties. We may not be able to obtain or continue to obtain licenses and technologies from these third parties at all or on reasonable terms, or such third parties may demand cross-licenses to our intellectual property. It is also possible that our intellectual property rights could be challenged, invalidated or circumvented, allowing others to use our intellectual property to our competitive detriment. We also must ensure that all of our service offerings comply with both existing and newly enacted regulatory requirements in the countries in which they are sold. If we fail to accurately anticipate and meet our customers’ needs through the development of new service offerings (including technology components) or if we fail to adequately protect our intellectual property rights or if our new service offerings are not widely accepted or if our current or future service offerings fail to meet applicable worldwide regulatory requirements, we could lose market share and customers to our competitors and that could materially adversely affect our results of operations and financial condition.

Risks Relating to the Spin-Off

The Spin-Off could result in significant tax liability to Xerox and its shareholders.

Completion of the Spin-Off is conditioned on Xerox's receipt of a written opinion of Cravath, Swaine & Moore LLP to the effect that the Distribution should qualify for non-recognition of gain and loss under Section 355 of the Code and the receipt and continuing effectiveness and validity of the IRS Ruling.

The opinion of counsel will not address any U.S. state or local or foreign tax consequences of the Spin-Off. The opinion will assume that the Spin-Off will be completed according to the terms of the Separation and Distribution Agreement and will rely on the facts as stated in the Separation and Distribution Agreement, the Tax Matters Agreement, the other ancillary agreements, this Information Statement and a number of other documents as well as the continuing effectiveness and validity of the IRS Ruling. In addition, the opinion will be based on certain representations as to factual matters from, and certain covenants by, Xerox and us. The opinion cannot be relied on if any of the assumptions, representations or covenants is incorrect, incomplete or inaccurate or is violated in any material respect.

Xerox has received the IRS Ruling. The IRS Ruling relies on certain facts, assumptions, representations and undertakings from Xerox and us regarding the past and future conduct of Xerox's and our businesses and other matters. If any of these facts, assumptions, representations or undertakings is incorrect or not otherwise satisfied, Xerox may not be able to rely on the IRS Ruling. In addition, the IRS ruling is not a comprehensive ruling from the IRS regarding all aspects of the U.S. federal income tax consequences of the transactions.

Accordingly, notwithstanding the opinion of counsel and the IRS Ruling, there can be no assurance that the IRS will not assert, or that a court would not sustain, a contrary position.

If the Distribution were determined not to qualify for non-recognition of gain and loss for U.S. federal income tax purposes, U.S. Holders could be subject to tax. In this case, each U.S. Holder who receives our common stock in the Distribution would generally, for U.S. federal income tax purposes, be treated as receiving a distribution in an amount equal to the fair market value of our common stock received, which would generally result in (i) a taxable dividend to the U.S. Holder to the extent of that U.S. Holder's pro rata share of Xerox's current and accumulated earnings and profits; (ii) a reduction in the U.S. Holder's basis (but not below zero) in Xerox common stock to the extent the amount received exceeds the shareholder's share of Xerox's earnings and profits; and (iii) a taxable gain from the exchange of Xerox common stock to the extent the amount received exceeds the sum of the U.S. Holder's share of Xerox's earnings and profits and the U.S. Holder's basis in its Xerox common stock. See below and "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off."

We could have an indemnification obligation to Xerox if the Distribution were determined not to qualify for non-recognition treatment, which could materially adversely affect our results of operations and financial condition.

If it were determined that the Distribution did not qualify for non-recognition of gain and loss under Section 355 of the Code, we could, under certain circumstances, be required to indemnify Xerox for the resulting taxes and related expenses. Any such indemnification obligation could materially adversely affect our results of operations and financial condition. For a description of such indemnification obligation, see "Certain Relationships and Related Party Transactions—Agreements with Xerox—Tax Matters Agreement."

In addition, Section 355(e) of the Code generally creates a presumption that the Distribution would be taxable to Xerox, but not to shareholders, if we or our shareholders were to engage in transactions that result in a

50% or greater change by vote or value in the ownership of our stock during the four-year period beginning on the date that begins two years before the date of the Distribution, unless it were established that such transactions and the Distribution were not part of a plan or series of related transactions giving effect to such a change in ownership. If the Distribution were taxable to Xerox due to such a 50% or greater change in ownership of our stock, Xerox would recognize gain equal to the excess of the fair market value of our common stock distributed to Xerox shareholders over Xerox's tax basis in our common stock and we generally would be required to indemnify Xerox for the tax on such gain and related expenses. Any such indemnification obligation could materially adversely affect our results of operations and financial condition. See "Certain Relationships and Related Party Transactions—Agreements with Xerox—Tax Matters Agreement."

We intend to agree to numerous restrictions to preserve the non-recognition treatment of the Distribution, which may reduce our strategic and operating flexibility.

We intend to agree in the Tax Matters Agreement to covenants and indemnification obligations that address compliance with Section 355 of the Code. These covenants and indemnification obligations may limit our ability to pursue strategic transactions or engage in new businesses or other transactions that may otherwise maximize the value of our business, and might discourage or delay a strategic transaction that our shareholders may consider favorable. See "Certain Relationships and Related Party Transactions—Agreements with Xerox—Tax Matters Agreement."

We may be unable to achieve some or all of the benefits that we expect to achieve from the Spin-Off.

We believe that, as an independent, publicly traded company, we will be able to, among other things, design and implement corporate strategies and policies that are targeted to our business, better focus our financial and operational resources on our specific business, create effective incentives for our management and employees that are more closely tied to our business performance, provide investors more flexibility and enable us to achieve alignment with a more natural shareholder base and implement and maintain a capital structure designed to meet our specific needs. However, by separating from Xerox, we may be more susceptible to market fluctuations and other adverse events. As an independent entity, we will have an arm's-length relationship with Xerox and we may not be able to obtain supplies from Xerox on terms as favorable to us as those we had as a wholly owned subsidiary of Xerox prior to the Spin-Off. As a smaller, independent company, Conduent will have a narrower business focus and may be more vulnerable to changing market conditions as well as the risk of takeover by third parties. In addition, we may be unable to achieve some or all of the benefits that we expect to achieve as an independent company in the time we expect, if at all. Furthermore, Xerox currently guarantees our and our subsidiaries' performance under certain services contracts and real estate leases. Following the Spin-Off, we expect that Conduent will provide such performance guarantees, and we may be unable to retain or renew such contracts on terms and conditions as favorable to us as those currently in effect. A loss of such services contracts or real estate leases or a failure to renew such contracts or leases on favorable terms and conditions could materially adversely affect our results of operations and financial condition. The completion of the Spin-Off will also require significant amounts of our management's time and effort, which may divert management's attention from operating and growing our business. If we fail to achieve some or all of the benefits that we expect to achieve as an independent company, or do not achieve them in the time we expect, our results of operations and financial condition could be materially adversely affected.

We may be unable to make, on a timely or cost-effective basis, the changes necessary to operate as an independent, publicly traded company, and we may experience increased costs after the Spin-Off.

We have historically operated as part of Xerox's corporate organization, and Xerox has provided us with various corporate functions. Following the Spin-Off, Xerox will have no obligation to provide us with assistance other than the transition services described under "Certain Relationships and Related Party Transactions—Transition Services Agreement." These services do not include every service that we have received from Xerox in the past, and Xerox is only obligated to provide these services for limited periods following completion of the Spin-Off. Accordingly, following the Spin-Off, we will need to provide internally or obtain from unaffiliated third parties the services we currently receive from Xerox. These services include senior management, legal, human resources, finance and accounting, treasury, information technology, marketing and communications, internal audit and other shared services, the effective and appropriate performance of which are critical to our operations. We may be unable to replace these services in a timely manner or on terms and conditions as favorable as those we receive from Xerox. Because our business has most recently operated as part of the wider Xerox organization, we may be unable to successfully establish the infrastructure or implement the changes necessary to operate independently, or may incur additional costs that could adversely affect our business. If we fail to obtain the quality of services necessary to operate effectively or incur greater costs in obtaining these services, our results of operations and financial condition could be materially adversely affected.

We have no recent operating history as an independent, publicly traded company, and our historical and pro forma financial data are not necessarily representative of the results we would have achieved as an independent, publicly traded company and may not be a reliable indicator of our future results.

We derived the historical financial data included in this Information Statement from Xerox's consolidated financial statements, and these data do not necessarily reflect the results of operations and financial condition we would have achieved as an independent, publicly traded company during the periods presented, or those that we will achieve in the future. This is primarily because of the following factors:

- Prior to the Spin-Off, we operated as part of Xerox's broader corporate organization and Xerox performed various corporate functions for us, including, but not limited to, senior management, legal, human resources, finance and accounting, treasury, information technology, marketing and communications, internal audit and other shared services. Our historical financial data reflect allocations of corporate expenses from Xerox for these and similar functions. These allocations may not reflect the costs we will incur for similar services in the future as an independent, publicly traded company.
- We will enter into transactions with Xerox that did not exist prior to the Spin-Off, such as Xerox's provision of transition services, which will cause us to incur new costs.
- Our historical financial data do not reflect changes that we expect to experience in the future as a result of our separation from Xerox. As part of Xerox, we enjoyed certain benefits from Xerox's operating diversity, size, purchasing power, credit rating, borrowing leverage and available capital for investments, and we will lose these benefits after the Spin-Off. Many of our services contracts, particularly those for our transportation service offerings in our Public Sector business, require significant capital investments, and after the Spin-Off, we may not have access to the capital (from both internal and external sources) necessary to fund these services contracts. As an independent entity, we may be unable to purchase goods, services and technologies, such as insurance and health care benefits and computer software licenses, or access capital markets on terms as favorable to us as those we obtained as part of Xerox prior to the Spin-Off.

Following the Spin-Off, we will also be responsible for the additional costs associated with being an independent, publicly traded company, including costs related to corporate governance, investor and public relations and public reporting. For additional information about our past financial performance and the basis of presentation of our financial statements, see "Selected Historical Financial Data," "Unaudited Pro Forma Financial Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical financial statements and the notes thereto included elsewhere in this Information Statement.

Some of the contracts to be transferred or assigned to us in connection with the Internal Transactions and Distribution contain provisions that require the consent of a third party to the Internal Transactions, the Distribution or both. Failure to obtain such consents on commercially reasonable and satisfactory terms may impair our entitlement to the benefit of these contracts in the future.

We expect to incur new indebtedness concurrently with or prior to the Distribution, and the degree to which we will be leveraged following completion of the Distribution could materially adversely affect our results of operations and financial condition.

In connection with the Spin-Off, we expect to incur additional borrowings in order to redistribute debt between us and Xerox, such that we will have a total principal amount of debt of approximately $2,250 million immediately following the separation ($2,200 million of new borrowings plus approximately $50 million of existing debt). Approximately $1,905 million of the proceeds of the new borrowings will be transferred to Xerox prior to the consummation of the Spin-Off. We have historically relied upon Xerox for working capital requirements, including in connection with our previous acquisitions. After the Distribution, we will not be able to rely on the earnings, assets or cash flow of Xerox and Xerox will not provide funds to finance our working capital or other cash requirements. As a result, after the Distribution, we will be responsible for servicing our own debt and obtaining and maintaining sufficient working capital and other funds to satisfy our cash requirements. After the Spin-Off, our access to and cost of debt financing will be different from the historical access to and cost of debt financing under Xerox. Differences in access to and cost of debt financing may result in differences in the interest rate charged to us on financings, as well as the amount of indebtedness, types of financing structures and debt markets that may be available to us.

Our ability to make payments on and to refinance our indebtedness, including the debt incurred in connection with the Spin-Off, as well as any future debt that we may incur, will depend on our ability to generate cash in the future from operations, financings or asset sales. Our ability to generate cash is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

The terms of the new indebtedness we expect to incur concurrently with or prior to the Distribution will restrict our current and future operations, particularly our ability to incur debt that we may need to fund initiatives in response to changes in our business, the industries in which we operate, the economy and governmental regulations.

We expect that the terms of the indebtedness we expect to incur concurrently with or prior to the Distribution will include a number of restrictive covenants that impose significant operating and financial restrictions on us and our subsidiaries and limit our ability to engage in actions that may be in our long-term best interests. These may restrict our and our subsidiaries' ability to take some or all of the following actions:

- incur or guarantee additional indebtedness or sell disqualified or preferred stock;
- pay dividends on, make distributions in respect of, repurchase or redeem, capital stock;
- make investments or acquisitions;
- sell, transfer or otherwise dispose of certain assets, including accounts receivable;
- create liens;
- enter into sale/leaseback transactions;
- enter into agreements restricting the ability to pay dividends or make other intercompany transfers;
- consolidate, merge, sell or otherwise dispose of all or substantially all of our or our subsidiaries' assets;
- enter into transactions with affiliates;
- prepay, repurchase or redeem certain kinds of indebtedness;
- issue or sell stock of our subsidiaries; and/or
- significantly change the nature of our business.

As a result of all of these restrictions, we may be:

- limited in how we conduct our business and pursue our strategy;

- unable to raise additional debt financing to operate during general economic or business downturns; or
- unable to compete effectively or to take advantage of new business opportunities.

A breach of any of these covenants, if applicable, could result in an event of default under the terms of this indebtedness. If an event of default occurs, the lenders would have the right to accelerate the repayment of such debt and the event of default or acceleration may result in the acceleration of the repayment of any other of our debt to which a cross-default or cross-acceleration provision applies. Furthermore, the lenders of this indebtedness may require that we pledge our assets as collateral as security for our repayment obligations. If we were unable to repay any amount of this indebtedness when due and payable, the lenders could proceed against the collateral that secures this indebtedness. In the event our creditors accelerate the repayment of our borrowings, we may not have sufficient assets to repay such indebtedness, which could materially adversely affect our results of operations and financial condition.

As part of Xerox, we currently receive favorable terms and prices from existing third-party vendors that we source products and services from based on the full purchasing power of Xerox. Following the Spin-Off, we will be a smaller company and may experience increased costs resulting from a decrease in purchasing power.

Prior to the Spin-Off, we have been able to take advantage of Xerox's size and purchasing power in sourcing products and services from third-party vendors. Following the Spin-Off, we will be a smaller company and are unlikely to have the same purchasing power that we had as part of Xerox. Although we are seeking to expand our direct purchasing relationships with many of our most important third-party vendors, we may be unable to obtain products and services at prices and on terms as favorable as those available to us prior to the separation, which could increase our costs and reduce our profitability.

We may have been able to receive better terms from unaffiliated third parties than the terms we receive in our agreements with Xerox.

We will enter into agreements with Xerox related to our separation from Xerox, including the Separation and Distribution Agreement, Transition Services Agreement, Tax Matters Agreement, Employee Matters Agreement and any other agreements, while we are still part of Xerox. Accordingly, these agreements may not reflect terms that would have resulted from arm's-length negotiations among unaffiliated third parties. The terms of these agreements will relate to, among other things, allocations of assets, liabilities, rights, indemnifications and other obligations between Xerox and us. We may have received better terms from third parties. See "Certain Relationships and Related Party Transactions—Agreements with Xerox."

Risks Relating to Our Common Stock and the Securities Market

No market for our common stock currently exists and an active trading market may not develop or be sustained after the Spin-Off. Following the Spin-Off, our stock price may fluctuate significantly.

There is currently no public market for our common stock. We intend to apply to list our common stock on the New York Stock Exchange. We anticipate that before the Distribution Date, trading of shares of our common stock will begin on a "when-issued" basis and this trading will continue up to and including the Distribution Date. However, an active trading market for our common stock may not develop as a result of the Spin-Off or may not be sustained in the future. The lack of an active market may make it more difficult for shareholders to sell our shares and could lead to our share price being depressed or volatile.

We cannot predict the prices at which our common stock may trade after the Spin-Off. The market price of our common stock may fluctuate widely, depending on many factors, some of which may be beyond our control, including:

- actual or anticipated fluctuations in our results of operations or financial condition due to factors related to our business;
- success or failure of our business strategies;

- our quarterly or annual earnings, or those of other companies in our industry;
- our level of indebtedness, our ability to make payments on or service our indebtedness and our ability to obtain financing as needed;
- changes in accounting standards, policies, guidance, interpretations or principles;
- the failure of securities analysts to cover our common stock after the Spin-Off;
- changes in earnings estimates by securities analysts or our ability to meet those estimates;
- the operating and stock price performance of other comparable companies;
- investor perception of our company and the business process outsourcing industry;
- overall market fluctuations;
- results from any material litigation or government investigation;
- changes in laws and regulations (including tax laws and regulations) affecting our business;
- changes in capital gains taxes and taxes on dividends affecting shareholders; and
- general economic conditions and other external factors.

Furthermore, our business profile and market capitalization may not fit the investment objectives of some Xerox shareholders and, as a result, those Xerox shareholders may sell their shares of our common stock after the Distribution. See "—Substantial sales of our common stock may occur in connection with the Spin-Off, which could cause our stock price to decline." Low trading volume for our stock, which may occur if an active trading market does not develop, among other reasons, would amplify the effect of the above factors on our stock price volatility.

Stock markets in general have experienced volatility that has often been unrelated to the operating performance of a particular company. These broad market fluctuations could adversely affect the trading price of our common stock.

Substantial sales of our common stock may occur in connection with the Spin-Off, which could cause our stock price to decline.

Xerox shareholders receiving shares of our common stock in the Distribution generally may sell those shares immediately in the public market. It is likely that some Xerox shareholders, including some of its larger shareholders, will sell their shares of our common stock received in the Distribution if, for reasons such as our business profile or market capitalization as an independent company, we do not fit their investment objectives, or—in the case of index funds—we are not a participant in the index in which they are investing. The sales of significant amounts of our common stock, or the perception in the market that this will occur, may decrease the market price of our common stock.

We do not anticipate paying any dividends on our common stock for the foreseeable future, and as a result, your only opportunity to achieve a return on your investment is if the price of our common stock appreciates.

We do not anticipate paying any dividends on our common stock for the foreseeable future. We intend to retain future earnings for use in the operation of our business and to fund future growth. Following the Spin-Off, the timing, declaration, amount and payment of future dividends, if any, to shareholders will fall within the discretion of our Board. Our Board's decisions regarding the payment of future dividends, if any, will depend on many factors, including our financial condition, earnings, capital requirements of our business and covenants associated with debt obligations, as well as legal requirements, regulatory constraints, industry practice and other factors that our Board deems relevant. As a result, capital appreciation, if any, of our common stock will be your sole source of potential gain for the foreseeable future.

Your percentage ownership in Conduent may be diluted in the future.

Your percentage ownership in Conduent may be diluted in the future because of equity awards that we expect to grant to our directors, officers and other employees. Prior to completion of the Spin-Off, we expect to approve an incentive plan that will provide for the grant of common stock-based equity awards to our directors, officers and other employees. In addition, we may issue equity as all or part of the consideration paid for acquisitions and strategic investments that we may make in the future or as necessary to finance our ongoing operations.

Certain provisions in our Restated Certificate of Incorporation and in our Amended and Restated By-Laws and New York law may discourage takeovers.

Several provisions of our Restated Certificate of Incorporation, Amended and Restated By-Laws and New York law may discourage, delay or prevent a merger or acquisition that is opposed by our Board. These include provisions that:

- permit us to issue blank check preferred stock as more fully described under "Description of Our Capital Stock—Certain Provisions of New York Law, Our Restated Certificate of Incorporation and Amended and Restated By-Laws";
- provide that only the Chairman of the Board, the Board or the Secretary, at the request of the holders of record of not less than 20% of the outstanding shares of the common stock of Conduent will be able to call a special meeting of shareholders;
- establish advance notice requirements for shareholder nominations and proposals; and
- limit our ability to enter into business combination transactions with certain stockholders.

These and other provisions of our Restated Certificate of Incorporation, Amended and Restated By-Laws and New York law may discourage, delay or prevent certain types of transactions involving an actual or a threatened acquisition or change in control of Conduent, including unsolicited takeover attempts, even though the transaction may offer our shareholders the opportunity to sell their shares of our common stock at a price above the prevailing market price. See "Description of Our Capital Stock—Certain Provisions of New York Law, Our Restated Certificate of Incorporation and Amended and Restated By-Laws" for more information.

Our Restated Certificate of Incorporation will designate the state and federal courts located in New York County in the State of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our shareholders, which could limit our shareholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or other employees.

Our Restated Certificate of Incorporation will provide that unless we consent in writing to the selection of an alternative forum, any state or federal court located in New York County in the State of New York will be the sole and exclusive forum for (i) any derivative action or proceeding purportedly brought on behalf of Conduent, (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer or other employee or shareholder of the Conduent to Conduent or Conduent's shareholders, (iii) any action or proceeding asserting a claim arising pursuant to any provision of the Business Corporation Law of the State of New York or Conduent's Certificate of Incorporation or Conduent's By-Laws (with respect to each, as may be amended from time to time), or (iv) any action or proceeding asserting a claim otherwise governed by the internal affairs doctrine. Any person holding, purchasing or otherwise acquiring any interest in shares of capital stock of Conduent will be deemed to have notice of and consented to this provision and deemed to have waived any argument relating to the inconvenience of the forum in connection with any action or proceeding described in this provision. This provision may limit a shareholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits. Alternatively, if a court were to find this provision of our Restated Certificate of Incorporation inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This Information Statement contains “forward-looking statements” that involve risks and uncertainties. These statements can be identified by the fact that they do not relate strictly to historical or current facts, but rather are based on current expectations, estimates, assumptions and projections about the business process outsourcing industry and our business and financial results. Forward-looking statements often include words such as “anticipates,” “estimates,” “expects,” “projects,” “intends,” “plans,” “believes” and words and terms of similar substance in connection with discussions of future operating or financial performance. As with any projection or forecast, forward-looking statements are inherently susceptible to uncertainty and changes in circumstances. Our actual results may vary materially from those expressed or implied in our forward-looking statements. Accordingly, undue reliance should not be placed on any forward-looking statement made by us or on our behalf. Important factors that could cause our actual results to differ materially from those in our forward-looking statements include government regulation, economic, strategic, political and social conditions and the following factors, among others:

- competitive pressures;
- changes in interest in outsourced business process services;
- our ability to obtain adequate pricing for our services and to improve our cost structure;
- the effects of any acquisitions, joint ventures and divestitures by us;
- our ability to attract and retain key employees;
- our ability to attract and retain necessary technical personnel and qualified subcontractors;
- a decline in revenues from or a loss or failure of significant clients;
- our ability to estimate the scope of work or the costs of performance in our contracts;
- the failure to comply with laws relating to individually identifiable information and personal health information and laws relating to processing certain financial transactions, including payment card transactions and debit or credit card transactions;
- our ability to deliver on our contractual obligations properly and on time;
- our ability to renew commercial and government contracts awarded through competitive bidding processes;
- increases in the cost of telephone and data services or significant interruptions in such services;
- changes in tax and other laws and regulations;
- changes in U.S. GAAP or other applicable accounting policies; and
- the other risks and uncertainties detailed in the section titled “Risk Factors.”

Any forward-looking statements made by us in this Information Statement speak only as of the date on which they are made. We are under no obligation to, and expressly disclaim any obligation to, update or alter our forward-looking statements, whether as a result of new information, subsequent events or otherwise.

THE SPIN-OFF

Background

On January 29, 2016, Xerox announced plans for the complete legal and structural separation of the BPO Business from Xerox. To effect the separation, Xerox is undertaking the Internal Transactions described under "Certain Relationships and Related Party Transactions—Agreements with Xerox—Separation and Distribution Agreement."

Following the Internal Transactions, Xerox will distribute all of its equity interest in us, consisting of all of the outstanding shares of our common stock, to holders of Xerox's common stock on a pro rata basis. Following the Spin-Off, Xerox will not own any equity interest in us, and we will operate independently from Xerox. No approval of Xerox's shareholders is required in connection with the Spin-Off, and Xerox's shareholders will not have any appraisal rights in connection with the Spin-Off.

Completion of the Spin-Off is subject to the satisfaction, or the Xerox Board's waiver, of a number of conditions. In addition, Xerox has the right not to complete the Spin-Off if, at any time, the Xerox Board determines, in its sole and absolute discretion, that the Spin-Off is not in the best interests of Xerox or its shareholders or is otherwise not advisable. For a more detailed description, see "—Conditions to the Spin-Off."

Reasons for the Spin-Off

In October 2015, the Xerox Board authorized a review of Xerox's business portfolio and capital allocation options, with the goal of enhancing shareholder value. In reaching the decision to create two independent public companies, Xerox considered a range of potential structural alternatives and concluded that the creation of two independent public companies is the most attractive alternative for enhancing shareholder value. As part of this evaluation, Xerox considered a number of factors, including the strategic clarity and flexibility for Xerox and Conduent after the Spin-Off, the ability of Conduent to compete and operate efficiently and effectively (including Conduent's ability to retain and attract management talent) after the Spin-Off, the financial profile of Conduent and the potential reaction of investors.

As a result of this evaluation, Xerox determined that proceeding with the Spin-Off would be in the best interests of Xerox and its shareholders. Xerox considered the following potential benefits of this approach:

- ***Enhanced Strategic and Operational Focus***. Following the Spin-Off, Xerox and Conduent will each have a more focused business and be better able to dedicate financial, management and other resources to leverage its areas of strength and differentiation. Each company will pursue appropriate growth opportunities and execute strategic plans best suited to address the distinct market trends and opportunities for its business. Conduent plans to focus on leadership in attractive market segments, invest selectively in growth areas, ensure continued operational discipline and capture transformative productivity.
- ***Simplified Organizational Structure and Resources***. The Spin-Off will allow the management of each of Xerox and Conduent to devote its time and attention to the development and implementation of corporate strategies and policies that are based primarily on the specific business characteristics of their respective companies. Each company will be able to adapt faster to clients' changing needs, address specific market dynamics, target innovation and investments in select growth areas and accelerate decision-making processes.
- ***Distinct and Clear Financial Profiles and Compelling Investment Cases***. Investment in one or the other company may appeal to investors with different goals, interests and concerns. The Spin-Off will allow investors to make independent investment decisions with respect to Xerox and Conduent and may result in greater alignment between the interests of Conduent's shareholder base and the characteristics of Conduent's business, capital structure and financial results.

- ***Performance Incentives***. The Spin-Off will enable Conduent to create incentives for its management and employees that are more closely tied to its business performance and shareholder expectations. Conduent's equity-based compensation arrangements will more closely align the interests of Conduent's management and employees with the interests of its shareholders and should increase Conduent's ability to attract and retain personnel.
- ***Capital Structure***. The Spin-Off will enable each of Xerox and Conduent to leverage its distinct growth profile and cash flow characteristics to optimize its capital structure and capital allocation strategy.

In determining whether to effect the Spin-Off, Xerox considered the costs and risks associated with the transaction, including the costs associated with preparing Conduent to become an independent, publicly traded company, the risk of volatility in our stock price immediately following the Spin-Off due to sales by Xerox's shareholders whose investment objectives may not be met by our common stock, the time it may take for us to attract our optimal shareholder base, the possibility of disruptions in our business as a result of the Spin-Off, the risk that the combined trading prices of our common stock and Xerox's common stock after the Spin-Off may drop below the trading price of Xerox's common stock before the Spin-Off and the loss of synergies and scale from operating as one company. Notwithstanding these costs and risks, taking into account the factors discussed above, Xerox determined that the Spin-Off provided the best opportunity to achieve the above benefits and enhance shareholder value.

When and How You Will Receive Conduent Shares

Xerox will distribute to its shareholders, as a pro rata dividend,   shares of our common stock for every   shares of Xerox common stock outstanding as of   , 2016, the Record Date of the Distribution.

Prior to the Distribution, Xerox will deliver all of the issued and outstanding shares of our common stock to the distribution agent. Computershare Trust Company, N.A. will serve as distribution agent in connection with the Distribution and as transfer agent and registrar for our common stock.

If you own Xerox common stock as of the close of business on   , 2016, the shares of our common stock that you are entitled to receive in the Distribution will be issued to your account as follows:

- *Registered shareholders*. If you own your shares of Xerox common stock directly through Xerox's transfer agent, Computershare Trust Company, N.A., you are a registered shareholder. In this case, the distribution agent will credit the whole shares of our common stock you receive in the Distribution by way of direct registration in book-entry form to a new account with our transfer agent. Registration in book-entry form refers to a method of recording share ownership where no physical stock certificates are issued to shareholders, as is the case in the Distribution. You will be able to access information regarding your book-entry account holding the Conduent shares at www.computershare.com/investor or by calling 800-446-2617.

  Commencing on or shortly after the Distribution Date, the distribution agent will mail to you an account statement that indicates the number of whole shares of our common stock that have been registered in book-entry form in your name. We expect it will take the distribution agent up to two weeks after the Distribution Date to complete the distribution of the shares of our common stock and mail statements of holding to all registered shareholders.
- "*Street name*" *or beneficial shareholders*. If you own your shares of Xerox common stock beneficially through a bank, broker or other nominee, the bank, broker or other nominee holds the shares in "street name" and records your ownership on its books. In this case, your bank, broker or other nominee will credit your account with the whole shares of our common stock that you receive in the Distribution on or shortly after the Distribution Date. We encourage you to contact your bank, broker or other nominee if you have any questions concerning the mechanics of having shares held in "street name."

If you sell any of your shares of Xerox common stock on or before the Distribution Date, the buyer of those shares may in some circumstances be entitled to receive the shares of our common stock to be distributed in respect of the Xerox shares you sold. See "—Trading Prior to the Distribution Date" for more information.

We are not asking Xerox shareholders to take any action in connection with the Spin-Off. We are not asking you for a proxy and request that you not send us a proxy. We are also not asking you to make any payment or surrender or exchange any of your shares of Xerox common stock for shares of our common stock. The number of outstanding shares of Xerox common stock will not change as a result of the Spin-Off.

Number of Shares You Will Receive

On the Distribution Date, you will receive shares of our common stock for every shares of Xerox common stock you owned as of the Record Date.

Treatment of Fractional Shares

The distribution agent will not distribute any fractional shares of our common stock in connection with the Spin-Off. Instead, the distribution agent will aggregate all fractional shares into whole shares and sell the whole shares in the open market at prevailing market prices on behalf of Xerox shareholders entitled to receive a fractional share. The distribution agent will then distribute the aggregate cash proceeds of the sales, net of brokerage fees and other costs, pro rata to these holders (net of any required withholding for taxes applicable to each holder). We anticipate that the distribution agent will make these sales in the "when-issued" market, and "when-issued" trades will generally settle within four trading days following the Distribution Date. See "—Trading Prior to the Distribution Date" for additional information regarding "when-issued" trading. The distribution agent will, in its sole discretion, without any influence by Xerox or us, determine when, how, through which broker-dealer and at what price to sell the whole shares. The distribution agent is not, and any broker-dealer used by the distribution agent will not be, an affiliate of either Xerox or us.

The distribution agent will send to each registered holder of Xerox common stock entitled to a fractional share a check in the cash amount deliverable in lieu of that holder's fractional share as soon as practicable following the Distribution Date. We expect the distribution agent to take about two weeks after the Distribution Date to complete the distribution of cash in lieu of fractional shares to Xerox shareholders. If you hold your shares through a bank, broker or other nominee, your bank, broker or nominee will receive, on your behalf, your pro rata share of the aggregate net cash proceeds of the sales. No interest will be paid on any cash you receive in lieu of a fractional share. The cash you receive in lieu of a fractional share will generally be taxable to you for U.S. federal income tax purposes. See "—Material U.S. Federal Income Tax Consequences of the Spin-Off" below for more information.

Material U.S. Federal Income Tax Consequences of the Spin-Off

Consequences to U.S. Holders of Xerox Common Stock

The following is a summary of the material U.S. federal income tax consequences to holders of Xerox common stock in connection with the Distribution. This summary is based on the Code, the Treasury Regulations promulgated under the Code and judicial and administrative interpretations of those laws, in each case as in effect and available as of the date of this Information Statement and all of which are subject to change at any time, possibly with retroactive effect. Any such change could affect the tax consequences described below.

This summary is limited to holders of Xerox common stock that are U.S. Holders, as defined immediately below, that hold their Xerox common stock as a capital asset. A "U.S. Holder" is a beneficial owner of Xerox common stock that is, for U.S. federal income tax purposes:

- an individual who is a citizen or a resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized under the laws of the United States or any state thereof or the District of Columbia;

- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (i) a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have the authority to control all of its substantial decisions or (ii) in the case of a trust that was treated as a domestic trust under law in effect before 1997, a valid election is in place under applicable Treasury Regulations.

This summary does not discuss all tax considerations that may be relevant to shareholders in light of their particular circumstances, nor does it address the consequences to shareholders subject to special treatment under the U.S. federal income tax laws, such as:

- dealers or traders in securities or currencies;
- tax-exempt entities;
- banks, financial institutions or insurance companies;
- real estate investment trusts, regulated investment companies or grantor trusts;
- persons who acquired Xerox common stock pursuant to the exercise of employee stock options or otherwise as compensation;
- shareholders who own, or are deemed to own, 10% or more, by voting power or value, of Xerox equity;
- shareholders owning Xerox common stock as part of a position in a straddle or as part of a hedging, conversion or other risk reduction transaction for U.S. federal income tax purposes;
- certain former citizens or long-term residents of the United States;
- shareholders who are subject to the alternative minimum tax;
- persons who own Xerox common stock through partnerships or other pass-through entities; or
- persons who hold Xerox common stock through a tax-qualified retirement plan.

This summary does not address any U.S. state or local or foreign tax consequences or any estate, gift or other non-income tax consequences.

If a partnership, or any other entity treated as a partnership for U.S. federal income tax purposes, holds Xerox common stock, the tax treatment of a partner in that partnership will generally depend on the status of the partner and the activities of the partnership. Such a partner or partnership is urged to consult its own tax advisor as to its tax consequences.

YOU ARE URGED TO CONSULT YOUR OWN TAX ADVISOR WITH RESPECT TO THE U.S. FEDERAL, STATE AND LOCAL AND FOREIGN TAX CONSEQUENCES OF THE DISTRIBUTION.

General

Completion of the Spin-Off is conditioned upon Xerox's receipt of a written opinion of Cravath, Swaine & Moore LLP, counsel to Xerox, to the effect that the Distribution should qualify for nonrecognition of gain and loss under Section 355 of the Code and upon the receipt and continuing effectiveness and validity of the IRS Ruling. If the Distribution qualifies for this treatment and subject to the qualifications and limitations set forth herein (including the discussion below relating to the receipt of cash in lieu of fractional shares), for U.S. federal income tax purposes:

- no gain or loss should be recognized by, or be includible in the income of, a U.S. Holder as a result of the Distribution, except with respect to any cash received in lieu of fractional shares;

- the aggregate tax basis of the Xerox common stock and our common stock held by each U.S. Holder immediately after the Distribution should be the same as the aggregate tax basis of the Xerox common stock held by the U.S. Holder immediately before the Distribution, allocated between the Xerox common stock and our common stock in proportion to their relative fair market values on the date of the Distribution (subject to reduction upon the deemed sale of any fractional shares, as described below); and
- the holding period of our common stock received by each U.S. Holder should include the holding period of its Xerox common stock, *provided* that such Xerox common stock is held as a capital asset on the date of the Distribution.

U.S. Holders that have acquired different blocks of Xerox common stock at different times or at different prices are urged to consult their tax advisors regarding the allocation of their aggregate adjusted tax basis among, and the holding period of, shares of our common stock distributed with respect to such blocks of Xerox common stock.

If a U.S. Holder receives cash in lieu of a fractional share of common stock as part of the Distribution, the U.S. Holder will be treated as though it first received a distribution of the fractional share in the Distribution and then sold it for the amount of cash actually received. Provided the fractional share is considered to be held as a capital asset on the date of the Distribution, the U.S. Holder will generally recognize capital gain or loss measured by the difference between the cash received for such fractional share and the U.S. Holder's tax basis in that fractional share, as determined above. Such capital gain or loss will be long-term capital gain or loss if the U.S. Holder's holding period for the Xerox common stock is more than one year on the date of the Distribution.

The opinion of counsel will not address any U.S. state or local or foreign tax consequences of the Spin-Off. The opinion will assume that the Spin-Off will be completed according to the terms of the Separation and Distribution Agreement and will rely on the facts as stated in the Separation and Distribution Agreement, the Tax Matters Agreement, the other ancillary agreements, this Information Statement and a number of other documents. In addition, the opinion will be based on certain representations as to factual matters from, and certain covenants by, Xerox and us as well as the continuing effectiveness and validity of the IRS Ruling. The opinion cannot be relied on if any of the assumptions, representations or covenants are incorrect, incomplete or inaccurate or are violated in any material respect.

Xerox has received the IRS Ruling. The IRS Ruling relies on certain facts, assumptions, representations and undertakings from Xerox and us regarding the past and future conduct of Xerox's and our businesses and other matters. If any of these facts, assumptions, representations or undertakings are incorrect or not otherwise satisfied, Xerox may not be able to rely on the IRS Ruling. In addition, the IRS Ruling is not a comprehensive ruling from the IRS regarding all aspects of the U.S. federal income tax consequences of the transactions.

Accordingly, notwithstanding the opinion of counsel and the IRS Ruling, there can be no assurance that the IRS will not assert, or that a court would not sustain, a position contrary to one or more of the conclusions set forth above.

If the Distribution were determined not to qualify for non-recognition of gain and loss, the above consequences would not apply and U.S. Holders could be subject to tax. In this case, each U.S. Holder who receives our common stock in the Distribution would generally be treated as receiving a distribution in an amount equal to the fair market value of our common stock received, which would generally result in:

- a taxable dividend to the U.S. Holder to the extent of that U.S. Holder's pro rata share of Xerox's current and accumulated earnings and profits;
- a reduction in the U.S. Holder's basis (but not below zero) in Xerox common stock to the extent the amount received exceeds the shareholder's share of Xerox's earnings and profits; and

- a taxable gain from the exchange of Xerox common stock to the extent the amount received exceeds the sum of the U.S. Holder's share of Xerox's earnings and profits and the U.S. Holder's basis in its Xerox common stock.

Backup Withholding and Information Statement

Payments of cash in lieu of a fractional share of our common stock may, under certain circumstances, be subject to "backup withholding," unless a U.S. Holder provides proof of an applicable exemption or a correct taxpayer identification number, and otherwise complies with the requirements of the backup withholding rules. Corporations will generally be exempt from backup withholding, but may be required to provide a certification to establish their entitlement to the exemption. Backup withholding is not an additional tax, and it may be refunded or credited against a U.S. Holder's U.S. federal income tax liability if the required information is timely supplied to the IRS.

Treasury Regulations require each Xerox shareholder that, immediately before the Distribution, owned 5% or more (by vote or value) of the total outstanding stock of Xerox to attach to such shareholder's U.S. federal income tax return for the year in which the Distribution occurs a statement setting forth certain information related to the Distribution.

Consequences to Xerox

The following is a summary of the material U.S. federal income tax consequences to Xerox in connection with the Spin-Off that may be relevant to holders of Xerox common stock.

As discussed above, completion of the Spin-Off is conditioned upon Xerox's receipt of a written opinion of Cravath, Swaine & Moore LLP, counsel to Xerox, to the effect that the Distribution should qualify for non-recognition of gain and loss under Section 355 of the Code and the receipt and continuing effectiveness and validity of the IRS Ruling. If the Distribution qualifies for nonrecognition of gain and loss under Section 355 of the Code, no gain or loss should be recognized by Xerox as a result of the Distribution (other than income or gain arising from any imputed income or other adjustment to Xerox, us or our respective subsidiaries if and to the extent that the Separation and Distribution Agreement or any ancillary agreement is determined to have terms that are not at arm's length). The opinion of counsel and IRS Ruling are subject to the qualifications and limitations as are set forth above under "—Consequences to U.S. Holders of Xerox Common Stock."

If the Distribution were determined not to qualify for non-recognition of gain and loss under Section 355 of the Code, then Xerox would recognize gain equal to the excess of the fair market value of our common stock distributed to Xerox shareholders over Xerox's tax basis in our common stock.

Indemnification Obligation

If it were determined that the Distribution did not qualify for non-recognition of gain and loss under Section 355 of the Code, we could, under certain circumstances, be required to indemnify Xerox for taxes resulting from the recognition of gain described above and related expenses. In addition, current tax law generally creates a presumption that the Distribution would be taxable to Xerox, but not to holders, if we or our shareholders were to engage in transactions that result in a 50% or greater change by vote or value in the ownership of our stock during the four-year period beginning on the date that begins two years before the date of the Distribution, unless it were established that such transactions and the Distribution were not part of a plan or series of related transactions giving effect to such a change in ownership. If the Distribution were taxable to Xerox due to such a 50% or greater change in ownership of our stock, Xerox would recognize gain equal to the excess of the fair market value of our common stock distributed to Xerox shareholders over Xerox's tax basis in our common stock and we generally would be required to indemnify Xerox for the tax on such gain and related expenses. For a description of our indemnification obligations, see "Certain Relationships and Related Party Transactions—Agreements with Xerox—Tax Matters Agreement."

Results of the Spin-Off

After the Spin-Off, we will be an independent, publicly traded company. Immediately following the Spin-Off, we expect to have approximately beneficial holders of shares of our common stock and approximately shares of our common stock outstanding, based on the number of Xerox shareholders and shares of Xerox common stock outstanding on , 2016. The actual number of shares of our common stock Xerox will distribute in the Spin-Off will depend on the actual number of shares of Xerox common stock outstanding on the Record Date, which will reflect any issuance of new shares or exercises of outstanding options pursuant to Xerox's equity plans, and any repurchase of Xerox shares by Xerox under its common stock repurchase program, on or prior to the Record Date. The Spin-Off will not affect the number of outstanding shares of Xerox common stock or any rights of Xerox shareholders, although we expect the trading price of shares of Xerox common stock immediately following the Distribution to be lower than immediately prior to the Distribution because the trading price of Xerox common stock will no longer reflect the value of the BPO Business.

Before our separation from Xerox, we intend to enter into a Separation and Distribution Agreement and several other agreements with Xerox related to the Spin-Off. These agreements will govern the relationship between us and Xerox up to and after completion of the Spin-Off and allocate between us and Xerox various assets, liabilities, rights and obligations, including employee benefits, intellectual property and tax-related assets and liabilities. We describe these arrangements in greater detail under "Certain Relationships and Related Party Transactions—Agreements with Xerox."

Listing and Trading of our Common Stock

As of the date of this Information Statement, we are a wholly owned subsidiary of Xerox. Accordingly, no public market for our common stock currently exists, although a "when-issued" market in our common stock may develop prior to the Distribution. See "—Trading Prior to the Distribution Date" below for an explanation of a "when-issued" market. We intend to list our shares of common stock on the New York Stock Exchange under the symbol "CNDT."

Neither we nor Xerox can assure you as to the trading price of Xerox common stock or our common stock after the Spin-Off, or as to whether the combined trading prices of our common stock and the Xerox common stock after the Spin-Off will be less than, equal to or greater than the trading prices of Xerox common stock prior to the Spin-Off. The trading price of our common stock may fluctuate significantly following the Spin-Off. See "Risk Factors—Risks Relating to Our Common Stock and the Securities Market" for more detail.

The shares of our common stock distributed to Xerox shareholders will be freely transferable, except for shares received by individuals who are our affiliates. Individuals who may be considered our affiliates after the Spin-Off include individuals who control, are controlled by or are under common control with us, as those terms generally are interpreted for federal securities law purposes. These individuals may include some or all of our directors and executive officers. Individuals who are our affiliates will be permitted to sell their shares of our common stock only pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), or an exemption from the registration requirements of the Securities Act, such as those afforded by Section 4(a)(1) of the Securities Act or Rule 144 thereunder.

Trading Prior to the Distribution Date

We expect a "when-issued" market in our common stock to develop as early as two trading days prior to the Record Date for the Distribution and continue up to and including the Distribution Date. "When-issued" trading refers to a sale or purchase made conditionally on or before the Distribution Date because the securities of the spun-off entity have not yet been distributed. If you own shares of Xerox common stock at the close of business on the Record Date, you will be entitled to receive shares of our common stock in the Distribution. You may trade this entitlement to receive shares of our common stock, without the shares of Xerox common stock you own, on the "when-issued" market. We expect "when-issued" trades of our common stock to settle within four trading days after the Distribution Date. On the first trading day following the Distribution Date, we expect that "when-issued" trading of our common stock will end and "regular-way" trading will begin.

We also anticipate that, as early as two trading days prior to the Record Date and continuing up to and including the Distribution Date, there will be two markets in Xerox common stock: a "regular-way" market and an "ex-distribution" market. Shares of Xerox common stock that trade on the regular-way market will trade with an entitlement to receive shares of our common stock in the Distribution. Shares that trade on the ex-distribution market will trade without an entitlement to receive shares of our common stock in the Distribution. Therefore, if you sell shares of Xerox common stock in the regular-way market up to and including the Distribution Date, you will be selling your right to receive shares of our common stock in the Distribution. However, if you own shares of Xerox common stock at the close of business on the Record Date and sell those shares on the ex-distribution market up to and including the Distribution Date, you will still receive the shares of our common stock that you would otherwise be entitled to receive in the Distribution.

Following the Distribution Date, we expect shares of our common stock to be listed on the New York Stock Exchange under the trading symbol "CNDT." If "when-issued" trading occurs, the listing for our common stock is expected to be under a trading symbol different from our "regular-way" trading symbol. We will announce our "when-issued" trading symbol when and if it becomes available. If the Spin-Off does not occur, all "when-issued" trading will be null and void.

Conditions to the Spin-Off

We expect that the Separation will be effective on the Distribution Date, *provided* that the following conditions shall have been satisfied or waived by Xerox:

- the Xerox Board shall have authorized and approved the Internal Transactions and Distribution and not withdrawn such authorization and approval, and shall have declared the dividend of our common stock to Xerox shareholders;
- the ancillary agreements contemplated by the Separation and Distribution Agreement shall have been executed by each party to those agreements;
- our common stock shall have been accepted for listing on the New York Stock Exchange or another national securities exchange approved by Xerox, subject to official notice of issuance;
- the SEC shall have declared effective our Registration Statement on Form 10, of which this Information Statement is a part, under the Exchange Act, and no stop order suspending the effectiveness of the Registration Statement shall be in effect and no proceedings for that purpose shall be pending before or threatened by the SEC;
- Xerox shall have received the written opinion of Cravath, Swaine & Moore LLP, which shall remain in full force and effect, that, subject to the accuracy of and compliance with certain representations, warranties and covenants, the Distribution should qualify for non-recognition of gain and loss under Section 355 of the Code;
- Xerox shall have received the IRS Ruling, and the IRS Ruling shall continue to be effective and valid;
- the Internal Transactions (as described in "Certain Relationships and Related Party Transactions—Agreements with Xerox—Separation and Distribution Agreement") shall have been completed;
- no order, injunction or decree issued by any governmental authority of competent jurisdiction or other legal restraint or prohibition preventing consummation of the Distribution shall be in effect, and no other event outside the control of Xerox shall have occurred or failed to occur that prevents the consummation of the Distribution;

- no other events or developments shall have occurred prior to the Distribution Date that, in the judgment of the Xerox Board, would result in the Distribution having a material adverse effect on Xerox or its shareholders;
- prior to the Distribution Date, notice of Internet availability of this Information Statement or this Information Statement shall have been mailed to the holders of Xerox common stock as of the Record Date;
- Xerox shall have duly elected the individuals to be listed as members of our post-Distribution Board in this Information Statement, and such individuals shall be the members of our Board immediately after the Distribution; *provided* that our current directors shall appoint one independent director prior to the date on which "when-issued" trading of our common stock commences on the New York Stock Exchange and such director shall serve on our Audit Committee, Compensation Committee and Corporate Governance Committee; and
- immediately prior to the Distribution Date, our Restated Certificate of Incorporation and Amended and Restated By-Laws, each in substantially the form filed as an exhibit to the Registration Statement on Form 10 of which this Information Statement is a part, shall be in effect.

The fulfillment of the above conditions will not create any obligation on Xerox's part to complete the Spin-Off. We are not aware of any material federal, foreign or state regulatory requirements with which we must comply, other than SEC rules and regulations, or any material approvals that we must obtain, other than the approval for listing of our common stock and the SEC's declaration of the effectiveness of the Registration Statement, in connection with the Distribution. Xerox has the right not to complete the Spin-Off if, at any time, the Xerox Board determines, in its sole and absolute discretion, that the Spin-Off is not in the best interests of Xerox or its shareholders or is otherwise not advisable.

Under the Icahn Agreement, if the Spin-Off has not occurred by December 31, 2016, Xerox must call its 2017 annual shareholders meeting to be held no later than March 31, 2017, at which meeting any shareholder of Xerox that has delivered written notice, which includes the information required by Xerox's by-laws, to Xerox on or prior to January 31, 2017 shall be permitted to nominate directors of Xerox and/or propose other business. However, if the Spin-Off occurs on or before March 30, 2017 (even if it did not occur by December 31, 2016), then Xerox will not be required to hold its 2017 annual shareholders meeting by March 31, 2017.

Treatment of Xerox Preferred Stock in the Spin-Off

Xerox Series A Preferred Stock

As of October 27, 2016, there were 300,000 shares of Xerox Series A Preferred Stock outstanding, all of which were held by Mr. Deason.

Exchange Agreement

On October 27, 2016, Xerox and Conduent entered into the Exchange Agreement with Mr. Deason. Pursuant to the terms of the Exchange Agreement, subject to the completion of the Spin-Off, among other conditions, Xerox will transfer 180,000 shares of Xerox Series B Preferred Stock and 120,000 shares of Conduent Series A Preferred Stock to Mr. Deason in exchange for all of Mr. Deason's shares of Xerox Series A Preferred Stock.

Pursuant to the terms of the Exchange Agreement, Mr. Deason may not transfer any shares of Xerox Series A Preferred Stock or convert any shares of Xerox Series A Preferred Stock into shares of Xerox common stock prior to the exchange for Xerox Series B Preferred Stock and for Conduent Series A Preferred Stock. Xerox or Mr. Deason may terminate the Exchange Agreement if Xerox publicly announces the abandonment of the Spin-Off.

Conduent Series A Preferred Stock

As of October 27, 2016, there were no shares of Conduent Series A Preferred Stock outstanding. In connection with the Spin-Off, Conduent will issue to Xerox 120,000 shares of Conduent Series A Preferred Stock, having a liquidation preference of $1,000 per share. Pursuant to the terms of the Exchange Agreement, subject to the completion of the Spin-Off, among other conditions, Xerox will transfer 180,000 shares of Xerox Series B Preferred Stock and 120,000 shares of Conduent Series A Preferred Stock to Mr. Deason in exchange for all of Mr. Deason's shares of Xerox Series A Preferred Stock. The Conduent Series A Preferred Stock will be issued in reliance on the exemption from registration contained in Section 4(a)(2) of the Securities Act.

See "Description of Our Capital Stock—Preferred Stock—Conduent Series A Preferred Stock" for a description of the terms of the Conduent Series A Preferred Stock.

Litigation Relating to the Spin-Off

On October 11, 2016, Mr. Deason filed a complaint against Xerox in the United States District Court for the Northern District of Texas, alleging that the Spin-Off, if consummated, would violate certain provisions of Xerox's Certificate of Incorporation. Mr. Deason sought, among other things, an injunction preventing Xerox from consummating the Spin-Off. On October 14, 2016, Xerox filed a motion to dismiss or, in the alternative, transfer the litigation to the United States District Court for the Southern District of New York, pursuant to the forum selection provision contained in Xerox's By-Laws. On October 27, 2016, Xerox, Conduent and Mr. Deason entered into a settlement agreement (the "Settlement Agreement"), which provides, among other things, for the voluntary dismissal of the litigation. In accordance with the terms of the Settlement Agreement, Mr. Deason filed a stipulation dismissing the litigation on October 27, 2016.

Reasons for Furnishing this Information Statement

We are furnishing this Information Statement solely to provide information to Xerox's shareholders who will receive shares of our common stock in the Distribution. You should not construe this Information Statement as an inducement or encouragement to buy, hold or sell any of our securities or any securities of Xerox. We believe that the information contained in this Information Statement is accurate as of the date set forth on the cover. Changes to the information contained in this Information Statement may occur after that date, and neither we nor Xerox undertakes any obligation to update the information except in the normal course of our and Xerox's public disclosure obligations and practices.

DIVIDEND POLICY

We intend to retain future earnings for use in the operation of our business and to fund future growth. We do not anticipate paying any dividends on our common stock for the foreseeable future. Our Board will make all decisions regarding the payment of future dividends, and such decisions will depend on many factors, including our financial condition, earnings, capital requirements of our business, covenants associated with debt obligations, legal requirements, regulatory constraints, industry practice and other factors that our Board deems relevant. There can be no assurance that we will pay a dividend in the future or continue to pay any dividend if we do commence paying dividends. See also “Risk Factors—Risks Relating to Our Common Stock and the Securities Market—We do not anticipate paying any dividends on our common stock for the foreseeable future, and as a result, your only opportunity to achieve a return on your investment is if the price of our common stock appreciates.”

Table of Contents

CAPITALIZATION

The following table sets forth our cash and capitalization as of June 30, 2016, on a historical basis and on an as adjusted basis to give effect to the Spin-Off and the transactions related to the Spin-Off, as if they occurred on June 30, 2016. You should review the following table in conjunction with "Unaudited Pro Forma Combined Financial Statements", "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical Combined and Condensed Combined Financial Statements and the accompanying notes thereto included elsewhere in this Information Statement.

	As of June 30, 2016 (unaudited)	
(in millions)	**Historical**	**As adjusted**
Cash and cash equivalents	$ 160	$ 400
Capitalization		
Debt:		
Related party notes payable(1)	$ 1,105	—
Short-term debt and current portion of long-term debt	$ 22	$ 22
Long-term debt	29	2,184
Total third party debt(2)	$ 51	$ 2,206
Series A Convertible Preferred Stock(3)	$ —	$ 140
Equity:		
Net parent investment	$ 5,700	$ —
Common stock, par value $0.01	—	2
Additional paid-in capital	—	4,529
Accumulated other comprehensive loss	(194)	(194)
Total equity	$ 5,506	$ 4,337
Total capitalization	$ 6,662	$ 6,683

(1) Represents the amount of Related party notes payable, which are expected to be settled in advance of the Spin-Off.

(2) As adjusted Total third party debt includes approximately $2,200 million of new borrowings less approximately $45 million of debt issuance costs, which will be capitalized as a reduction of long-term debt and amortized over the initial weighted-average term of the borrowings.

(3) Reflects issuance of 120,000 shares of Conduent Series A Preferred Stock in connection with the Spin-Off with an aggregate liquidation preference of $120 million and a carrying value of approximately $140 million. The carrying value of $140 million is based on the proportional share of the carrying value of Xerox Series A Preferred Stock (300,000 shares at $349 million as of June 30, 2016) being exchanged for Conduent Series A Preferred Stock.

SELECTED HISTORICAL FINANCIAL DATA

The following tables present selected historical financial data as of and for each of the years in the five-year period ended December 31, 2015 and as of June 30, 2016 and for the six months ended June 30, 2016 and 2015. The selected historical financial data as of December 31, 2015 and 2014 and for each of the fiscal years in the three-year period ended December 31, 2015 are derived from our audited Combined Financial Statements included elsewhere in this Information Statement. The selected historical financial data as of June 30, 2016 and for the six months ended June 30, 2016 and 2015 are derived from our unaudited Condensed Combined Financial Statements that are included elsewhere in this Information Statement. The selected historical financial data as of December 31, 2013 and as of and for the years ended December 31, 2012 and 2011 are derived from our unaudited financial statements that are not included in this Information Statement. The unaudited financial statements have been prepared on the same basis as the audited financial statements and, in the opinion of our management, include all adjustments, consisting of only ordinary recurring adjustments, necessary for a fair presentation of the data set forth in this Information Statement.

The selected historical financial data presented below should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our Combined and Condensed Combined Financial Statements and the accompanying notes thereto included elsewhere in this Information Statement. The financial data included herein may not be indicative of the BPO Business’s future performance, do not necessarily include the actual expenses that would have been incurred by the BPO Business and may not reflect the results of operations, financial position and cash flows of the BPO Business had Conduent been a separate, standalone company during the periods presented.

	Year Ended December 31,					Six Months Ended June 30,	
($ in millions)	2015	2014	2013	2012 (unaudited)	2011 (unaudited)	2016 (unaudited)	2015 (unaudited)
Selected Combined and Condensed Combined Statements of (Loss) Income Data:							
Total Revenues	$6,662	$6,938	$6,879	$ 6,873	$ 6,274	$ 3,298	$ 3,361
(Loss) Income from Continuing Operations	(336)	34	135	137	134	(33)	(109)
Net (Loss) Income	(414)	(81)	182	170	189	(33)	(170)

	As of December 31,					
($ in millions)	2015	2014	2013 (unaudited)	2012 (unaudited)	2011 (unaudited)	As of June 30, 2016 (unaudited)
Selected Combined and Condensed Combined Balance Sheets Data:						
Total Assets	$9,058	$10,954	$ 11,205	$ 11,217	$ 10,764	$ 9,017
Long-term debt	37	43	310	292	293	29

UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

The unaudited pro forma Combined Financial Statements of Xerox's business process outsourcing business and related operations (the "BPO Business", "we," "us" or "our") consist of unaudited pro forma Combined Statements of Loss for the six months ended June 30, 2016 and the year ended December 31, 2015, and an unaudited pro forma Combined Balance Sheet as of June 30, 2016, which have been derived from our historical Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement. See "Index to Financial Statements". To effect the separation, Xerox will first undertake a series of Internal Transactions, following which Conduent Incorporated will hold, directly or through its subsidiaries, the BPO Business. The separation will be completed by way of a pro rata distribution of Conduent Incorporated shares held by Xerox to Xerox's shareholders.

The unaudited pro forma Combined Financial Statements reflect adjustments to our historical financial results in connection with the Spin-Off and Distribution. The unaudited pro forma Combined Statements of Loss give effect to the Spin-Off and Distribution as if they had occurred on January 1, 2015, the beginning of our most recently completed fiscal year. The unaudited pro forma Combined Balance Sheet gives effect to these events as if they occurred as of June 30, 2016, our latest balance sheet date.

Our unaudited pro forma Combined Financial Statements have been prepared to reflect adjustments to our historical Combined and Condensed Combined Financial Statements that are: (i) factually supportable, (ii) directly attributable to the Spin-Off and Distribution and (iii) with respect to unaudited pro forma Combined Statements of Loss, expected to have a continuing impact on the BPO Business following the completion of the Spin-Off and Distribution. However, such adjustments are subject to change based on the finalization of the terms of the Spin-Off and related transaction agreements. The unaudited pro forma Combined Financial Statements have been adjusted to give effect to the following (collectively, the "Pro Forma Transactions"):

- The incurrence of debt as part of the plan to capitalize Conduent with total cash of approximately $400 million and total principal debt of approximately $2,250 million and the transfer of approximately $1,905 million of the net proceeds of such debt to Xerox;
- The exchange of all of the outstanding shares of Xerox Series A Preferred Stock for shares of Xerox Series B Preferred Stock and shares of Conduent Series A Preferred Stock;
- The settlement of related party account balances between us and Xerox;
- The transfer of certain corporate and other assets and liabilities between us and Xerox;
- The removal of non-recurring separation costs, which were incurred during the six months ended June 30, 2016; and
- The tax-free distribution, for U.S. federal income tax purposes, of shares of our common stock to Xerox stockholders, based on the distribution of one share of our common stock for every five Xerox common shares outstanding as of the record date for the distribution, and the resulting redesignation of Xerox's historical net investment as common stock and additional paid-in capital.

Our historical Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement include an allocation of general corporate expenses from Xerox. These expenses include costs for corporate functions including senior management, legal, human resources, finance and accounting, treasury, information technology, marketing and communication, internal audit and other shared services. The financial information in our historical Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement does not necessarily include all the expenses that would have been incurred by the BPO Business had it been a separate, standalone company. To operate as an independent, publicly traded company, we expect to incur costs to replace certain services previously provided by Xerox, which costs may be higher than those reflected in our historical Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement, in addition to increased administrative and other costs. Due to the scope and complexity of these activities, the amount and timing of these incremental costs could vary. Due to the regulations governing the preparation of pro forma financial statements, the unaudited pro forma

Combined Financial Statements do not reflect these incremental costs associated with being an independent, publicly traded company because they are projected amounts based on subjective estimates and are not factually supportable. The unaudited pro forma Combined Financial Statements do not reflect the expected charges or the expected realization of any cost savings or other synergies.

The unaudited pro forma Combined Financial Statements should be read together with our historical Combined and Condensed Combined Financial Statements and the notes thereto, “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included elsewhere in this Information Statement. For more detail on the exchange of all of the outstanding shares of Xerox Series A Preferred Stock for shares of Xerox Series B Preferred Stock and shares of Conduent Series A Preferred Stock, see “The Spin-Off—Treatment of Xerox Preferred Stock in the Spin-Off.” The unaudited pro forma Combined Financial Statements are provided for illustrative and informational purposes only and are not intended to represent what our results of operations or financial position would have been had the Spin-Off and Distribution been completed on the dates assumed. The unaudited pro forma Combined Financial Statements also may not be indicative of our future results of operations or financial position as a standalone public company.

Table of Contents

BPO BUSINESS OF XEROX CORPORATION
UNAUDITED PRO FORMA COMBINED STATEMENT OF LOSS
SIX MONTHS ENDED JUNE 30, 2016

(in millions, except per share data)	Historical	Pro forma Adjustments	Notes	Pro Forma
Revenues				
Outsourcing	$ 3,271	$ —		$ 3,271
Related party	27	—		27
Total Revenues	**3,298**	**—**		**3,298**
Costs and Expenses				
Cost of outsourcing	2,760	—		2,760
Related party cost of services	19	—		19
Research and development	18	—		18
Selling, administrative and general	353	—		353
Restructuring and related costs	49	—		49
Amortization of intangible assets	137	—		137
Separation costs	19	(19)	(e)	—
Related party interest	20	(20)	(c)	—
Interest expense	2	59	(a)	61
Other expenses, net	9	—		9
Total Costs and Expenses	**3,386**	**20**		**3,406**
Loss before Income Taxes	**(88)**	**(20)**		**(108)**
Income tax benefit	(55)	(19)	(f)	(74)
Loss from Continuing Operations	**$ (33)**	**$ (1)**		**$ (34)**
Preferred dividends	—	(5)	(i)	(5)
Loss Attributable to Common Shareholders	$ **(33)**	$ **(6)**		$ **(39)**
Pro Forma Earnings per Share:				
Basic Loss per Share:				
Continuing operations			(i)	$ (0.19)
Diluted Loss per Share:				
Continuing operations			(j)	$ (0.19)
Pro Forma shares outstanding (thousands):				
Basic			(i)	202,633
Diluted			(j)	202,633

The accompanying notes are an integral part of these Unaudited Pro Forma Combined Financial Statements.

BPO BUSINESS OF XEROX CORPORATION
UNAUDITED PRO FORMA COMBINED STATEMENT OF LOSS
YEAR ENDED DECEMBER 31, 2015

(in millions, except per share data)	Historical	Pro forma Adjustments	Notes	Pro Forma
Revenues				
Outsourcing	$ 6,609	$ —		$ 6,609
Related party	53	—		53
Total Revenues	**6,662**	**—**		**6,662**
Costs and Expenses				
Cost of outsourcing	5,937	—		5,937
Related party cost of services	40	—		40
Research and development	52	—		52
Selling, administrative and general	699	—		699
Restructuring and asset impairment charges	159	—		159
Amortization of intangible assets	250	—		250
Related party interest	61	(61)	(c)	—
Interest expense	8	118	(a)	126
Other expenses, net	30	—		30
Total Costs and Expenses	**7,236**	**57**		**7,293**
Loss before Income Taxes	**(574)**	**(57)**		**(631)**
Income tax benefit	(238)	(25)	(f)	(263)
Loss from Continuing Operations	**$ (336)**	**$ (32)**		**$ (368)**
Preferred dividends	—	(10)	(i)	(10)
Loss Attributable to Common Shareholders	**$ (336)**	**$ (42)**		**$ (378)**
Pro Forma Earnings per Share:				
Basic Loss per Share:				
Continuing operations			(i)	$ (1.77)
Diluted Loss per Share:				
Continuing operations			(j)	$ (1.77)
Pro Forma shares outstanding (thousands):				
Basic			(i)	212,905
Diluted			(j)	212,905

The accompanying notes are an integral part of these Unaudited Pro Forma Combined Financial Statements.

BPO BUSINESS OF XEROX CORPORATION
UNAUDITED PRO FORMA COMBINED BALANCE SHEET
AS OF JUNE 30, 2016

(in millions)	Historical	Pro forma Adjustments	Notes	Pro Forma
Assets				
Cash and cash equivalents	$ 160	$ 240	(a)	$ 400
Accounts receivable, net	1,382	—		1,382
Related party notes receivable	248	(248)	(c)	—
Other current assets	270	—		270
Total current assets	2,060	(8)		2,052
Land, buildings and equipment, net	268	(3)	(d)	265
Intangible assets, net	1,288	—		1,288
Goodwill	4,857	—		4,857
Other long-term assets	544	1	(d)	545
Total Assets	**$ 9,017**	**$ (10)**		**$ 9,007**
Liabilities and Net Parent Equity				
Short-term debt and current portion of long-term debt	$ 22	$ —		$ 22
Related party notes payable	1,105	(1,105)	(c)	—
Accounts payable	105	—		105
Accrued compensation and benefits costs	267	(6)	(d)	261
Unearned income	212	—		212
Other current liabilities	685	(11)	(d)(g)	674
Total current liabilities	2,396	(1,122)		1,274
Long-term debt	29	2,155	(a)	2,184
Pension and other benefit liabilities	151	—		151
Deferred taxes	787	(14)	(f)(g)	773
Other long-term liabilities	148	—		148
Total Liabilities	**3,511**	**1,019**		**4,530**
Series A Convertible Preferred Stock	**—**	**140**	**(b)**	**140**
Net Parent Equity:				
Common Stock ($0.01 par value)	—	2	(h)	2
Additional paid in capital	—	4,529	(h)	4,529
Net parent investment	5,700	(5,700)	(a)(b)(c)(d)(f)(g)(h)	—
Accumulated other comprehensive loss	(194)			(194)
Total Net Parent Equity	**5,506**	**(1,169)**		**4,337**
Total Liabilities and Net Parent Equity	**$ 9,017**	**$ (10)**		**$ 9,007**

The accompanying notes are an integral part of these Unaudited Pro Forma Combined Financial Statements.

BPO BUSINESS OF XEROX CORPORATION
NOTES TO UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

The unaudited pro forma Combined Financial Statements as of and for the six months ended June 30, 2016 and the unaudited pro forma Combined Statement of Loss for the year ended December 31, 2015 include the following adjustments:

(a) In connection with our separation capitalization plan, we expect to incur additional borrowings in order to redistribute debt between us and Xerox, such that we will have total principal debt of approximately $2,250 million immediately following the separation ($2,200 million of new borrowings plus approximately $50 million of existing debt). We currently expect to effect this separation capitalization plan through a combination of some or all of the following types of borrowings:

- Secured Term Loans under one or more new term loan facilities; and
- Senior Unsecured Notes

In addition, we expect to enter into a new secured revolving credit facility, which is not expected to be drawn at the Distribution Date. For purposes of these unaudited pro forma combined financial statements, we have assumed that the additional borrowings will be Long-term debt. We have made an adjustment of $240 million to cash and cash equivalents to reflect the $400 million of cash that we expect to have immediately following the separation. Debt issuance costs are expected to be approximately $55 million of which $45 million will be capitalized as a reduction of Long-term debt and amortized over the initial weighted-average term of the borrowings. The remainder of the debt issuance costs are expected to be incurred to secure a bridge financing commitment, which is not expected to be utilized and therefore permanent financing is assumed in the pro forma Combined Financial Statements. Accordingly, for purposes of these unaudited pro forma Combined Financial Statements, debt issuance costs associated with the bridge commitment were expensed as part of the initial capitalization. The actual mix of our debt, the amount of debt issuance costs incurred and the amount of cash held by us at the Distribution Date will depend on a number of factors, including market conditions at the time we incur such debt and the total Xerox cash balance at the Distribution Date.

With respect to the additional debt we expect to incur in connection with the separation, we have assumed an initial weighted average annual interest rate of approximately 5.0% and weighted average term of approximately 6 years. The assumed weighted average annual interest rate was derived from information received from prospective lenders, which is based on current market conditions, the historical London Interbank Offered Rate ("LIBOR") rate, and our anticipated credit ratings. The actual interest rate and term of any such indebtedness may vary from these assumptions and will depend upon the final debt structure that we execute prior to the Spin-Off and Distribution as well as market conditions at that time.

The adjustment to our historical interest expense for the six months ended June 30, 2016 and the year ended December 31, 2015 to give effect to the incurrence of the debt described above is presented below (in millions):

	Six Months ended June 30, 2016	Year ended December 31, 2015
Interest on additional debt	$ 55	$ 110
Amortization of debt issuance cost	$ 4	$ 8
Total	**$ 59**	**$ 118**

Interest on additional debt excludes interest associated with borrowings under the anticipated secured revolving credit facility, which is not expected to be drawn at the Distribution Date. However, this credit facility is expected to be utilized from time to time following the Distribution Date and could have an outstanding balance of up to an estimated amount of approximately $750 million at an estimated weighted average annual interest rate of approximately 3.0%.

Each 0.125% change in the estimated weighted average annual interest rate would cause pro forma interest expense to change by approximately $3 million on an annual basis (not including any additional interest expense attributable to borrowing under the secured revolving credit facility described above).

In accordance with the SEC's rules governing pro forma adjustments, no pro forma adjustment for imputed interest income on incremental cash balances has been recorded.

For purposes of these unaudited pro forma Combined Financial Statements, the adjustment to Net parent investment represents the distribution to Xerox of all of the proceeds from the new borrowings net of debt issuance costs and the portion of such proceeds retained by us for general corporate purposes. The pro forma adjustment related to our separation capitalization plan is reflected in the unaudited pro forma Combined Balance Sheet as of June 30, 2016 as follows (in millions):

Cash and cash equivalents	$ 240
Long-term debt*	$ 2,155
Net parent investment**	$(1,915)

* Estimated debt issuance costs of $45 million are included as a reduction of long-term debt.

** Includes the transfer to Xerox of $1,905 million of cash and the write-off of estimated bridge commitment fees of $10 million.

(b) In connection with the separation capitalization plan discussed in adjustment (a) above, all of the outstanding shares of Xerox Series A Preferred Stock are expected to be exchanged for shares of Xerox Series B Preferred Stock and shares of Conduent Series A Preferred Stock. See "Description of Our Capital Stock—Preferred Stock—Conduent Series A Preferred Stock" for a description of the terms of the Conduent Series A Preferred Stock.

In connection with the Spin-Off, we expect to issue 120,000 shares of Conduent Series A Preferred Stock that will be exchanged for Xerox Series A Preferred Stock in this exchange, having an aggregate liquidation preference of $120 million ($1,000 per share) and a carrying value of approximately $140 million. The carrying value of $140 million is based on the proportional share of the carrying value of Xerox Series A Preferred Stock (300,000 shares at $349 million as of June 30, 2016) being exchanged for Conduent Series A Preferred Stock. The Conduent Series A Preferred Stock is expected to pay quarterly cash dividends at a rate of 8% per year (for a total of approximately $10 million per year) and these unaudited pro forma Combined Financial Statements assume all such quarterly dividends were declared and paid in the period presented. Each share of Conduent Series A Preferred Stock is expected to be convertible at any time, at the option of the holder, into 44.9438 shares of our common stock for a total of 5,393 thousand shares (reflecting a conversion price of approximately $22.25 per share of our common stock and after assuming a distribution ratio of one share of our common stock for every five Xerox common shares, as discussed in adjustment (h) below).

The Conduent Series A Preferred Stock issued by us is classified as temporary equity (i.e., apart from permanent equity) as a result of certain contingent redemption features.

The pro forma adjustment related to the exchange of all of the outstanding shares of Xerox Series A Preferred Stock for shares of Xerox Series B Preferred Stock and shares of Conduent Series A Preferred Stock is reflected in the unaudited pro forma Combined Balance Sheet as of June 30, 2016 as follows (in millions):

Series A Convertible Preferred Stock	$ 140
Net parent investment	$(140)

(c) In connection with the separation, Xerox will settle all Related party notes – receivable and payable. The pro forma adjustment related to the settlement of Related Party Notes is reflected in the unaudited pro forma Combined Balance Sheet as of June 30, 2016 as follows (in millions):

Related party notes receivable	$ (248)
Related party notes payable	$(1,105)
Net parent investment	$ 857

The adjustment to our historical Related party interest expense for the six months ended June 30, 2016 and the year ended December 31, 2015 to give effect to the settlement of Related Party Notes is presented below (in millions):

	Six Months ended June 30, 2016	Year ended December 31, 2015
Related party interest	$ (20)	$ (61)

(d) In connection with the separation, Xerox will transfer certain corporate and other assets and liabilities, to us prior to the Distribution Date. The transfers will include a portion of Xerox's global real estate portfolio and information technology department, and associated assets and certain liabilities, as well as assets and liabilities related to certain Xerox Research Centers, which will be transferred to us. In addition, we will transfer certain assets and liabilities to Xerox mainly related to our global shared service centers. The expenses, including depreciation, related to these assets and liabilities to be transferred are not material to the unaudited pro forma Combined Financial Statements; accordingly, no incremental expenses are included in the unaudited pro forma Combined Financial Statements.

The pro forma adjustment related to the transfer of these corporate and other assets and liabilities is reflected in the unaudited pro forma Combined Balance Sheet as of June 30, 2016 as follows (in millions):

Land, buildings and equipment, net	$(3)
Other long-term assets	$ 1
Accrued compensation and benefits costs	$(6)
Other current liabilities	$ 1
Net parent investment	$ 3

There may be additional assets and liabilities that may be transferred between Xerox and us in connection with the separation for which the allocation and transfer procedures have not been finalized.

(e) This adjustment removes non-recurring separation costs of $19 million incurred during the six months ended June 30, 2016 that are directly related to the separation and the associated deferred tax benefit/asset of $7 million. These costs are included in our historical results of operations for the six months ended June 30, 2016 but are not expected to have a continuing impact on our results of operations following the completion of the separation. In addition, this adjustment also removes tax expense of $10 million for the estimated income tax on the book/tax basis differences currently associated with our investments in certain subsidiaries that are expected to be impacted by the Internal Transactions previously noted.

(f) The pro forma income tax adjustments were determined using the statutory tax rate in effect in the respective tax jurisdictions during the periods presented.

The adjustment to our historical income tax expense (benefit) for the six months ended June 30, 2016 and the year ended December 31, 2015 to give effect to the pro forma adjustments is presented below (in millions):

	Six Months ended June 30, 2016	Year ended December 31, 2015
Interest (adjustment (a))	$ (23)	$ (46)
Related party interest (adjustment (c))	$ 7	$ 21
Separation costs (adjustment (e))	$ (3)	$ –
Total	**$ (19)**	**$ (25)**

The pro forma adjustment related to income taxes is reflected in the unaudited pro forma Combined Balance Sheet as of June 30, 2016 as follows (in millions):

Deferred taxes	$ 3
Net parent investment	$(3)

(g) This pro forma adjustment includes adjustments for net operating losses, tax credit carryforwards and valuation allowances that had been recorded in the deferred tax accounts. These deferred tax assets for net operating loss and tax credit carryforwards were included in the historical Condensed Combined Balance Sheet as of June 30, 2016 as part of the separate tax return basis calculation of income taxes. These carryforwards were either utilized against Xerox's income and are not available as future deductions on tax returns or will be retained by Xerox upon separation and as such have been removed from the balance sheet along with the valuation allowance as a pro forma adjustment. In addition, the pro-forma adjustment includes the transfer of credit carryforwards that were previously settled with Xerox but will be retained by the BPO Business upon separation. The actual amounts being assumed and transferred will be determined as of the Distribution Date and may be different from our estimate.

The pro forma adjustment related to the above is reflected in the unaudited pro forma Combined Balance Sheet as of June 30, 2016 as follows (in millions):

Other current liabilities	$(12)
Deferred taxes	$(17)
Net parent investment	$ 29

(h) Reflects the pro forma recapitalization of our equity. As of the Distribution Date, Xerox's investment in our business will be redesignated as our stockholders' equity and will be allocated between common stock and additional paid-in capital based on the number of shares of our common stock outstanding at the Distribution Date. Xerox stockholders will receive shares assuming a distribution ratio of one share of our common stock for every five Xerox common shares outstanding as of the record date for the distribution (1,013 million Xerox shares outstanding at June 30, 2016).

The pro forma adjustment related to recapitalization of our equity is reflected in the unaudited pro forma Combined Balance Sheet as of June 30, 2016 as follows (in millions):

Common stock ($0.01 par value)	$ 2
Additional paid-in capital	$ 4,529
Net parent investment*	$(4,531)

* *Represents the Net parent investment remaining after previous adjustments to this line — i.e. adjustments (a), (b), (c), (d), (f) and (g).*

(i) The Loss Attributable to Common Shareholders reflects preferred dividends on the shares of Conduent Series A Preferred Stock discussed in adjustment (b) above. The weighted-average number of shares of our common stock used to compute basic earnings per share for the six months ended June 30, 2016 and the year ended December 31, 2015 is based on the number of weighted average Xerox common shares outstanding during the six months ended June 30, 2016 and year ended December 31, 2015, respectively, assuming a distribution ratio of one share of our common stock for every five Xerox common shares outstanding.

(j) The weighted average number of shares used to compute diluted earnings per share is based on the weighted average number of basic shares of our common stock as described in Note (h) above. Since the BPO Business had a net loss for the six months ended June 30, 2016 and the year ended December 31, 2015, incremental shares associated with the stock-based awards granted to our employees under Xerox's stock-based compensation plans — restricted stock units, performance shares and stock options — were not included in the computation of earnings per share in either period since if included they would have been anti-dilutive. In addition, due to loss in both periods, shares of common stock of Conduent associated with the shares of Conduent Series A Preferred Stock were not included in the calculation and therefore the related dividend was included for the computation of diluted earnings per share.

The actual future impact of potential dilution from stock-based awards granted to our employees under Xerox equity plans will depend on various factors, including employees who may change employment from one company to another. However, we do not currently believe that the future dilutive impact will be material.

BUSINESS

Our Company

Conduent is a leading provider of business process services with expertise in transaction-intensive processing, analytics and automation. We serve as a trusted business partner in both the front office and back office, enabling personalized, seamless interactions on a massive scale that improve end-user experiences.

We create value for our commercial and government clients by applying our expertise, technology and innovation to help them drive customer and constituent satisfaction and loyalty, increase process efficiency and respond rapidly to changing market dynamics.

Our portfolio includes industry-focused service offerings in attractive growth markets such as healthcare and transportation, as well as multi-industry service offerings such as transaction processing, customer care and payment services.

We believe our addressable market size in the global business process service industry is estimated at nearly $260 billion in 2016, with expected growth rates in the mid-single digits through 2019. We have leadership positions in key market segments, including healthcare and transportation, which are expected to grow at 8% and 5% on a compounded annual basis through 2019, respectively. In addition, we are well positioned to capitalize on key industry trends such as increased demand for productivity, automation, personalization and innovation to capture growth.

Our strategy is to drive portfolio focus, operational discipline, sales and delivery excellence and innovation, complemented by tightly aligned investments. As a result, we aim to generate sustainable value for our shareholders by delivering profitable growth and margin expansion and deploying a disciplined capital allocation strategy.

With approximately 93,700 employees globally, we provide differentiated services to clients spanning small, medium and large businesses and to governments of all sizes in 42 countries. In 2015, we generated $6,662 million in total revenues, 90% of which was recurring.

Our Transformation

We have a track-record of active portfolio management with an ongoing focus on optimizing our capabilities and effectively targeting attractive growth areas in a rapidly evolving business process services industry. In recent years, we have taken significant actions to improve our profitability and drive growth with a more focused portfolio of services. These include the divestiture of our Information Technology Outsourcing (“ITO”) business, the refocusing of our Government Healthcare business, the re-organization of our delivery operations, as well as acquisitions and organic investments in key growth markets to expand our capabilities and client reach. We plan to continue enhancing our operational and portfolio focus as a standalone company.

Recently completed initiatives include:

- ***Consolidated Delivery Operations.*** In late 2014, we re-organized and consolidated our delivery operations based on our services capabilities to enable greater productivity and improved global delivery consistency.
- ***Divested Non-Core Assets:*** We completed the sale of our ITO business on June 30, 2015 to Atos SE. The sale enabled us to increase our focus on areas where we have a competitive advantage.
- ***Refocused our Government Healthcare Business.*** In 2015, we refocused our Government Healthcare business on higher margin, growing segments such as medical and pharmacy benefits management and fraud and abuse detection. We also reduced our participation in certain Medicaid platform implementations that were presenting unattractive levels of risk and exposure.

- ***Increased Use of Automation.*** We have developed and deployed a set of advanced software-based automation tools as part of our service delivery operations. These tools reduce the amount of repetitive, manual labor required to deliver many of our services and improve service quality through lower error rates and faster processing times.

We are also in the process of a strategic transformation program to deliver cost savings through infrastructure optimization, labor productivity and automation initiatives, restructuring of unprofitable contracts and other efficiencies. As an independent company, we will be able to better capitalize on our differentiated service offerings, industry expertise and global delivery excellence to position us for long-term shareholder value creation.

Our Industry

We believe our addressable market size in the global business process service industry is estimated at nearly $260 billion in 2016 and we are a leader across several segments of this large, diverse and growing market. Providing business process services today is complex and multi-faceted with services that span many industries.

Ongoing competitive pressures and increasing demand for further productivity gains have motivated businesses to outsource elements of their day-to-day operations to accelerate performance and innovation. As a result, our clients have become more focused on their core businesses and the range of outsourced activities has expanded greatly. Increasing globalization has also required many companies to optimize cost structures to retain competitiveness and increase shareholder value. Business process services have become a key component of this strategy.

The ongoing shift to new generation software and automation technologies is driving greater demand for, and expectation of, efficiency and personalization by the constituents and customers of the businesses and governments we serve. Addressing these business and operational challenges is necessary for business process services companies to capitalize on these trends. In addition, business process services have the potential to meaningfully enhance productivity for businesses and governments and satisfaction for their constituents and customers.

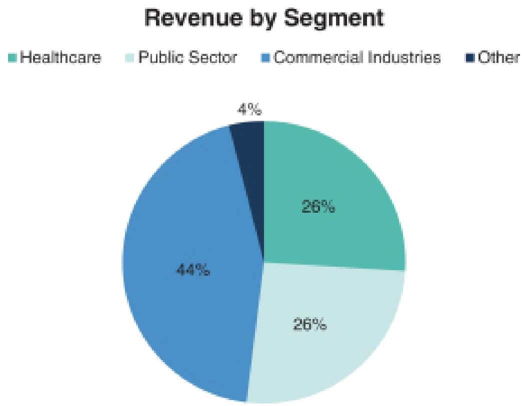
Our Segments

Our reportable segments correspond to how we organize and manage the business and are aligned to the industries in which our clients operate: Healthcare, Public Sector and Commercial Industries.

- Our *Healthcare* segment provides industry-centric business process services to clients across the healthcare industry, including providers, payers, employers, pharmaceutical and life science companies and government agencies.
- Our *Public Sector* segment provides government-centric business process services to U.S. federal, state and local and foreign governments.
- Our *Commercial Industries* segment provides business process services and customized solutions to clients in a variety of industries (other than healthcare).

Our Government Health Enterprise ("HE") Medicaid Platform and Student Loan businesses, as well as non-allocated expenses and inter-segment eliminations, are included in Other.

We present segment financial information in Note 2 to our historical Combined Financial Statements included elsewhere in this Information Statement. The figure below illustrates the breakdown of our segment revenues for the year ended December 31, 2015.



Healthcare Segment

Our Healthcare segment generated revenues of $1,750 million in 2015, representing 26% of our total 2015 revenues. Through this segment we offer innovative services and subject matter expertise to clients across the healthcare industry, including providers, payers, employers, pharmaceutical and life science companies and government agencies. We strive to enable our healthcare clients to focus on improving the patient care experience, lowering total costs and enabling better long-term health outcomes. Our Healthcare segment primarily serves the following types of clients:

- ***Healthcare Payer.*** We deliver administrative efficiency services and customer experience services to 19 of the top 20 commercial payers. Our services include payment integrity solutions, the full spectrum of provider support services, member engagement services, health risk assessment, claims processing, mailroom services and outbound printing. Our broad set of services help healthcare payers to optimize costs by streamlining business processes and recovering incorrectly attributed liabilities. In addition, our services assist with member risk assessment and improve member experience through enhanced engagement tools.

- ***Healthcare Provider Solutions.*** We provide care and quality analytics and software adoption services to hospitals, doctors and other healthcare providers, including large healthcare systems, with contracts in 49 of the 50 states. Our healthcare provider services include a care and quality platform (Midas+), system integration and advisory services to support electronic health record system implementations, software adoption services and community health population analytics. Our services help our clients obtain enhanced access to patient data to improve quality of care, achieve better regulatory compliance by meeting accurate and timely reporting needs and improve their return on technology investments through simulation-based software adoption.

- ***Government Healthcare.*** We provide administrative and care management services to Medicaid programs and federally-funded U.S. government healthcare programs in 29 states, Puerto Rico and the District of Columbia. Our services include a range of innovative solutions such as Medicaid management fiscal agent, pharmacy benefits management and clinical program management. These services help states optimize their costs by streamlining access to care and improve patient health outcomes through population health management and help families in need by improving enrollment and claims processing.

- ***Pharmaceuticals & Life Sciences.*** We provide services to 9 of the top 10 global pharmaceutical and life science companies to support their revenue generation and clinical services. Our services include inside sales for drug detailing, clinical trial recruitment, patient access and medication adherence and compliance solutions. These services help generate incremental revenue by driving increased adoption of both mature and new drugs by clinicians and improve patient health outcomes by facilitating access to drugs and driving medication adherence.

Public Sector Segment

Our Public Sector segment generated revenues of $1,727 million in 2015, representing 26% of our total 2015 revenues. This segment provides government-centric business process services to U.S. federal, state and local and foreign governments for transportation, public assistance program administration, transaction processing and payment services. In order to provide targeted support to our government clients, our Public Sector segment is organized into two primary businesses:

- ***Transportation.*** We provide revenue-generating transportation services to government clients in over 25 countries. Our services include support for electronic toll collection, public transit, parking, photo enforcement and commercial vehicle operations. These innovative services significantly improve individual travel experiences, optimize how vehicles and goods move efficiently within cities, digitize integrated modes of transportation and help our government clients to better serve their constituents.

- ***Federal, State and Local Government.*** We support our government clients with services targeting key civilian agencies within federal, state and local governments, as well as government administrative offices. Our depth of agency-specific expertise combined with our scale allows us to deliver and manage programs at all levels of government. Our services include support for government benefit programs such as child support, electronic benefits, eligibility and payment cards and unclaimed property, among others.

Commercial Industries Segment

Our Commercial Industries segment is our largest segment, with $2,896 million in revenues in 2015, representing 44% of our total 2015 revenues. Across the Commercial Industries segment, we deliver end-to-end business-to-business and business-to-customer services that enable our clients to optimize their key processes. Our multi-industry competencies include customer care, human resource management and finance and accounting services. These services are complemented by innovative industry-specific services such as personalized product information for clients in the automotive industry, digitized source-to-pay solutions for clients in the manufacturing industry, customer experience and marketing services for clients in the retail industry, mortgage and consumer loan processing for clients in the financial services industry and customized workforce learning solutions for clients in the aerospace industry.

Other

Other includes our Government HE Medicaid Platform business, where we are limiting our focus to implementing and maintaining systems for our current clients, and our Student Loan business, which is in run-off, as well as non-allocated expenses and inter-segment eliminations. In 2015, Other accounted for $289 million of revenues, representing 4% of our total 2015 revenues.

Our Service Offerings

Our portfolio of business process services includes a combination of industry-specific services and multi-industry services. We have subject matter experts who are responsible for implementing each of these services, delivering service excellence to clients, ensuring best practices to improve cost competitiveness, innovating our next generation offerings and supporting worldwide sales.

[Table of Contents](#)

The figure below depicts the services we offer:

Industry-Specific Services

Multi-Industry Services

Industry-Specific Services

Healthcare Industry-Specific Services

Our healthcare services include care integration and coordination, member health risk assessments, payment integrity (*e.g.*, recovering claims from the appropriate payers), fiscal agent administrative services and providing management information systems in support of Medicaid programs, pharmacy benefits management, clinical trial recruitment and care and quality analytics.

Public Sector-Specific Services

Transportation Services. The transportation services we offer include support for electronic toll collection, public transit, parking, photo enforcement and commercial vehicle operations. Across these offerings, we manage key processes on behalf of our clients including fee collection, compliance and violation management, notifications, statements and reporting.

Other Public Sector Services. Our broad set of public sector services includes public assistance program administration, pension administration, records management, disease management and software offerings in support of federal, state and local government agencies.

Commercial Industry-Specific Services

Examples of the services we offer include personalized product information for automotive clients, digitized source to pay solutions for manufacturing clients, customer experience and marketing services for retail clients, mortgage and consumer loan processing for financial institution clients and customized workforce learning solutions for aerospace clients.

Multi-Industry Services

Transaction Processing Services

We help our clients to improve communications with their customers and constituents, whether it is on paper, on-line or through other communication channels. By supporting our clients' customer communication processes, we help our clients deliver a better experience to their customers and operate with improved efficiency and greater effectiveness.

We offer a broad array of flexible transaction processing services that include data entry, scanning, image processing, enrollment processing, claims processing, high volume offsite print and mail services and file indexing. Our multi-channel communication capabilities (including secure print, email, text and web) enable the delivery of personalized and targeted communications that are designed to elicit the desired response from customers or other end-users (*e.g.*, on-time bill payment, increased marketing response rates). Our service offerings utilize both proprietary and commercially available third-party technologies, combined with our expertise to ensure continued quality and innovation for our clients.

Payment Services

Prepaid Cards. We are an extensive provider of VISA and MasterCard prepaid debit cards, as well as other electronic payment cards. We are a leading provider of prepaid payment card services in support of U.S. government benefit programs including Social Security, Supplemental Nutrition Assistance Program (formerly known as food stamps), Special Supplemental Nutrition Program for Women, Infants and Children and other specialized Electronic Benefits Transfer programs. Our secure payment services reduce fraud and eliminate paper checks by disbursing electronic payments directly to end users, even those without bank accounts. Our proprietary processing platform, significant operational expertise, advanced fraud analytics and adoption of Europay, MasterCard and Visa chip-enabled technology put us in the forefront of the prepaid card industry.

Health Savings Accounts. We provide clients with a simplified approach to help their employees manage their health care costs and accumulate wealth with tax-advantaged accounts. We consolidate administration of all health spending accounts onto one common platform, including Health Savings Accounts, Health Reimbursement Arrangements, Flexible Spending Accounts and Health Incentive Accounts. By consolidating and integrating the management of health spending accounts, we help our clients improve benefit enrollment and account opening, consolidate customer service, simplify communications and streamline account funding and management.

Child Support Payments. We are an industry leader of U.S. State Government Disbursement Units for child support payments. We collect payments from non-custodial parents via check, credit card and transfers from employee payroll systems and disburse payments to the beneficiaries.

Customer Care Services

We offer customer care services that help our clients provide their own customers with a superior experience. Our service offerings range from answering simple billing questions to providing complex technical and customer support. We also offer both inbound and outbound sales and cross-selling programs through our contact center operations. We provide these services through multiple channels, including phone, SMS, chat, interactive voice response, social networks and email. We augment our customer care agents' efficiency and effectiveness with advanced technologies that help them resolve customer needs quickly and with consistently high quality.

Human Resources Services

We help our clients to support their employees at all stages of employment from initial onboarding through retirement. We offer clients customized advisory, technology and administrative services that help them more effectively involve employees in their health insurance, retirement plan and compensation programs. We design and administer employee benefit programs that attract, reward and retain workforce talent through engaging technologies and decision support tools. Our service offerings include global health and retirement plan consultation and administration; cloud-based HR outsourcing; payroll and benefits administration; health savings and tax efficient account administration; and administration of, and consultation regarding, our proprietary private health care exchange, which allows employees to select from a set of pre-defined providers and also provides market-leading health and benefit decision support tools and ongoing health and wellness management.

Finance and Accounting Services

We serve clients by managing their critical finance, accounting and procurement processes. Our services include general accounting and reporting, billing and accounts receivable and purchasing, accounts payable and expense management services. We also offer wholesale and retail lockbox services and process auto and mortgage loans in the United States. With a global, dedicated team, we manage the core, end-to-end process areas of finance, accounting and procurement for some of the world's most recognized brands.

Legal Business Services

We have been providing client support to law firms and corporate legal departments for over 20 years. We work across the litigation lifecycle, with particular focus on the legal discovery and review process. Our offerings include litigation support services, compliance and risk review and managed services support.

Workforce Learning Services

We are a provider of end-to-end learning services, designed to accelerate the productivity and development of our clients' employees and extended work forces. Our global presence, superior innovation and expertise allow us to deliver performance-based learning services tailored to our clients' unique strategic business goals. Our offerings include learning strategy and assessment, instructor management and learning administration.

Applied Automation and Analytics Solutions

Many of our service offerings described above incorporate our applied automation and analytics solutions to increase their value and effectiveness to clients across all industries. We deploy these solutions to personalize millions of interactions, optimize service delivery and simplify complex processes. For example, our customer care services harness the power of applied analytics and automation to help our customer service agents work more efficiently across different communication channels. Our applied automation solutions track and learn the most efficient means to address common customer service needs as they occur in real time so that we can solve the same problem faster the next time around. The combination of applied automation and analytics allows us to identify new service demand patterns and opportunities quickly so that we can proactively address them on behalf of our clients.

Our Competitive Strengths

We possess a number of competitive strengths that distinguish us from our competitors, including:

Leadership in attractive growth markets. We are a leader in business process services with deep expertise in attractive industries, including healthcare and transportation. Our strong client relationships, deep industry expertise and differentiated, industry-specific solutions are competitive advantages that enable us to compete and grow in these attractive markets.

- ***Healthcare.*** U.S. healthcare spending is estimated to have represented greater than 15% of GDP in 2015 and is continuing to grow. As one of the most regulated industries, healthcare providers must balance increased utilization with heightened complexity and new financial pressures such as government budget challenges to significantly reduce reimbursements, reimbursement penalties for hospital readmissions and a shift from fee-for-service to “value-based” population health management. We are widely recognized by industry analysts as a leader in healthcare payer operations, serving 18 of the top 20 U.S. managed healthcare plans and we provide administrative and care management solutions to Medicaid programs and federally funded U.S. government healthcare programs in 29 states, Puerto Rico and the District of Columbia.
- ***Transportation.*** Traffic congestion continues to increase as urbanization and changing demographics take hold globally. As a result, optimized transportation systems are becoming critical to increase efficiency while maintaining strict safety requirements. Electronic toll collection, public transit and parking all represent key growth drivers as governments at all levels increasingly focus on transportation infrastructure. We are the second largest electronic toll collection service provider in the United States based on toll revenues collected through our systems in 2015, the largest U.S.-based commercial vehicle operations service provider in the United States with a 40% market share based on 2015 revenues and we are an award-winning innovator in parking management.

Differentiated suite of multi-industry service offerings at scale. We are experts in managing transaction-intensive processes and working directly with end-users to meet their needs in real-time. We are unique in our ability to offer our clients these business process services on a large scale and with high quality. Additionally, we are able to leverage our multi-industry services to bring the same scale and quality to our portfolio of industry-specific service offerings, such as healthcare claims management, employee benefits management and public transit fare collection.

Global delivery expertise. Our scale and global delivery network enables us to deliver our proprietary technology, differentiated service offerings and service capabilities expertly to clients around the world. We have approximately 290 delivery centers, including operations in India, the Philippines, Jamaica, Guatemala, Mexico, Romania, the Dominican Republic and the United States. Our global delivery model enables us to leverage lower-cost production locations, consistent methodologies and processes, time zone advantages and business continuity plans.

Innovation and development. We innovate by developing and acquiring new technologies and capabilities that improve business processes. We are constantly creating the next generation of simple, automated and touch-less business processes to drive lower costs, higher quality and increased end-user satisfaction. Analytics allow us to transform big data into useful information that helps identify operational improvements and constituent insights. Additionally, we leverage robotic process automation and predictive analytics, combined with our deep subject matter expertise, to create intelligent services that improve security, increase speed, improve accuracy, quality and regulatory compliance and uncover insights that support better decision making and outcomes for our clients.

Stable recurring revenue model supported by a loyal, diverse client base. In 2015, 90% of our total revenues were recurring, and our contract renewal rate was 86%. We have a broad and diverse base of clients across geographies and industries, including Fortune 1000 companies and small and midsize businesses as well as governmental entities, in 42 countries. Our close client relationships and successful client execution support our stable recurring revenue model and high renewal rates.

Our Strategies

Our strategy is to drive leadership in attractive markets by leveraging and building on our competitive strengths. We intend to execute our strategy through increased business portfolio focus and operating discipline, enhanced sales and delivery capabilities and tightly aligned investments. Our strategy is designed to deliver value for our shareholders by delivering profitable growth, expanding operating margins and deploying a disciplined capital allocation strategy.

Specific elements of our strategy include the following:

Expand within attractive industries. The industries in which we operate have attractive revenue growth rates, generally in the mid-single digits. We intend to sharpen our focus and expand our business in industries with strong growth and profitability characteristics. We will employ a disciplined approach to portfolio management to complement our competitive strengths and build depth and breadth in our core businesses. Within the healthcare industry, we intend to leverage our data analytics, differentiated service offerings and industry know-how to continue to service payer, provider and core government healthcare clients. Within the transportation industry, we will leverage our global, end-to-end platforms to continue to deliver seamless travel experiences while providing back-end transaction processing and call center services for government clients globally.

Optimize and strengthen our services capabilities. We plan to optimize our services capabilities and strengthen several core areas, including transaction processing, customer care and prepaid card services. Within transaction processing, we intend to continue to build industry-specific service offerings and advance inbound and outbound processing capabilities. Within customer care, we intend to capitalize on our global scale, cost efficiencies and our ability to provide seamless communications between our clients and their end-users through traditional (*e.g.*, voice) and digital (*e.g.*, web, mobile, Internet of Things) channels. In prepaid cards, we plan to continue to leverage our scalable platform to help our clients simplify their payment disbursement processes.

Drive operational and delivery excellence. We intend to improve our margins through an ongoing focus on operational and delivery excellence and cost efficiency. In January 2016, we initiated a three-year strategic transformation program to support margin expansion through productivity enhancements and cost reductions, which we plan to continue following the completion of the Spin-Off. In particular, we plan to drive operational excellence through further automation and standardization of internal processes and with a continued focus on providing quality services.

Continue to advance next-generation platforms and capabilities. We intend to maintain our focus on innovation to create next-generation solutions aligned with our clients' future needs and our growth strategies. We plan to advance our current platforms, further automate and personalize business processes and enhance data analytics capabilities to deliver value-added services for our clients.

Engage, develop and support our people. We intend to continue to develop our employees by investing in training, processes and systems to equip them with modern tools that enable them to perform their jobs more efficiently. Further, we plan to strengthen our sales teams with improved and optimized coverage and effective talent management.

Sales and Marketing

We market our business process services to both potential and existing clients through our worldwide sales force and our business development team. Additionally, we have dedicated “solution architects” who work with clients to better understand their situation and develop a custom-tailored solution to meet their unique needs.

Our sales and marketing strategy is to go to market by industry to deliver key industry-specific and multi-industry service offerings to our clients. We focus on developing new prospects through market research and analysis, renewing expiring contracts and leveraging existing client relationships to offer additional services. We leverage our broad, multi-industry service offerings to package solutions through enterprise selling, while maintaining a disciplined approach to pricing and contracting. Our sales efforts typically involve extended selling cycles and our expertise in specific industries is critical to winning new business.

Our Geographies

We provide services globally and we have a diversified geographic delivery network. In 2015, approximately 22% of our revenues were generated by clients outside the United States. In 2015, our revenues by geography were as follows: $5,166 million in the United States (78% of total revenues), $797 million in Europe (12% of total revenues) and $699 million from the rest of the world (10% of total revenues).

Innovation and Research and Development

Our innovation and research and development (R&D) capabilities are critical to our client value proposition and competitive positioning. Our investments in innovation align with our growth strategies and are driven by a view of future needs and required competencies developed in close partnership with our clients and R&D partners. We are investing in attractive markets, such as healthcare and transportation, and building on proven platforms to create services that distinguish us from our competitors. In addition, we expand our innovation capabilities through acquisitions that offer new capabilities and access to complementary services and technologies.

Our innovation and R&D are focused on three key areas: automation, personalization and analytics.

Automation—Create simple, automated and touch-less business processes to drive lower cost, higher quality and increased agility. Businesses require agility to quickly respond to market changes and new customer requirements. To enable greater business process agility, our R&D goals are to simplify, automate and enable business processes via flexible platforms that run on robust and scalable infrastructures. Automation of business processes benefits from our strong image, video and natural language processing, as well as our machine learning capabilities. Application of these methods to business processes enables technology to perform tasks that today are performed manually such as providing automation solutions in transportation by aggregating and automatically applying business rules to simplify toll payments and by using our state of the art video and image analytics to reduce the need for manual review of license plates in tolling and toll adjustment scenarios; analyzing data on eligibility claims and checking for correctness on applications. The scope of automation is applied across our portfolio of services and is a key element of our ongoing strategy of modern, efficient services.

Personalization—Augment humans by providing secure, real-time, context-aware personalized products and services. Whether business correspondence, personal communication, manufactured items or an information service, personalization increases the value to the recipient. Our R&D investments lead to technologies that improve the efficiency, economics and relevance of business services, such as customer care and health and welfare services. In our current customer care service offerings, the human touch is seamlessly added as our software automatically takes telephony data and merges it with customer records pulled from multiple sources to seamlessly create customized scripts and flows. This allows the agent to have the caller's data at their fingertips and provide a more personal experience to the customer—whether on the phone or online. In toll systems, our systems automatically pull up a customer's name, verify their information and prompt them for unpaid tolls. In transportation, our mobile app aggregates and calculates the time, cost, carbon footprint and health benefits from walking, biking, driving, parking and taking public transit, as well as the emerging private transportation options, such as app-based taxi alternatives and car sharing, and presents commuters with the shortest, cheapest and most sustainable way to get to a destination. For health and welfare, our systems provide state of the art personalized delivery to insure the best utilization of funds for the neediest populations.

Analytics—Transform big data into useful information to support better decision making. Competitive advantage can be achieved by better utilizing available and real-time information. Today, information resides in an ever increasing universe of servers, repositories and formats. The vast majority of information is unstructured, including text, images, voice and videos. We are using natural language processing and semantic analysis to make sense of unstructured information and we are developing proprietary methods for prescriptive analytics applied to business processes. Here, we seek to better manage large data systems in order to extract business insights to provide our clients with actionable recommendations. Tailoring these methods to various industry applications leads to new customer value propositions. In hospitals, we mine usage and clinical indicators to improve patient experiences. We also help our healthcare clients identify waste and fraud by identifying networks of providers and patients with suspicious behavior, such as sudden and dramatic increases in a provider's level of business or unusual or illogical patient treatment sequences. In transportation, we enable transport and parking operators to better understand and predict commuter needs, including adherence to schedules, passenger loading levels, car park utilization rates and the impact of varying factors such as weather and schedule variations. In customer care, we identify vital business patterns and trends for our customers to improve their businesses and meet their customer needs.

Intellectual Property

Our general policy is to seek patent protection for those inventions likely to be incorporated into our products and services or where obtaining such proprietary rights will improve our competitive position. We own approximately 660 patents and pending applications. Our patent portfolio evolves as new patents are awarded to us and as older patents expire. These patents expire at various dates, generally 20 years from their original filing dates. While we believe that our portfolio of patents and applications has value, in general no single patent is essential to our business or any individual segment. In addition, any of our proprietary rights could be challenged, invalidated or circumvented, or may not provide significant competitive advantages.

Our business relies on software, provided to an approximately equal extent by both internal development and external sourcing, to deliver our services in our businesses. We both develop our own software for inclusion in our products and services, and incorporate externally sourced software into our products and services. We also partner with third-party software providers to develop software. With respect to internally developed software, we claim copyright on all such software, registering works which may be accessible to third parties. In addition, we rely on maintaining source code confidentiality to assure our market competitiveness. With respect to externally sourced software, we rely on contracts assuring our continued access for our business usage.

In the United States, we own more than 165 trademarks, which are either registered or applied for, reflecting the many businesses we participate in. These trademarks may have a perpetual life, subject to renewal every 10 years and may be subject to cancellation or invalidation based on certain use requirements and third-party challenges, or on other grounds. We vigorously enforce and protect our trademarks.

People and Culture

We draw on the business and technical expertise of our talented and diverse global workforce to provide our clients with high-quality services. Our business leaders bring a strong diversity of experience in our industry and a track record of successful performance and execution.

We have historically operated according to the human resource policies and programs of Xerox, which are designed to meet general governance and regulatory requirements. Xerox has a diversity and inclusion program, which is overseen by Xerox's human resources department. Xerox promotes understanding and inclusion through a comprehensive set of diversity initiatives and strategies, including addressing under-representation by identifying shortfalls and developing action plans to close those gaps and through work-life programs that assist employees in many aspects of their personal lives. Additionally, Xerox informs and educates all employees on diversity programs, policies and achievements. As an independent company, we intend to continue our commitment to diversity and inclusion and implement similar policies and programs.

In the United States, Conduent will comply with Equal Employment Opportunity guidelines and all applicable federal, state and local laws that govern the hiring and treatment of its employees.

As of September 30, 2016, we had approximately 93,700 employees globally, with 48% located in the United States and the remainder located primarily in India, the Philippines, Jamaica, Guatemala and Mexico.

Training and Talent Development

We believe our people are our most important asset, which is why we invest in employee growth and development programs. We are focused on building a workplace where our people can do their best work and have access to the tools and resources they need to perform their jobs more effectively. We are building a culture of learning and have shifted from delivering training to incorporating learning into day-to-day work.

In 2014 we launched an industry-leading, innovative virtual learning platform for our employees. It includes custom created content, curated content from third-party sources and a social learning platform that allows employees to share their experiences with their colleagues worldwide. Since its launch, the platform has connected more than 20,000 employees and helped them to develop the skills and knowledge needed to create and deliver best-in-class client solutions.

We also provide tuition assistance to employees to work toward obtaining degrees through accredited institutions. In addition, we have a unique partnership with a distinctive grant program which allows employees pursuing a degree to take courses free of charge.

We have a strong performance management system in place that requires all employees to engage with their managers on goal-setting and performance feedback, enabling personal and professional development. There is a strong emphasis on mentorship and coaching, both formal and informal, to help employees get to the next level in their careers. We enable this by developing management capability for our front line leaders to ensure they are able to coach and mentor their teams and engage in constructive and continuous two-way dialogue.

Corporate Ethics

Our commitment to business ethics represents more than a declaration to do the right thing. It has become an integral part of the way we do business. We have historically operated according to the ethics and compliance program of Xerox, which is designed to meet general governance and specific industry and regulatory requirements with a focus on values, culture and performance with integrity. Xerox has a business ethics program, which is overseen by a business ethics office, and a code of business conduct, which will serve as the foundation of our business ethics program. The code of business conduct makes clear Xerox's expectations for ethical leadership, performance with integrity and compliance with company policies and the law. In addition, the code of business conduct embodies and reinforces Xerox's commitment to integrity and helps employees resolve ethics and compliance concerns consistent with our core values and legal and policy controls. In addition, as Xerox employees, our employees are required to complete business ethics training annually and Xerox regularly solicits their input to gauge the state of Xerox's ethical culture and help identify areas for improvement. As an independent company, we intend to continue our commitment to business ethics and implement similar policies and programs.

Competition

Although we encounter competition in all areas of our portfolio, we lead across many areas of our principal businesses. We compete on the basis of technology, performance, price, quality, reliability and customer service and support. We participate in a highly competitive and rapidly evolving market, driven by changes in industry standards and demands of customers to become more efficient. Our competitors range from large international companies to relatively small firms. Our competitors include:

- Large multinational service providers, such as Accenture, Aon Hewitt, Hewlett-Packard Enterprise, Cognizant and IBM;
- Primarily business process outsourcing service providers, such as Convergys, Genpact, Teletech and Teleperformance; and
- Smaller niche business processing service providers and in-house departments that perform functions that could be outsourced to us.

Backlog

Backlog, or the value of the remaining term of our service contracts, is not a metric that we regularly use to measure our business. However, approximately 90% of our revenues in 2015 were tied to recurring revenue contracts.

Seasonality

Our revenues can be affected by various factors such as our clients' demand pattern for our services. These factors have historically resulted in higher revenues and profits in the fourth quarter.

Facilities

We lease and own numerous facilities worldwide with larger concentrations of space in Kentucky, New Jersey, California, Mexico, Guatemala, the Philippines, Jamaica, Romania and India. Our owned and leased facilities house general offices, sales offices, service locations, call centers and distribution centers. The size of our property portfolio as of August 31, 2016 was approximately 12.2 million square feet at an annual operating cost of approximately $294 million and comprised 513 leased properties and 8 owned properties. We believe that our current facilities are suitable and adequate for our current businesses. Because of the interrelation of our business segments, each of the segments use substantially all of these properties at least in part.

As a result of implementing our strategic transformation program as well as various productivity initiatives, several leased and owned properties may become surplus over the next three years. We are obligated to maintain our leased surplus properties through required contractual lease periods and plan to dispose of or sublease these properties.

Regulatory

We are subject to a variety of laws and regulations in both the United States and in many other jurisdictions around the world. As a result of the complexity of our operations and services we are subject to regulation at the U.S. federal, state and local level and at the various levels of government in the countries where we have operations and deliver services. We are also subject to regulation by regional bodies such as the European Union.

In addition, the terms of our service contracts with our customers commonly require that we comply with applicable laws and regulations. In certain contracts, we are required to comply even if such laws and regulations apply to our clients but not to us. Also, in some instances our client engagements may expose us to laws and regulations in jurisdictions in which they are located.

If we fail to comply with any applicable laws and regulations, we may be restricted in our ability to provide services, and may also be subject to legal actions and penalties, any of which could materially adversely affect our operations.

In the United States, given the nature of our services in finance, healthcare, customer care, government contracting, human resources and other industries, we are subject to a wide-ranging set of laws and regulations, such as the Gramm-Leach-Bliley Act (also known as the Financial Modernization Act of 1999), as amended, the Currency and Foreign Transactions Reporting Act of 1970 (commonly known as the Bank Secrecy Act), as amended, and anti-money laundering compliance programs, the Fair Credit Reporting Act, as amended, the Fair and Accurate Credit Transactions Act of 2003, as amended, the Right to Financial Privacy Act of 1978, as amended, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended, the Fair Debt Collections Practices Act, as amended, the Truth in Lending Act, as amended, the Home Owners Loan Act, as amended, the Electronic Fund Transfer Act, as amended, the Equal Credit Opportunity Act, as amended, and the Real Estate Settlement Procedures Act of 1974, as amended, the Telemarketing Consumer Fraud and Abuse Prevention Act, as amended, and the Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991, as amended, and rules promulgated by the Federal Communications Commission, the CAN-SPAM Act of 2003, as amended, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, the Federal Trade Commission Act, as amended, the False Claims Act, as amended, the Family Educational Rights and Privacy Act, as amended, the Communications Act of 1934, as amended, the Electronic Communications Privacy Act of 1986, as amended, the Patient Protection and Affordable Care Act, as amended, and rules promulgated by the Department of Health and Human Services’ Centers for Medicare and Medicaid Services and other applicable regulations in these areas, as well as regulation by U.S. agencies such as the SEC, the Federal Reserve, the Federal Deposit Insurance Corporation, the National Credit Union Administration, the Commodity Futures Trading Commission, the Federal Financial Institutions Examination Council, the Office of the Comptroller of the Currency and the Office of Thrift Supervision.

We obtain, process, transmit and store information relating to identifiable individuals, both in our role as a service and technology provider and as an employer. As a result, we are subject to numerous U.S. (both federal and state) and foreign jurisdiction laws and regulations designed to protect individually identifiable information, including HIPAA and the HIPAA regulations governing, among other things, the privacy, security and electronic transmission of individually identifiable health information, and the European Union Directive on Data Protection (Directive 95/46/EC).

Additionally, the global nature of our business exposes us to various anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, as amended, and other similar laws and regulations. For the same reason we are subject to laws and regulations governing foreign trade, such as the Arms Export Control Act, as amended, as well as by government bodies such as the Commerce Department’s Bureau of Industry and Security, the State Department’s Directorate of Defense Trade Controls and the Treasury Department’s Office of Foreign Assets Control.

We are also subject to laws in the United States, the United Kingdom and the European Union that are intended to limit the impact of outsourcing on employees in those countries.

Legal Proceedings

There are no legal proceedings pending against us or legal matters of significance, other than the three mentioned below, which are likely to have a material adverse effect on our business, results of operations and financial conditions. The Company believes it has recorded adequate provisions for any such matters and, as of June 30, 2016, it was not reasonably possible that a material loss had been incurred in connection with such matters in excess of the amounts recognized in its financial statements.

State of Texas v. Xerox Corporation, Xerox State Healthcare, LLC and ACS State Healthcare, LLC: On May 9, 2014, the State of Texas, via the Texas Office of Attorney General (the "State"), filed a lawsuit in the 53rd Judicial District Court of Travis County, Texas. The lawsuit alleges that Xerox Corporation, Xerox State Healthcare, LLC and ACS State Healthcare (collectively, the "Xerox Defendants") violated the Texas Medicaid Fraud Prevention Act in the administration of its contract with the Texas Department of Health and Human Services ("HHSC"). The State alleges that the Xerox Defendants made false representations of material facts regarding the processes, procedures, implementation and results regarding the prior authorization of orthodontic claims. The State seeks recovery of actual damages, two times the amount of any overpayments made as a result of unlawful acts, civil penalties, pre- and post-judgment interest and all costs and attorneys' fees. The State references the amount in controversy as exceeding hundreds of millions of dollars. The Xerox Defendants filed their Answer in June, 2014 denying all allegations. The Xerox Defendants will continue to vigorously defend themselves in this matter. We do not believe it is probable that we will incur a material loss in excess of the amount accrued for this matter. In the course of litigation, we periodically engage in discussions with plaintiff's counsel for possible resolution of the matter. Should developments cause a change in our determination as to an unfavorable outcome, or result in a final adverse judgment or settlement for a significant amount, there could be a material adverse effect on our results of operations, cash flows and financial position in the period in which such change in determination, judgment or settlement occurs.

Dennis Nasrawi v. Buck Consultants et al.: On October 8, 2009, plaintiffs filed a lawsuit in the Superior Court of California, Stanislaus County and on November 24, 2009, the case was removed to the U.S. Court for the Eastern District of California, Fresno Division. Plaintiffs allege actuarial negligence against Buck Consultants, LLC ("Buck") for the use of faulty actuarial assumptions in connection with the 2007 actuarial valuation for the Stanislaus County Employees Retirement Association ("StanCERA"). Plaintiffs allege that the employer contribution rate adopted by StanCERA based on Buck's valuation was insufficient to fund the benefits promised by the County. On July 13, 2014, the Court entered its ruling that the plaintiffs lacked standing to sue in a representative capacity on behalf of all plan participants. The Court also ruled that plaintiffs had adequately pleaded their claim that Buck allegedly aided and abetted StanCERA in breaching its fiduciary duty. Plaintiffs then filed their Fifth Amended Complaint and added StanCERA to the litigation. Buck and StanCERA filed demurrers to the amended complaint. On September 13, 2012, the Court sustained both demurrers with prejudice, completely dismissing the matter and barring plaintiffs from refiling their claims. Plaintiffs appealed and ultimately the California Court of Appeals (Sixth District) reversed the trial court's ruling and remanded the case back to the trial court. Buck entered into a stay agreement with plaintiffs that essentially postpones this litigation pending the outcome of parallel litigation between plaintiffs and StanCERA. Buck will continue to aggressively defend these lawsuits.

On January 5, 2016, the Consumer Financial Protection Bureau (the "CFPB") notified Xerox Education Services, Inc. ("XES") that, in accordance with the CFPB's discretionary Notice and Opportunity to Respond and Advise ("NORA") process, the CFPB's Office of Enforcement is considering recommending that the CFPB take legal action against XES, alleging that XES violated the Consumer Financial Protection Act's prohibition of unfair practices. Should the CFPB commence an action, it may seek restitution, civil monetary penalties, injunctive relief or other corrective action. The purpose of a NORA letter is to provide a party being investigated an opportunity to present its position to the CFPB before an enforcement action is recommended or commenced. This notice stems from an inquiry that commenced in 2014 when XES received and responded to a Civil Investigative Demand containing a broad request for information. During this process, XES self-disclosed to the

Department of Education and the CFPB certain adjustments of which it had become aware that had not been timely made relating to its servicing of a small percentage of third-party student loans under outsourcing arrangements for various financial institutions. The CFPB and the Department of Education, as well as certain states' attorney general offices and other regulatory agencies, began similar reviews. XES has cooperated and continues to fully cooperate with all regulatory agencies, and XES has submitted its NORA response. We cannot provide assurance that the CFPB or another party will not ultimately commence a legal action against XES in this matter nor are we able to predict the likely outcome of the investigations into this matter. We could in future periods incur judgments or enter into settlements in connection with this matter and there could be a material adverse effect on our results of operations, cash flows and financial position in the period in which such change in judgment or settlement occurs.

Other

Conduent Incorporated is a New York corporation, organized in 2016. Our principal executive offices are located at 233 Mount Airy Road, Suite 100, Basking Ridge, NJ 07920. Our telephone number is (908) 758-1200. Our website address is www.conduent.com. Information contained on, or connected to, our website or Xerox's website does not and will not constitute part of this Information Statement or the Registration Statement on Form 10 of which this Information Statement is a part.

[Table of Contents](#)

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with our accompanying historical Combined and Condensed Combined Financial Statements and the notes thereto included elsewhere in this Information Statement as well as the discussion in the section of this Information Statement entitled "Business." This discussion contains forward-looking statements that involve risks and uncertainties. These statements can be identified by the fact that they do not relate strictly to historical or current facts, but rather are based on current expectations, estimates, assumptions and projections about the business process outsourcing industry and our business and financial results. Forward-looking statements often include words such as "anticipates," "estimates," "expects," "projects," "intends," "plans," "believes" and words and terms of similar substance in connection with discussions of future operating or financial performance. Our actual results may vary materially from those expressed or implied in our forward-looking statements. Accordingly, undue reliance should not be placed on any forward-looking statement made by us or on our behalf. Our actual results could differ materially from the results contemplated by these forward-looking statements due to a number of factors, including those discussed in the sections of this Information Statement entitled "Risk Factors" and "Cautionary Statement Concerning Forward-Looking Statements."

Introduction

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand the financial condition and results of operations of the BPO Business. MD&A is provided as a supplement to, and should be read in conjunction with, our accompanying historical Combined and Condensed Combined Financial Statements and the notes thereto. MD&A provides additional information about our operations, current developments, financial condition, cash flows and results of operations. MD&A is organized as follows:

- *Overview*. This section provides a general description of our business, as well as recent developments we believe are important in understanding our results of operations and financial condition or in understanding anticipated future trends.
- *Critical Accounting Policies*. This section identifies and summarizes those accounting policies that we consider important to our results of operations and financial condition, require significant judgment and require estimates on the part of management in application.
- *Results of Operations*. This section provides an analysis of our results of operations for the three years ended December 31, 2015 and the six months ended June 30, 2016 and June 30, 2015.
- *Capital Resources and Liquidity*. This section provides a discussion of our current financial condition and an analysis of our cash flows for the three years ended December 31, 2015 and the six months ended June 30, 2016 and June 30, 2015. This section also provides a discussion of our contractual obligations and commitments and off-balance sheet arrangements. Included in this section is a discussion of the amount of financial capacity available to fund our future commitments and ongoing operating activities.
- *Market Risk Management*. This section presents information about our market sensitive financial instruments and exposure to market risk as of December 31, 2015.

For purposes of this MD&A section, we use the terms "Conduent Incorporated," "Conduent," "the Company," "we," "us" and "our" to refer to Xerox's business process outsourcing business and related operations. References in this MD&A section to "Xerox" refer to Xerox Corporation, collectively with its consolidated subsidiaries other than, for all periods following the Spin-Off, Conduent.

OVERVIEW

Spin-off Transaction

On January 29, 2016, Xerox announced plans for the complete legal and structural separation of the BPO Business from Xerox. To effect the separation, Xerox will complete the Internal Transactions described under "Certain Relationships and Related Party Transactions—Agreements with Xerox—Separation and Distribution Agreement." Following the Internal Transactions, Conduent will hold the BPO Business. The Spin-Off will be completed by way of a pro rata dividend of Conduent shares held by Xerox to its stockholders of record as of the Record Date. Following the Spin-Off, Xerox stockholders will own 100% of the outstanding shares of common stock of Conduent and Conduent will operate as an independent, publicly traded company.

Our Business

With revenues of nearly $7.0 billion in 2015, we are a leading provider of business process services with expertise in transaction-intensive processing, analytics and automation. We serve as a trusted business partner in both the front office and back office, enabling personalized, seamless interactions on a massive scale that improve end-user experience.

We believe our addressable market size in the global business process service industry is estimated at nearly $260 billion in 2016, with expected growth rates in the mid-single digits through 2019. We have leadership positions in key market segments, including healthcare and transportation, which are expected to grow at 8% and 5% on a compounded annual basis through 2019, respectively.

We organize our business around three main reportable segments, Healthcare, Public Sector and Commercial Industries:

- ***Healthcare***: We provide industry-centric business process services to clients across the healthcare industry, including providers, payers, employers, pharmaceutical and life science companies and government agencies.
- ***Public Sector***: We provide government-centric business process services to U.S. federal, state and local and foreign governments.
- ***Commercial Industries***: We provide business process services and customized solutions to clients in a variety of industries (other than healthcare).

Our Government Health Enterprise ("HE") Medicaid Platform business, where we are limiting our focus to implementing and maintaining systems for our current clients, and our Student Loan business, which is in run-off, as well as non-allocated expenses and inter-segment eliminations, are included in Other in our segment reporting.

Recent Developments

Refocusing of Government Healthcare Business

Late in the third quarter of 2015, we determined that we would not fully complete the HE Medicaid platform implementation projects in California and Montana. However, we would continue to process Medicaid claims using existing legacy systems in those states, thus providing uninterrupted service for the states' healthcare providers and constituents.

As a result of the determination that we would not fully complete those two platform implementations, we recorded a pre-tax charge (the "HE charge") of $389 million ($237 million after-tax). The charge included $116 million for the write-off of contract receivables (primarily non-current), $34 million related to the non-cash impairment of the HE software and deferred contract set-up and transition costs and $23 million for other related assets and liabilities. The remainder of the charge was primarily related to settlement costs including payments to subcontractors and would result in cash outflows in future quarters. Of the $389 million charge, $116 million was recorded as a reduction to revenues, while the remaining $273 million was recorded to costs of outsourcing.

We have finalized negotiations with both California and Montana, and we are currently negotiating with our various third-party subcontractors on a final settlement. At this time, we believe we have recorded our best estimate of our liabilities associated with these settlements; however, this estimate is subject to change when negotiations are finalized.

The above noted developments followed the change in strategy in our Government Healthcare business announced in July 2015, to focus our future HE platform implementations on current Medicaid customers and to discontinue investment in and sales of the Xerox Integrated Eligibility System ("IES"). This change in strategy resulted in a pre-tax non-cash software impairment charge of $146 million ($89 million after-tax) in the second quarter of 2015 associated with our HE and IES software platforms.

We remain committed to the implementation and ongoing operation of the HE platform for our other state clients. These HE platform implementations are reported in Other.

As a result of the significant impact of the HE charge and the software impairment charge on our reported revenues, earnings and key metrics for the period, we also discuss our results excluding the impact of these charges. These adjusted results are noted as "adjusted" in the discussion below. Refer to the "Non-GAAP Financial Measures" section for an explanation of these non-GAAP financial measures.

Acquisitions and Divestitures

Consistent with our strategy to enhance our service offerings, we completed several acquisitions during 2015. Refer to Note 3—Acquisitions in our Combined Financial Statements for additional information regarding our 2015 acquisitions.

In December 2014, we announced an agreement to sell our Information Technology Outsourcing ("ITO") business to Atos SE and began reporting it as a Discontinued Operation. The sale was completed on June 30, 2015. Refer to Note 4—Divestitures in our Combined Financial Statements for additional information.

Currency Impact

To understand the trends in our business, we believe that it is helpful to analyze the impact of changes in the translation of foreign currencies into U.S. Dollars on revenue and expenses. We refer to this analysis as "currency impact" or "the impact from currency" or "constant currency". In 2016, 2015 and 2014, this impact is calculated by translating current period activity in local currency using the comparable prior-year period's currency translation rate.

Key Trends and Drivers

Six Months ended June 30, 2016

Total revenues in the first half of 2016 of $3.3 billion decreased 2% compared to the prior-year period with a 1-percentage point negative impact from currency, as growth in Healthcare was more than offset by declines in Commercial Industries. Operating margin for the first half of 2016 of 4.5% improved 0.6-percentage points as compared to the first half of 2015, reflecting cost and productivity improvements, including benefits from our strategic transformation program, as well as lower expenses from our determination to refocus our Government Healthcare business, especially our HE platform implementations.

Table of Contents

Year ended December 31, 2015

Total revenues of $6.7 billion in 2015 declined 4% compared to the prior year with a 2-percentage point negative impact from currency. On an adjusted[1] basis, excluding the HE charge, total revenues of $6.8 billion declined 2% from the prior year and were flat at constant currency. Our decision to not fully complete the HE platform implementations in California and Montana and a few specific contracts contributed to revenue declines, which were offset by moderate inorganic and organic contributions. 2015 full-year operating margin of 4.8% decreased 1.4-percentage points from 2014. The decline was driven by targeted resource and other investments and increased expenses for our HE platform implementations prior to the refocusing of that business as described above.

(1) Refer to the Operating income / Margin reconciliation table in the "Non-GAAP Financial Measures" section.

CRITICAL ACCOUNTING POLICIES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires us to make estimates and assumptions in certain circumstances that affect amounts reported in the accompanying Combined Financial Statements and notes thereto. In preparing these Combined Financial Statements, we have made our best estimates and judgments of certain amounts included in the Combined Financial Statements giving due consideration to materiality. However, application of these accounting policies involves the exercise of judgment and use of assumptions as to future uncertainties and, as a result, actual results could differ from these estimates. Although we have listed a number of accounting policies below which we believe to be most critical, we also believe that all of our accounting policies are important to the reader. Therefore, please also refer to the Notes to the Audited Combined Financial Statements and Notes to the Unaudited Condensed Combined Financial Statements for a more detailed description of these and other accounting policies of the BPO Business.

Revenue Recognition

Application of the various accounting principles in U.S. GAAP related to the measurement and recognition of revenue requires us to make judgments and estimates. Complex arrangements with nonstandard terms and conditions may require significant contract interpretation to determine the appropriate accounting. Refer to Note 1—Basis of Presentation and Summary of Significant Accounting Policies—New Accounting Standards and Accounting Changes—Revenue Recognition in the Combined Financial Statements for additional information regarding our revenue recognition policies.

A significant portion of the BPO Business revenue is recognized based on objective criteria that do not require significant estimates or uncertainties. For example, transaction volumes, time and material and cost reimbursable arrangements are based on specific, objective criteria under the contracts. Accordingly, revenues recognized under these contracts do not require the use of significant estimates that are susceptible to change. Revenue recognized using the percentage-of-completion ("POC") accounting method does require the use of estimates and judgment as discussed below.

We recognize revenues when we have persuasive evidence of an arrangement, the services have been provided, the transaction price is fixed or determinable and collectability is reasonably assured. During fiscal year 2015, approximately 81% of our revenue was recognized based on transaction volumes, approximately 8% was fixed fee based, wherein our revenue is earned as we fulfill our performance obligations under the arrangement, approximately 2% was related to cost reimbursable contracts, approximately 3% of our revenue was recognized using POC accounting and the remaining 6% was related to time and material contracts. Our revenue mix is subject to change due to the impact of changing customer requirements, acquisitions, divestitures, new business and lost business.

As noted above, a portion of our revenue (approximately 3%) is recognized using the POC accounting method. This method requires the use of significant estimates and judgment. The POC methodology is normally applied to certain of our larger, more complex, and longer term outsourcing contracts involving system development and implementation services, primarily in government healthcare and certain government transportation contracts. In addition, we had unbilled receivables totaling $224 million and $351 million at December 31, 2015 and 2014, respectively, representing revenues recognized but not yet billable under the terms of our POC contracts. The decrease in unbilled revenues in 2015 is primarily due to developments in certain implementations of our HE Medicaid platform. See "—Overview – Recent Developments—Refocusing of Government Healthcare Business" for additional information on the developments in certain implementations of our HE Medicaid platform.

The POC accounting methodology involves recognizing probable and reasonably estimable revenue using the percentage of services completed based on a current cumulative cost incurred to estimated total cost basis and a reasonably consistent profit margin over the period. Due to the long-term nature of these arrangements, developing the estimates of cost often requires significant judgment. Factors that must be considered in estimating the progress of work completed and ultimate cost of the projects include, but are not limited to, the availability of labor and labor productivity, the nature and complexity of the work to be performed and the impact of delayed performance. If changes occur in delivery, productivity or other factors used in developing the estimates of costs or revenues, we revise our cost and revenue estimates, which may result in increases or decreases in revenues and costs. Such revisions are reflected in income in the period in which the facts that give rise to that revision become known. We perform ongoing profitability analysis of our POC services contracts in order to determine whether the latest estimates require updating. Key factors reviewed by the company to estimate the future costs to complete each contract are future labor costs, future product costs, expected productivity efficiencies, achievement of contracted milestones and performance goals as well as potential penalties for milestone and system implementation delays.

If at any time our estimates indicate the POC contract will be unprofitable, the entire estimated loss for the remainder of the contract is recorded immediately in cost of services. This results in the contract being recorded at a zero profit margin going forward with recognition of an equal amount of revenues and costs over the remaining contract term. A zero profit margin may also be applied when it is impractical to estimate specific amounts or ranges of contract revenues and costs; however, we can at least determine that we will not incur a loss on a particular contract.

Additionally, as noted previously, we apply the POC accounting method for our larger, more complex and longer term outsourcing contracts. The POC accounting process is particularly complex and challenging for these arrangements due to their significant scope and duration, the highly technical nature of the implementations, the potential for additional costs related to productivity and performance penalties and other delivery factors. Accordingly, based on the significance of these projects, we continually monitor our progress and consider the potential for increased costs as well as risks and uncertainties in our estimates of revenues and costs under the POC accounting methodology. To the extent possible, we attempt to mitigate these risks through operational changes, project oversight and process improvements.

Allowance for Doubtful Accounts and Credit Losses

We continuously monitor collections and payments from our customers and record a provision for estimated credit losses based on specific customer account analysis as well as changes in client credit-worthiness, payment terms and collection trends. We also regularly review historical experience adjusted for current economic trends and conditions. Any change in the assumptions used in analyzing a specific account receivable may result in additional provisions being recognized in the period in which the change occurs. Although bad debt provisions have not been material over the past three years, due to the level of accounts receivables including the portion that is unbilled, we critically review accounts to ensure collectability.

Refer to Note 5—Accounts Receivables, Net in the Combined Financial Statements for additional information regarding our allowance for doubtful accounts.

Capitalization of Outsourcing Contract Costs

In connection with our services arrangements, we incur and capitalize costs to originate these long-term contracts and to perform the migration, transition and setup activities necessary to enable us to perform under the terms of the arrangement. Certain initial direct costs of an arrangement are capitalized and amortized over the contractual service period of the arrangement to cost of services. From time to time, we also provide inducements to customers in various forms, including contractual credits, which are capitalized and amortized as a reduction of revenue over the term of the contract. We regularly review costs to determine appropriateness for deferral in accordance with the relevant accounting guidance. Key estimates and assumptions that we must make include projecting future cash flows in order to assess the recoverability of deferred costs. To assess recoverability, undiscounted estimated cash flows of the contract are projected over its remaining life and compared to the carrying amount of contract related assets, including the unamortized deferred cost balance. Such estimates require judgment and assumptions, which are based upon the professional knowledge and experience of our personnel. Key factors that are considered in estimating the undiscounted cash flows include projected labor costs and productivity efficiencies. A significant change in an estimate or assumption on one or more contracts could have a material effect on our results of operations.

Capitalization of Software Development Costs

We capitalize certain costs incurred to develop commercial software products to be sold, leased or otherwise marketed after establishing technological feasibility, and we capitalize costs to develop or purchase internal-use software. Significant estimates and assumptions include: determining the appropriate period over which to amortize the capitalized costs based on estimated useful lives, estimating the marketability of the commercial software products and related future revenues and assessing the unamortized cost balances for impairment. For commercial software products, determining the appropriate amortization period is based on estimates of future revenues from sales of the products. We consider various factors to project marketability and future revenues, including an assessment of alternative solutions or products, current and historical demand for the product, and anticipated changes in technology that may make the product obsolete. For internal-use software, the appropriate amortization period is based on estimates of our ability to utilize the software on an ongoing basis. To assess the recoverability of capitalized software costs, we consider estimates of future revenue, costs and cash flows. Such estimates require assumptions about future cash inflows and outflows, and are primarily based on the historical experience and expectations regarding future revenues. A significant change in an estimate related to one or more software products could result in a material change to our results of operations.

Refer to Note 6—Land, Buildings, Equipment and Software, Net in the Combined Financial Statements for additional information regarding capitalized software costs including a discussion of related impairments recorded in 2015.

Business Combinations

The accounting for business combinations requires the use of significant estimates and assumptions in the determination of the fair value of assets acquired and liabilities assumed in order to properly allocate the purchase price consideration between assets that are depreciated and amortized from goodwill. Our estimates of the fair values of assets and liabilities acquired are based upon assumptions believed to be reasonable and, when appropriate, include assistance from independent third-party valuation firms. Refer to Note 3—Acquisitions in the Combined Financial Statements for additional information regarding the allocation of the purchase price consideration for our acquisitions.

Because we are primarily a services business, which normally has a lower level of tangible assets, our acquisitions typically result in significant amounts of goodwill and other intangible assets. These assets affect the amount of future period amortization expense and possible expense we could incur as a result of an impairment. Acquired intangible assets are primarily related to customer relationships. As a result of the acquisition of

Affiliated Computer Services, Inc. (“ACS”) by Xerox in 2010, as well as other subsequent acquisitions, we have a significant amount of acquired intangible assets and goodwill. Acquired intangible assets and goodwill were $1.4 billion and $4.9 billion at December 31, 2015, respectively.

Intangible Assets

The fair values of identifiable intangible assets are primarily estimated using an income approach. These estimates include market participant assumptions and require projected financial information, including assumptions about future revenue growth and costs necessary to facilitate the projected growth. Other key inputs include assumptions about technological obsolescence, customer attrition rates, brand recognition, the allocation of projected cash flows to identifiable intangible assets and discount rates. We regularly review intangible assets with finite lives for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Factors we consider important which could trigger an impairment review include the following:

- significant underperformance relative to historical or projected future operating results;
- significant changes in the manner of our use of the acquired assets or the strategy for our overall business; and
- significant negative industry or economic trends.

When we determine that the carrying value of intangibles and long-lived assets may not be recoverable based upon the existence of one or more of the above indicators of potential impairment, we assess whether an impairment has occurred based on whether net book value of the assets exceeds the related projected undiscounted cash flows from these assets. We consider a number of factors, including past operating results, budgets, economic projections, market trends and product development cycles in estimating future cash flows. Differing estimates and assumptions as to any of the factors described above could result in a materially different impairment charge, if any, and thus materially different results of operations. In the three-year period ended December 31, 2015, we did not record any material impairments of acquired intangible assets except those related to the sales or shutdown of businesses.

Goodwill

Goodwill is not amortized but rather is tested for impairment annually or more frequently if an event or circumstance indicates that an impairment may have been incurred. Events or circumstances that might indicate an interim evaluation is warranted include, among other things, unexpected adverse business conditions, macro and reporting unit specific economic factors, supply costs, unanticipated competitive activities and acts by governments and courts.

Application of the annual goodwill impairment test requires judgment, including the identification of reporting units, assignment of assets and liabilities to reporting units, assignment of goodwill to reporting units and the assessment—qualitatively or quantitatively—of the fair value of each reporting unit against its carrying value. We determined that our reporting units were the same as our operating segments and, therefore, the BPO Business is comprised of three reporting units with goodwill balances. Our annual impairment test of goodwill was performed in the fourth quarter of 2015. We elected to utilize a quantitative assessment of the recoverability of our goodwill balances for each of our reporting units.

In our quantitative test, we estimate the fair value of each reporting unit by weighting the results from the income approach (discounted cash flow methodology) and market approach. These valuation approaches require significant judgment and consider a number of factors that include, but are not limited to, expected future cash flows, growth rates and discount rates, and comparable multiples from publicly traded companies in our industry. In addition, we are required to make certain assumptions and estimates regarding the current economic environment, industry factors and the future profitability of our businesses.

When performing our discounted cash flow analysis for each reporting unit, we incorporate the use of projected financial information and discount rates that are developed using market participant-based assumptions. The cash-flow projections are based on three-year financial forecasts developed by management that include revenue and expense projections, restructuring and strategic transformation activities, capital spending trends and investment in working capital to support anticipated revenue growth or other changes in the business. The selected discount rates consider the risk and nature of the respective reporting units' cash flows and an appropriate capital structure and rates of return that market participants would require to invest their capital in our reporting units.

We believe our assumptions are appropriate and reflect our forecasted long-term business model, and give appropriate consideration to our historical results as well as the current economic environment and markets that we serve. The average discount rate applied to our projected cash flows was approximately 9.0%, which we considered reasonable based on the estimated capital costs of applicable market participants.

Our impairment assessment methodology includes the use of outside valuation experts and the inclusion of factors and assumptions related to third-party market participants. When performing our market approach for each reporting unit, we rely specifically on the guideline public company method. Our guideline public company method incorporates revenues and earnings multiples from publicly traded companies with operations and other characteristics similar to each reporting unit. The selected multiples consider each reporting unit's relative growth, profitability, size and risk relative to the selected publicly traded companies.

After completing our annual impairment reviews for each reporting unit in the fourth quarter of 2015 and 2014, we concluded that goodwill was not impaired in either of these years. Although we experienced a decline in the fair values of our reporting units in 2015 as compared to 2014, with the exception of the Commercial Industries reporting unit, no reporting unit had an excess of fair value over carrying value of less than 20%.

The excess of reporting unit fair values over carrying values for our Commercial Industries reporting unit (which has approximately $1.9 billion of goodwill) was significantly less than in prior years with an excess of fair value over carrying value of approximately 17%. The decrease in fair values for this reporting unit was largely due to the mix of services and pricing pressures not being matched with cost reductions from productivity and restructuring actions. However, this reporting unit continues to operate in key areas of the business process services market, and the 2016 expectation is that through an increased focus on revenue and cost management, including expected benefits from our strategic transformation program, the business will reflect improved performance and a corresponding increase in fair value. We will continue to monitor the impact of economic, market and industry factors impacting this reporting unit in 2016.

Refer to Note 7—Goodwill and Intangible Assets, Net in the Combined Financial Statements for additional information regarding goodwill by reportable segment.

Restructuring and Asset Impairments

We have engaged in restructuring actions, which require management to estimate the timing and amount of severance and other employee separation costs for workforce reduction, the fair value of assets made redundant or obsolete and the fair value of lease cancellation and other exit costs. We accrue for severance and other employee separation costs under these actions when it is probable that benefits will be paid and the amount is reasonably estimable. The rates used in determining severance accruals are based on existing plans, historical experiences and negotiated settlements.

For a full description of our restructuring actions, refer to our discussions of restructuring in MD&A and in Note 8—Restructuring and Asset Impairment Charges in the Combined Financial Statements.

Income Taxes

Income tax expense and other income tax related information contained in the Combined Financial Statements are presented on a separate return basis as if the BPO Business filed its own tax returns. The BPO

Business is subject to income taxes in the United States and numerous foreign jurisdictions. The determination of our provision for income taxes requires significant judgment, the use of estimates and the interpretation and application of complex tax laws. Our provision is based on nonrecurring events as well as recurring factors, including the taxation of foreign income. In addition, our provision will change based on discrete or other nonrecurring events such as audit settlements, tax law changes, changes in valuation allowances, etc., that may not be predictable. In the event that there is a significant unusual or one-time item recognized in our operating results, the taxes attributable to that item would be separately calculated and recorded at the same time as the unusual or one-time item.

We record the estimated future tax effects of temporary differences between the tax bases of assets and liabilities and amounts reported in our Combined Balance Sheets, as well as operating loss and tax credit carryforwards. We follow very specific and detailed guidelines in each tax jurisdiction regarding the recoverability of any tax assets recorded in our Combined Balance Sheets and provide valuation allowances as required. We regularly review our deferred tax assets for recoverability considering historical profitability, projected future taxable income, the expected timing of the reversals of existing temporary differences and tax planning strategies. Gross deferred tax assets of $414 million and $359 million had valuation allowances of $38 million and $35 million at December 31, 2015 and 2014, respectively.

We are subject to ongoing tax examinations and assessments in various jurisdictions. Accordingly, we may incur additional tax expense based upon our assessment of the more-likely-than-not outcomes of such matters. In addition, when applicable, we adjust the previously recorded tax expense to reflect examination results. Our ongoing assessments of the more-likely-than-not outcomes of the examinations and related tax positions require judgment and can materially increase or decrease our effective tax rate, as well as impact our operating results. Unrecognized tax benefits were $24 million, $32 million and $41 million at December 31, 2015, 2014 and 2013, respectively.

Refer to Note 14—Income and Other Taxes in the Combined Financial Statements for additional information regarding deferred income taxes and unrecognized tax benefits.

Loss Contingencies

The BPO Business is currently involved in various claims and legal proceedings. At least quarterly, we review the status of each significant matter and assess its potential financial exposure considering all available information including, but not limited to, the impact of negotiations, settlements, rulings, advice of legal counsel and other updated information and events pertaining to a particular matter. If the potential loss from any claim or legal proceeding is considered probable and the amount can be reasonably estimated, we accrue a liability for the estimated loss. Significant judgment is required in both the determination of probability and the determination as to whether an exposure is reasonably estimable. Because of uncertainties related to these matters, accruals are based only on the best information available at the time. As additional information becomes available, we reassess the potential liability related to its pending claims and litigation, and may revise its estimates. These revisions in the estimates of the potential liabilities could have a material impact on the BPO Business results of operations and financial position.

Refer to Note 15—Contingencies and Litigation in the Combined Financial Statements for additional information regarding loss contingencies.

RESULTS OF OPERATIONS

Basis of Presentation

The accompanying Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement of the BPO Business have been derived from the Consolidated Financial Statements and accounting records of Xerox, as if the BPO Business operated on a standalone basis during the periods presented, and were prepared in accordance with U.S. GAAP and pursuant to the rules and regulations of the SEC.

Historically, the BPO Business consisted of the Business Process Outsourcing operating segment within Xerox's reportable Services segment and did not operate as a separate, standalone entity. Accordingly, Xerox has reported the financial position and the related results of operations, cash flows and changes in equity of the BPO Business in Xerox's Consolidated Financial Statements.

As the separate legal entities that make up the BPO Business were not historically held by a single legal entity, Total Net Parent Equity is shown in lieu of shareholder's equity in the accompanying Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement. Balances between the BPO Business and Xerox that were not historically settled in cash are included in Net Parent Investment. Net Parent Investment represents Xerox's interest in the recorded assets of the BPO Business and represents the cumulative investment by Xerox in the BPO Business through the dates presented, inclusive of operating results.

The accompanying Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement include the historical basis of assets, liabilities, revenues and expenses of the individual businesses of Xerox's historical BPO Business, including the joint ventures and partnerships over which the BPO Business has a controlling financial interest. The BPO Business uses the equity method to account for investments in business entities that it does not control if it is otherwise able to exercise significant influence over the entities operating and financial policies (generally 20% to 50% ownership). The accompanying Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement include certain assets and liabilities that are held by Xerox that are specifically identifiable or otherwise attributable to the BPO Business. All intercompany transactions and balances within the BPO Business have been eliminated.

Cash is managed centrally through bank accounts controlled and maintained by Xerox. Accordingly, cash and cash equivalents held by Xerox at the corporate level were not attributable to the BPO Business for any of the periods presented. Only cash amounts specifically attributable to the BPO Business are reflected in the accompanying Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement. Transfers of cash, both to and from Xerox's centralized cash management system, are reflected as a component of Net Parent Investment in the accompanying Combined and Condensed Combined Balance Sheets and as a financing activity on the accompanying Combined and Condensed Combined Statements of Cash Flows. Historically, the BPO Business received or provided funding as part of Xerox's centralized treasury program.

Third-party debt obligations of Xerox and the corresponding financing costs related to those debt obligations, specifically those that relate to senior notes, term loans, commercial paper obligations and revolving credit facilities, have not been attributed to the BPO Business, as the BPO Business was not the legal obligor on the debt. The only third-party debt obligations included in the Combined and Condensed Combined Financial Statements are those for which the legal obligor is a legal entity within the BPO Business.

During the periods presented, the BPO Business functioned as part of the larger group of companies controlled by Xerox. Accordingly, Xerox performed certain corporate overhead functions for the BPO Business. Therefore, certain corporate costs, including compensation costs for corporate employees supporting the BPO Business, have been allocated from Xerox. These allocated costs are for corporate functions including, but not limited to, senior management, legal, human resources, finance and accounting, treasury, information technology, marketing and communications, internal audit and other shared services, which are not provided at the business level. Where possible, these costs were allocated based on direct usage, with the remainder allocated on a basis of cost, headcount or other measures we have determined as reasonable. The Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement do not necessarily include all the expenses that would have been incurred or held by the BPO Business had it been a separate, standalone company. We expect to incur additional expenses as well as gain incremental productivity as a separate, standalone publicly-traded company. It is not practicable to estimate actual costs that would have been incurred had the BPO Business been a separate, standalone company during the periods presented. Allocations for management costs and corporate support services provided to the BPO Business totaled $84 million and $87 million for the six months ended June 30, 2016 and 2015, respectively, and $170 million, $175 million and $173 million for the three years ended December 31, 2015, respectively.

The management of the BPO Business believes the assumptions underlying the accompanying Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement, including the assumptions regarding the allocated expenses, reasonably reflect the utilization of services provided to or the benefit received by the BPO Business during the periods presented. Nevertheless, the accompanying Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement may not be indicative of the BPO Business's future performance, do not necessarily include the actual expenses that would have been incurred by the BPO Business and may not reflect the results of operations, financial position and cash flows of the BPO Business had the BPO Business been a separate, standalone company during the periods presented.

The operations of the BPO Business are included in the consolidated U.S. federal, and certain state and local and foreign income tax returns filed by Xerox, where applicable. The BPO Business also files certain separate state and local and foreign income tax returns. Income tax expense and other income tax related information contained in the Combined and Condensed Combined Financial Statements are presented on a separate return basis as if the BPO Business filed its own tax returns. The income taxes of the BPO Business as presented in the Combined and Condensed Combined Financial Statements may not be indicative of the income taxes that the BPO Business will generate in the future. In jurisdictions where the BPO Business has been included in the tax returns filed by Xerox, any income taxes payable resulting from the related income tax provisions have been reflected in the balance sheet within "Net Parent Investment."

For convenience and ease of reference, we refer to the financial statement caption "(Loss) Income before Income Taxes" as "pre-tax (loss) income" throughout the Combined and Condensed Combined Financial Statements included elsewhere in this Information Statement.

During the second quarter closing process, we determined that the first quarter 2016 income tax benefit of $25 million should have been $6 million higher. This additional income tax benefit was adjusted for and included in the six month results ended June 30, 2016. We will revise the first quarter 2016 financial statements in future filings. The Company concluded that this correction was not material to the condensed combined financial statements for the three months ended March 31, 2016.

Results of Operations—Six Months ended June 30, 2016 and 2015

Revenue Results Summary

Total Revenues

	Six Months Ended June 30,			
(in millions)	2016	2015	% Change	CC % Change
Total Revenues	$3,298	$3,361	(2)%	(1)%

CC – See "Non-GAAP Financial Measures" section for description of constant currency.

Total revenues for the first half of 2016 decreased 2% compared to the first half of 2015, with a 1-percentage point negative impact from currency. Overall non-U.S. revenues represented approximately 20% of total revenues (Pound Sterling-denominated revenues represented approximately 2% of total revenues).

The decline was partially driven by our third quarter 2015 decision to not fully complete the HE platform implementations in California and Montana and the run-off of the Student Loan business, which combined had approximately a 1.0-percentage point impact. In addition, revenues decreased due to lower volumes and lost business, particularly in Commercial Industries, as well as overall price declines that were consistent with prior-period trends. Partially offsetting these declines were moderate growth from acquisitions and ramping of new contracts, primarily in some areas of Healthcare and Public Sector.

Costs, Expenses and Other Income

Summary of Key Financial Ratios

The following is a summary of key financial ratios used to assess our performance:

	Six Months Ended June 30,		
	2016	2015	B/(W)
Total Gross Margin	15.7%	15.1%	0.6 pts.
R&D as a % of Revenue	0.5%	0.8%	0.3 pts.
SAG as a % of Revenue	10.7%	10.5%	(0.2) pts.
Pre-tax Margin	(2.7)%	(5.7)%	3.0 pts.
Operating Margin[(1)]	4.5%	3.9%	0.6 pts.

(1) Refer to the Operating Income / Margin reconciliation table in the "Non-GAAP Financial Measures" section.

Pre-tax Margin

Pre-tax margin of (2.7)% increased 3.0-percentage points as compared to the six months ended June 30, 2015. The increase was primarily driven by the previously discussed $146 million pre-tax software impairment charge recorded in the second quarter of 2015 related to the change in strategy in our Government Healthcare business, as well as an improvement in gross margin due to reduced expenses in our HE platform implementations, favorable line-of-business mix and greater cost productivity.

Pre-tax margin includes the Amortization of intangible assets, Related party interest, net, Other expenses, net, Restructuring and related costs and Separation costs, all of which are separately discussed in subsequent sections. Operating margin excludes these items.

Operating Margin

Operating margin[1] of 4.5% increased 0.6-percentage points as compared to the six months ended June 30, 2015. The increase was driven by an improvement in gross margin due to reduced costs in our HE platform implementations as well as more favorable line-of-business mix and greater cost productivity, including benefits from our strategic transformation program. As noted above, the BPO Business operating margin contains an allocation for management cost and corporate support services totaling $84 million and $87 million for the six months ended June 30, 2016 and 2015, respectively.

(1) Refer to the Operating Income / Margin reconciliation table in the "Non-GAAP Financial Measures" section.

Gross Margin

Gross margin of 15.7% increased 0.6-percentage points as compared to the six months ended June 30, 2015. The increase reflected restructuring and productivity improvements benefits from lower expenses associated with our HE platform implementations (a result of decisions we made in 2015 to curtail the Government HE Medicaid Platform business) and favorable line-of-business mix. These benefits were partially offset by continued margin pressures in our customer care service offerings, lower profitability in our Student Loan business and price declines.

Additional analysis of the change in gross margin for each business segment is included under "Operations Review of Segment Revenue and Profit" below.

Research and Development Expenses (R&D)

(in millions)	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015	Change
Total R&D Expenses	$ 18	$ 27	$ (9)

R&D as a percentage of revenue of 0.5% decreased 0.3-percentage points from the six months ended June 30, 2015. The decrease was primarily due to lower R&D program spending and the benefits from ongoing restructuring.

R&D of $18 million decreased by $9 million compared to the prior-year period.

Selling, Administrative and General Expenses (SAG)

SAG as a percentage of revenue of 10.7% increased by 0.2-percentage points from the six months ended June 30, 2015, as benefits from restructuring and cost initiatives only partially offset the decline in total revenues.

SAG of $353 million was $1 million higher than the six months ended June 30, 2015 and reflected the following:

- $1 million decrease in selling expenses; and
- $2 million increase in bad debt expense.

Restructuring and Related Costs

Restructuring and related costs of $49 million include restructuring and asset impairment charges of $45 million as well as $4 million of additional costs primarily related to professional support services associated with the implementation of the strategic transformation program.

During the first half of 2016, we recorded net restructuring and asset impairment charges of $45 million, which included approximately $48 million of severance costs related to headcount reductions of approximately 3,850 employees worldwide, $2 million of lease cancellation costs and $2 million in asset impairments. These costs were offset by $7 million of net reversals, primarily resulting from changes in estimated reserves from prior-period initiatives.

During the six months ended June 30, 2015, we recorded net restructuring and asset impairment charges of $151 million. Net restructuring charges of $5 million included $8 million of severance costs related to headcount reduction of approximately 460 employees worldwide and $1 million of lease cancellation costs, partially offset by $4 million of net reversals for changes in estimated reserves from prior period initiatives. Asset impairment charges of $146 million were associated with software asset impairments resulting from the change in strategy in our Government Healthcare business, discussed above.

The restructuring reserve balance as of June 30, 2016 for all programs was $27 million, all of which is expected to be spent over the next twelve months.

Refer to Note 6—Restructuring Programs in the Condensed Combined Financial Statements for additional information regarding our restructuring programs.

Worldwide Employment

Worldwide employment of approximately 93,000 as of June 30, 2016 decreased by 10,800 from December 31, 2015, due primarily to the impact of seasonal reductions as well as restructuring and productivity reductions, partially offset by additions from ramping new business.

Amortization of Intangible Assets

Amortization of intangible assets of $137 million increased $12 million compared to the first half of 2015 primarily due to the impairment of a customer relationship asset in the first quarter of 2016 as a result of a lost contract.

Separation Costs

Separation costs are primarily for third-party investment banking, accounting, legal, consulting and other similar types of services related to the separation transaction as well as costs associated with the operational separation of the two companies, such as those related to human resources, brand management, real estate and information management to the extent not capitalized. Separation costs also include the costs associated with bonuses and restricted stock grants awarded to employees for retention through the separation.

During the first half of 2016, we recorded separation costs of $19 million, which excluded tax-related separation costs discussed below in Income Taxes.

Related-Party Interest Expense, Net

Related-party interest expense for the first half of 2016 of $20 million was $16 million lower than the prior year primarily due to the capitalization of certain related party notes payable in 2015 as a result of the proceeds received from the sale of the ITO business.

Refer to Note 12—Related Party Transactions and Parent Company Investment in the Condensed Combined Financial Statements for additional information regarding Related-party interest expense, net.

Other Expenses, Net

	Six Months Ended June 30,	
(in millions)	2016	2015
Third-party interest expense	$ 2	$ 6
Losses (gains) on sales of businesses and assets	1	(1)
Currency (gains) losses, net	(2)	2
Litigation matters	11	4
Deferred compensation investment gains	(3)	(4)
All other expenses, net	2	3
Total Other Expenses, Net	**$ 11**	**$ 10**

Third-Party Interest Expense: Third-party interest expense of $2 million was $4 million lower than the first half of 2015, driven by repayment of a $250 million senior note in the second quarter of 2015.

Litigation Matters: Litigation matters for the first half of 2016 reflect probable losses and reserves for various legal matters.

Income Taxes

The reported tax benefit for the first half of 2016 resulted in an effective tax rate of 62.5%. This rate was higher than the U.S. statutory tax rate primarily as a result of pre-tax losses in the United States due to the following charges: Restructuring and related costs, Amortization of intangible assets and Separation costs, including Tax-related separation costs, discussed below. The U.S. pre-tax losses are taxed at a higher rate than our foreign pre-tax income, which has the effect of increasing the overall effective tax rate above the statutory tax rate. The adjusted[1] tax expense for the first half of 2016, which excludes the tax effects of the previously noted charges, resulted in an effective tax rate of 9.4%. This rate was lower than the U.S. statutory tax rate primarily due to the geographical mix of profits.

The reported tax benefit for the first half of 2015 resulted in an effective tax rate of 43.2%. This rate was higher than the U.S. statutory tax rate primarily as a result of pre-tax losses in the United States due to the following charges: Restructuring and related costs and Amortization of intangible assets. The U.S. pre-tax losses are taxed at a higher rate than our foreign pre-tax income, which has the effect of increasing the overall effective tax rate above the statutory tax rate. The adjusted[1] tax expense for the first half of 2015, which excludes the tax effects of the previously noted charges, resulted in an effective tax rate of 27.4%, which was lower than the U.S. statutory tax rate primarily due to the geographical mix of profits.

(1) Refer to the Effective Tax Rate reconciliation table in the "Non-GAAP Financial Measures" section.

Tax-related Separation Costs

We recorded a deferred tax benefit/asset of $7 million on our separation costs for the year-to-date period of 2016. We expect a portion of this deferred tax asset will be eliminated at the time the separation is executed, as certain separation costs will be non-deductible.

In connection with the Spin-Off, Xerox will undertake the Internal Transactions, which we expect to include internal reorganizations of, and transactions among, our wholly-owned subsidiaries and operating activities. Although we believe that, for the most part, the Internal Transactions can be completed in a tax-free manner, we do expect to incur incremental income tax expense associated with certain elements of the Internal Transactions. Accordingly, in second quarter 2016, we recorded $10 million for the estimated income tax on the book/tax basis differences currently associated with our investments in certain subsidiaries that are expected to be impacted by the Internal Transactions. Upon the completion of the Spin-Off, we also expect to recognize additional income tax expense in certain state and international jurisdictions primarily related to the change in realizability of certain deferred tax assets.

Net Loss from Continuing Operations

Net loss from continuing operations for the six months ended June 30, 2016 was $33 million. On an adjusted[1] basis, net income from continuing operations was $106 million. Adjustments to net income include the Amortization of intangible assets, Restructuring and related costs and Separation costs.

Net loss from continuing operations for the six months ended June 30, 2015 was $109 million. On an adjusted[1] basis, net income from continuing operations was $61 million. Adjustments to net income include the Amortization of intangible assets and Restructuring charges.

(1) Refer to the "Non-GAAP Financial Measures" section for a reconciliation of reported net income from continuing operations to adjusted net income.

Discontinued Operations

There were no Discontinued Operations as of June 30, 2016.

Refer to Note 4—Divestitures in the Condensed Combined Financial Statements for additional information regarding Discontinued Operations.

Other Comprehensive Loss

Other comprehensive loss in the first half of 2016 was $13 million as compared to a loss of $17 million in the first half of 2015. The change of $4 million is primarily due to a $4 million change from the translation of our foreign currency denominated net assets.

Both the first half of 2016 and the first half of 2015 reflect translation losses as a result of the weakening of our major foreign currencies as compared to the U.S. Dollar at quarter-end spot rates.

Operations Review of Segment Revenue and Profit

Our reportable segments correspond to how we organize and manage the business and are aligned to the industries in which our clients operate: Commercial Industries, Healthcare and Public Sector. Revenues by segment for the six months ended June 30, 2016 and 2015 were as follows:

	Six Months Ended June 30,			
(in millions)	Total Revenue	% of Total Revenue	Segment Profit (Loss)	Segment Margin
2016				
Commercial Industries	$1,366	41%	$ 23	1.7%
Healthcare	880	27%	74	8.4%
Public Sector	847	26%	104	12.3%
Other	205	6%	(53)	(25.9)%
Total	**$3,298**	**100%**	**$ 148**	**4.5%**
2015				
Commercial Industries	$1,441	43%	$ 37	2.6%
Healthcare	871	26%	81	9.3%
Public Sector	854	25%	94	11.0%
Other	195	6%	(79)	(40.5)%
Total	**$3,361**	**100%**	**$ 133**	**4.0%**

Commercial Industries Segment

Revenue

Commercial Industries revenue of $1,366 million was 41% of total revenues and decreased 5% from the first half of 2015. The decline was driven by lost business, due in part to actions we have taken to improve profitability in under-performing areas, a lower level of project work year-over-year as a result of fewer large cases in our litigation services offering, as well as negative impacts from currency. Partially offsetting the decline were benefits from ramping new contracts, primarily in our high-tech business area.

Segment Margin

Commercial Industries segment margin of 1.7% decreased 0.9-percentage points from the prior-year period primarily due to margin pressure in our customer care services offering and reduced project work in our litigation services offering. During the first half of 2016, margin improved sequentially from 1.0% in the first quarter of 2016 to 2.4% in the second quarter of 2016 as we focus on improving under-performing areas and gaining efficiencies from cost initiatives, including benefits from our strategic transformation program.

Commercial Industries has a higher proportion of multi-industry service offerings, particularly customer care that naturally has a lower margin, as opposed to higher-value, industry-specific service offerings. Accordingly, overall margins in this segment are expected to be below the margins of the Healthcare and Public Sector segments where industry-specific service offerings are more prominent. In addition, during 2015 we began to experience cost and productivity challenges in our customer care service offering which further pressured margins and which are being addressed by new customer care leadership.

Healthcare Segment

Revenue

Healthcare revenue of $880 million was 27% of total revenues and increased 1% from the first half of 2015. Growth was driven by acquisitions and ramping new business with commercial payer, government healthcare and pharmaceutical clients. These areas of growth were partially offset by lost business and lower volumes in some areas.

Segment Margin

Healthcare segment margin of 8.4% decreased 0.9-percentage points from the prior year primarily due to margin pressures in customer care service offering partially offset by margin improvement in government healthcare. During the first half of 2016, margin improved sequentially from 8.0% in the first quarter to 8.9% in the second quarter reflecting increased efficiencies from cost actions.

Public Sector Segment

Revenue

Public Sector revenue of $847 million was 26% of total revenues and decreased 1% compared to the first half of 2015. Growth in transportation was offset by lower volumes and lost business in state government services.

Segment Margin

Public Sector segment margin of 12.3% increased 1.3-percentage points from the prior year as cost and productivity improvements and improved performance in transportation were partially offset by lost business in state government services. During the first half of 2016, margin improved sequentially from 10.4% in the first quarter to 14.1% in the second quarter reflecting gains in efficiencies from cost actions as well as progress ramping new business.

Other

Revenue

Other revenue of $205 million was 6% of total revenues and increased 5% from the first half of 2015. Growth was driven by the ramp of the New York HE platform implementation contract partially offset by our prior year decision not to complete the HE platform implementations in California and Montana and the run-off of the Student Loan business.

Other Loss

Other loss of $53 million improved $26 million from the prior-year period driven by improvements in HE platform implementation expenses resulting from the refocusing of our Government Healthcare business in 2015 and the decision to not fully complete the HE platform implementations in California and Montana, which more than offset lower profitability in the Student Loan business.

Results of Operations—Years ended December 31, 2015, 2014 and 2013

Revenue Results Summary

Total Revenues

	Revenues			% Change		CC % Change	
(in millions)	2015	2014	2013	2015	2014	2015	2014
Total Revenues	$6,662	$6,938	$6,879	(4)%	1%	(2)%	1%
Adjusted Total Revenues(1)	$6,778	$6,938	$6,879	(2)%		— %	

CC – See "Non-GAAP Financial Measures" section for description of constant currency.

(1) Refer to the Operating Income / Margin reconciliation table in the "Non-GAAP Financial Measures" section.

Total Revenues 2015

Total revenues for the year ended 2015 decreased 4% compared to the prior year with a 2-percentage point negative impact from currency. On an adjusted[1] basis, excluding the HE charge, total revenues decreased 2%, with a 2-percentage point negative impact from currency. The negative impact from currency reflects the significant weakening of our major foreign currencies against the U.S. Dollar as compared to the prior year. Overall non-U.S. revenues represented 22% of total revenues.

The decline in total revenues was primarily driven by the run-off of the Student Loan business, the termination of the Texas Medicaid contract and the impact of our determination in the third quarter of 2015 to not fully complete the HE platform implementations in California and Montana, which combined had a 4.8-percentage point negative impact on revenue growth. Offsetting this decline was moderate acquisition contribution and organic growth in several lines of business net of the impacts from lost business and lower pricing that were consistent with prior trends.

Total Revenues 2014

Total revenues during 2014 increased 1% compared to the prior year with no impact from currency. Growth from acquisitions along with organic growth in certain areas of healthcare and litigation services as well as growth internationally were partially offset by declines in portions of customer care. In addition, the declines in the Student Loan business and the Texas Medicaid contract termination had a combined 2.7-percentage point negative impact on revenue growth.

An analysis of the change in revenue for each business segment is included under "Operations Review of Segment Revenue and Profit" below.

Table of Contents

Costs, Expenses and Other Income

Summary of Key Financial Ratios

The following is a summary of key financial ratios used to assess our performance:

	Year Ended December 31,			Change			2015 Adjusted(1) B/(W) 2014
	2015	2014	2013	2015 B/(W)	2014 B/(W)	2015 Adjusted(1)	
Total Gross Margin	10.3%	16.4%	18.0%	(6.1) pts	(1.6) pts	15.8%	(0.6) pts
R&D as a % of Revenue	0.8%	0.7%	0.6%	(0.1) pts	(0.1) pts	0.8%	(0.1) pts
SAG as a % of Revenue	10.5%	9.5%	9.6%	(1.0) pts	0.1 pts	10.3%	(0.8) pts
Pre-tax Margin	(8.6)%	0.1%	3.0%	(8.7) pts	(2.9) pts	N/A	N/A
Operating Margin(1)	NM	6.2%	7.8%	NM	(1.6) pts	4.8%	(1.4) pts

(1) Refer to Operating Income / Margin reconciliation table in the "Non-GAAP Financial Measures" section.

Pre-tax Margin

The pre-tax margin for the year ended December 31, 2015 of (8.6)% declined by 8.7-percentage points primarily due to the HE charge of $389 million, previously discussed, as well as higher Restructuring and asset impairment charges primarily as a result of the software impairment charge in our Government Healthcare business of $146 million. In addition, a 0.6-percentage point decrease in gross margin and a 0.8-percentage point increase in SAG as a percent of revenue reflecting targeted resource and other investments as well as higher costs associated with our HE platform implementations, prior to the implementation of the government healthcare strategy change noted above, also contributed to decline. These negative impacts were partially offset by restructuring savings and productivity improvements as well as lower related party interest expense and lower other expenses, net. The pre-tax margin for the year ended December 31, 2014 of 0.1% decreased 2.9 percentage points as compared to 2013. The decrease was primarily due to an $81 million increase in other expenses, net, as well as higher government healthcare platform expenses, reflecting the impairment associated with the loss of the Nevada Health Insurance Exchange ("HIX") contract, resource investments across all segments and the run-off of the Student Loan business.

Pre-tax margin includes the amortization of intangible assets, restructuring and asset impairment charges, related party interest and other expenses, net, all of which are separately discussed in subsequent sections. Operating margin, discussed below, excludes these items.

Operating Margin

Operating margin[1] for the year ended December 31, 2015 of 4.8% decreased 1.4-percentage points as compared to 2014. This decline was driven by a 0.6-percentage point decrease in gross margin and a 0.8-percentage point increase in SAG as a percent of revenue. The operating margin decline was driven by targeted resource and other investments as well as higher costs associated with our HE platform implementations, prior to the implementation of the change in strategy in our Government Healthcare business noted above. These negative impacts were partially offset by restructuring savings and productivity improvements. As noted above, the BPO Business operating margin contains an allocation for management cost and corporate support services totaling $170 million, $175 million and $173 million for the three years ended December 31, 2015, respectively.

Operating margin[1] for the year ended December 31, 2014 of 6.2% decreased 1.6-percentage points as compared to 2013. The decrease was driven primarily by a 1.6-percentage point decline in gross margin. The

(1) Refer to Operating Income / Margin reconciliation table and the Key Financial Ratios reconciliation table in the "Non-GAAP Financial Measures" section.

operating margin decline reflected higher government healthcare platform expenses, including the impairment associated with the loss of the Nevada Health Insurance Exchange ("HIX") contract, as well as resource investments across segments and the run-off of the Student Loan business.

Gross Margins

Gross margin for the year ended December 31, 2015 of 10.3% decreased 6.1-percentage points as compared to 2014. On an adjusted[1] basis, gross margin of 15.8% decreased by 0.6-percentage points as compared to 2014. Targeted resource and other investments, impacts from unfavorable line-of-business mix, increased expenses associated with our HE platform implementations, prior to the change in strategy in our Government Healthcare business noted above, and price declines were partially offset by productivity improvements and restructuring benefits.

Gross margin for year ended December 31, 2014 of 16.4% decreased 1.6-percentage points as compared to 2013. The decrease was primarily due to higher expenses associated with our HE and HIX platforms and certain platforms in our Public Sector business, the run-off of our Student Loan business and price declines that were consistent with prior periods. These impacts were only partially offset by productivity improvements and restructuring benefits.

Additional analysis of the change in gross margin for each business segment is included under "Operations Review of Segment Revenue and Profit" below.

Research and Development Expenses (R&D)

	Year Ended December 31,			Change	
(in millions)	2015	2014	2013	2015	2014
Total R&D Expenses	$ 52	$ 46	$ 40	$ 6	$ 6

R&D as a percent of revenue for the year ended December 31, 2015 of 0.8% increased 0.1-percentage points on an actual and adjusted[1] basis, and R&D of $52 million for the year ended December 31, 2015 was $6 million higher than 2014, both driven by investments in new offerings and capabilities.

R&D as a percent of revenue for the year ended December 31, 2014 of 0.7% increased 0.1-percentage points, and R&D of $46 million for the year ended December 31, 2014 was $6 million higher than 2013, both driven by investments in new offerings and capabilities.

Selling, Administrative and General Expenses (SAG)

SAG as a percent of revenue of 10.5% increased 1.0-percentage point for the year ended December 31, 2015 as compared to 2014. On an adjusted[1] basis, SAG as a percentage of revenue of 10.3% increased 0.8-percentage points from 2014. The increase was driven by revenue declines and targeted resource and other investments partially offset by productivity improvement.

SAG expenses of $699 million for the year ended December 31, 2015 were $40 million higher than the prior-year period. The increase in SAG expense reflected the following:

- $14 million increase in selling expenses; and
- $26 million increase in general and administrative expenses.

SAG as a percent of revenue of 9.5% decreased 0.1-percentage point for the year ended December 31, 2014 as compared to 2013. The decrease was driven by an increase in revenue combined with lower SAG expenses reflecting productivity improvements.

SAG expenses of $659 million for the year ended December 31, 2014 were $2 million lower than the prior-year period. The decrease in SAG expense reflects the following:

- $18 million decrease in selling expenses;
- $14 million increase in general and administrative expenses; and
- $2 million increase in bad debt expense.

Restructuring and Asset Impairment Charges

During the year ended December 31, 2015, we recorded net restructuring and asset impairment charges of $159 million and included the following:

- $20 million of severance costs related to headcount reductions of approximately 1,000 employees globally. The actions impacted several functional areas and focused on gross margin improvements;
- $1 million for lease termination costs, primarily reflecting continued optimization of our worldwide operating locations; and
- $146 million of asset impairment charges associated with software asset impairments resulting from the change in strategy in our Government Healthcare business in the second quarter of 2015.

The above charges were partially offset by $8 million of net reversals for changes in estimated reserves from prior period initiatives.

We expect 2016 year-over-year pre-tax savings of approximately $20 million from our 2015 restructuring actions.

During the year ended December 31, 2014, we recorded net restructuring and asset impairment charges of $21 million and included the following:

- $28 million of severance costs related to headcount reductions of approximately 2,600 employees globally. The actions impacted several functional areas and were focused on gross margin improvements;
- $2 million for lease termination costs primarily reflecting continued optimization of our worldwide operating locations; and
- $2 million of asset impairment charges.

The above charges were partially offset by $11 million of net reversals for changes in estimated reserves from prior period initiatives.

Restructuring Summary

The restructuring reserve balance as of December 31, 2015 for all programs was $4 million, all of which is expected to be spent over the next twelve months.

Refer to Note 8—Restructuring and Asset Impairment Charges in the Combined Financial Statements for additional information regarding our restructuring programs.

Worldwide Employment

Worldwide employment of approximately 103,800 as of December 31, 2015 increased by approximately 6,600 from December 31, 2014, due primarily to the impact of ramping new business and acquisitions partially offset by restructuring reductions and productivity improvements. Worldwide employment was approximately 97,200 and 91,600 as of December 31, 2014 and 2013, respectively (note that prior year employment amounts are adjusted to exclude employees associated with the divested ITO business).

Amortization of Intangible Assets

During the year ended December 31, 2015, we recorded $250 million of expense related to the amortization of intangible assets, which was flat from the prior year.

During the year ended December 31, 2014, we recorded $250 million of expense related to the amortization of intangible assets, which was $10 million higher than the prior year reflecting the increase in acquisitions in 2014.

Refer to Note 7—Goodwill and Intangible Assets, Net in the Combined Financial Statements for additional information regarding our intangible assets.

Related-Party Interest Expense, Net

Related-party interest expense for the year ended December 31, 2015 of $61 million was $46 million lower than the prior year due to the capitalization of certain related party notes payable in 2015 as a result of the proceeds received from the sale of the ITO business.

Refer to Note 18—Related Party Transactions and Parent Company Investment in the Combined Financial Statements for additional information regarding Related-party interest expense, net.

Other Expenses, Net

	Year Ended December 31,		
(in millions)	2015	2014	2013
Third-party interest expense	8	11	8
Gains on sales of businesses and assets(1)	(1)	(1)	(23)
Currency losses (gains), net	4	(1)	(3)
Litigation matters	18	38	—
Deferred compensation investment losses (gains)	1	(7)	(15)
All other expenses, net	8	5	(3)
Total Other Expenses, Net	$ 38	$ 45	$ (36)

(1) *Excludes the loss on sale of the ITO business reported in Discontinued Operations. Refer to Note 4—Divestitures in the Combined Financial Statements for additional information.*

Third-Party Interest Expense: Represents interest on senior notes and capital lease obligations.

Refer to Note 10—Debt in the Combined Financial Statements for additional information regarding third-party interest expense.

Gains on Sales of Businesses and Assets: The 2013 gain on sale of businesses and assets was primarily related to the sale of a portion of our Dallas facility.

Table of Contents

Currency Losses (Gains), Net: Currency losses (gains) primarily result from the re-measurement of foreign currency-denominated assets and liabilities, the cost of hedging foreign currency-denominated assets and liabilities and the mark-to-market of foreign exchange contracts utilized to hedge those foreign currency-denominated assets and liabilities.

Litigation Matters: Litigation matters in 2015 and 2014 reflect probable losses and reserves for various legal matters.

Refer to Note 15—Contingencies and Litigation, in the Combined Financial Statements for additional information regarding litigation against the Company.

Deferred Compensation Investment Losses (Gains): Represents losses (gains) on investments supporting certain of our deferred compensation arrangements. These gains or losses are offset by an increase or decrease in compensation expense recorded in SAG as a result of the increase or decrease in the liability associated with these arrangements, respectively.

Income Taxes

The 2015 effective tax rate was 41.5% which includes the discrete tax benefit associated with the HE charge in the third quarter of 2015 and the software impairment charge in the second quarter of 2015. On an adjusted[1] basis, the 2015 effective tax rate was 32.2%, which was lower than the U.S. statutory tax rate primarily due to the retroactive impact of the Protecting Americans from Tax Hikes Act of 2015 and the redetermination of certain unrecognized tax positions partially offset by the geographical mix of profits.

The 2014 effective tax rate was (240.0)% primarily due to the tax impact of certain discrete benefits as well as the low level of pre-tax income after the amortization of intangibles. On an adjusted[1] basis, the 2014 effective tax rate was 28.1%, which was lower than the U.S. statutory tax rate primarily due to the redetermination of certain unrecognized tax positions and the retroactive impact from the U.S. Tax Increase Prevention Act of 2014.

The 2013 effective tax rate was 34.8%, or 36.9% on an adjusted[1] basis. The adjusted tax rate for 2013 was higher than the U.S. statutory tax rate primarily due to the geographical mix of profits, partially offset by the retroactive tax benefits from the American Taxpayer Relief Act of 2012 tax law change and the redetermination of certain unrecognized tax positions.

---

(1) See the "Non-GAAP Financial Measures" section for an explanation of the adjusted effective tax rate non-GAAP financial measure.

Net (Loss) Income From Continuing Operations

Net loss from continuing operations for the year ended December 31, 2015 was $336 million. On an adjusted[1] basis, net income was $143 million, reflecting the adjustments for the amortization of intangible assets as well as the software impairment charge and the HE charge.

Net income from continuing operations for the year ended December 31, 2014 was $34 million. On an adjusted[1] basis, net income was $187 million and included adjustments for the amortization of intangible assets.

Net income from continuing operations for the year ended December 31, 2013 was $135 million. On an adjusted[1] basis, net income was $282 million and included adjustments for the amortization of intangible assets.

---

(1) See the "Non-GAAP Financial Measures" section for a reconciliation of reported net income from continuing operations to adjusted net income.

Discontinued Operations

Discontinued Operations are primarily related to our sale of the ITO business. In the fourth quarter of 2014, we announced an agreement to sell the ITO business to Atos SE and began reporting it as a Discontinued Operation. The sale was completed on June 30, 2015.

Refer to Note 4—Divestitures in the Combined Financial Statements for additional information regarding Discontinued Operations.

Other Comprehensive Loss

Other comprehensive loss was $52 million in 2015 as compared to a loss of $71 million in 2014. The reduction in the loss of $19 million was primarily due to net gains from changes in defined benefit plans of $7 million in 2015 as compared to losses of $25 million in 2014. This change is largely due to an increase in discount rates in 2015 versus a decrease in discount rates in 2014 and the corresponding impact on our defined benefit obligation (decrease in 2015 versus an increase in 2014). The improvement in defined benefit plans was offset by increased losses from translation adjustments of $16 million in 2015. Translation losses in both 2015 and 2014 reflect the weakening of our major foreign currencies as compared to the U.S. Dollar.

Other comprehensive loss was $71 million in 2014 as compared to a loss of $27 million in 2013. The increase in the loss of $44 million was primarily due to losses in our defined benefit plans due to a decrease in discount rates and the corresponding increase in our defined benefit obligation. In addition, losses from translation adjustments increased $15 million a result of the increased weakening of our major foreign currencies as compared to the U.S. Dollar in 2014.

Refer Note 13—Employee Benefit Plans in the Combined Financial Statements for additional information regarding changes in defined benefit plans.

Recent Accounting Pronouncements

Refer to Note 1—Basis of Presentation and Summary of Significant Accounting Policies in the Combined Financial Statements for a description of recent accounting pronouncements including the respective dates of adoption and the effects on results of operations and financial condition.

Table of Contents

Operations Review of Segment Revenue and Profit

Our reportable segments correspond to how we organize and manage the business and are aligned to the industries in which our clients operate: Commercial Industries, Healthcare and Public Sector. Revenues by segment for the three years ended December 31, 2015 were as follows:

(in millions)	Total Revenue	% of Total Revenue	Segment Profit (Loss)	Segment Margin
2015				
Commercial Industries	$ 2,896	44%	$ 69	2.4%
Healthcare	1,750	26%	157	9.0%
Public Sector	1,727	26%	200	11.6%
Other	289	4%	(489)	*
Total	$ 6,662	100%	$ (63)	(0.9)%
Adjusted:(1)				
Other	$ 405	6%	$ (100)	(24.7)%
Total	6,778	100%	326	4.8%
2014				
Commercial Industries	$ 2,953	43%	$ 152	5.1%
Healthcare	1,743	25%	138	7.9%
Public Sector	1,767	25%	206	11.7%
Other	475	7%	(49)	(10.3)%
Total	$ 6,938	100%	$ 447	6.4%
2013				
Commercial Industries	$ 2,871	42%	$ 168	5.9%
Healthcare	1,709	25%	122	7.1%
Public Sector	1,780	26%	225	12.6%
Other	519	7%	23	4.4%
Total	$ 6,879	100%	$ 538	7.8%

* *Percentage not meaningful*

(1) *Refer to the Other Segment Revenue / Margin and Operating Income / Margin reconciliations table in the "Non-GAAP Financial Measures" section.*

Commercial Industries Segment

Revenue 2015

Commercial Industries revenue of $2,896 million was 44% of total revenues and decreased 2% from 2014. The year-over-year decline was driven by the negative impacts from currency and price declines. The decline was partially offset by revenues from acquisitions as well as increased project-related work in our litigation services offering. In addition, within our customer care services offering, lost business was offset by ramping new contracts.

Segment Margin 2015

Commercial Industries segment margin of 2.4% decreased by 2.7-percentage points from the prior year primarily due to margin pressure in our customer care offering, investments in sales and managerial resources to improve our operating performance over time, as well as the impacts of price declines.

Revenue 2014

Commercial Industries revenue of $2,953 million increased 3% from 2013. The revenue increase was driven by customer care growth, particularly in high tech and industrial, retail and hospitality businesses and by project-related growth in our litigation services offering.

Segment Margin 2014

Commercial Industries segment margin of 5.1% decreased by 0.8-percentage points from the prior year primarily due to investments in customer care, particularly in recruiting and platforms, and an increase in lower-margin litigation services projects.

Healthcare Segment

Revenue 2015

Healthcare revenue of $1,750 million was 26% of total revenues and remained flat from the prior year with a negligible impact from currency. Moderate acquisition contribution and organic growth in commercial payers offset the impacts from the loss of the Texas Medicaid contract and lower project-related work in commercial providers.

Segment Margin 2015

Healthcare segment margin of 9.0% increased 1.1-percentage points from the prior year as improvements in government healthcare, including the prior year Nevada HIX impairment, more than offset margin declines on the commercial side driven in part by line of business mix and investments.

Revenue 2014

Healthcare revenue of $1,743 million increased 2% from 2013, with negligible impact from currency. The increase was primarily driven by growth in commercial payers and providers partially offset by the loss of the Texas Medicaid contract in government healthcare.

Segment Margin 2014

Healthcare segment margin of 7.9% increased 0.8-percentage points from the prior year primarily due to productivity and restructuring benefits partially offset by the Nevada HIX impairment.

Public Sector Segment

Revenue 2015

Public Sector revenue of $1,727 million was 26% of total revenues and decreased 2% from 2014. Negative impacts from currency and declines in federal services more than offset growth in state and transportation services.

Segment Margin 2015

Public Sector segment margin of 11.6% decreased 0.1-percentage point from the prior year as improvements in federal and state services were more than offset by modest declines in transportation services.

Revenue 2014

Public Sector revenue of $1,767 million decreased 1% from 2013. The decline was primarily driven by our public transit offerings in transportation services and local government.

Segment Margin 2014

Public Sector segment margin of 11.7% decreased by 0.9-percentage points from the prior year primarily due to higher costs and investments related to the development of a public transit fare collection platform.

Other

Revenue 2015

Other revenue of $289 million decreased 39% from 2014, with no impact from currency. On an adjusted[1] basis, Other revenue of $405 million was 6% of total revenue and decreased 15% compared to 2014. The decline was primarily driven by the Student Loan business run-off and the impact of our determination in the third quarter of 2015 to not fully complete the HE platform implementations in California and Montana.

Other Loss 2015

Other loss of $489 million increased $440 million from the prior year. On an adjusted[1] basis, Other loss of $100 million increased $51 million from the prior year primarily due to higher losses in our HE platform implementations, prior to the refocusing of our Government Healthcare business, and lower profit from the declining Student Loan business.

Revenue 2014

Other revenue of $475 million decreased 8% from 2013, with no impact from currency, due primarily to education services, including the exit from the federal Student Loan business and run-off of the commercial Student Loan business.

Other Loss 2014

Other profit declined by $72 million from the prior year to a loss of $49 million driven primarily by increased expenses in our HE platform implementations.

Metrics

Signings

Signings are defined as estimated future revenues from contracts signed during the period, including renewals of existing contracts. Total Contract Value ("TCV") is the estimated total contractual revenue related to signed contracts.

Six Months ended June 30, 2016

Signings in the first half of 2016 were as follows:

(in billions)	Six Months Ended June 30, 2016
Total Signings	$ 3.7

Signings were an estimated $3.7 billion in TCV and declined 10% from the prior-year period, primarily reflecting lower contribution from new business and the prior year large New York Medicaid Information System new business signing. On a trailing twelve-month (TTM) basis, signings increased 4% versus the comparable prior-year period.

Years ended December 31, 2015, 2014 and 2013

Signings in the years ended December 31, 2015, 2014 and 2013 were as follows:

	Year Ended December 31,		
(in billions)	2015	2014	2013
Total Signings	$ 8.4	$ 7.6	$ 8.9

Signings were an estimated $8.4 billion in TCV for 2015 and increased 10% as compared to the prior year. Growth in 2015 included a 37% increase in new business TCV, which is inclusive of larger contracts such as the Florida Tolling and New York Medicaid Management Information System, and was partially offset by lower renewal decision opportunities.

Signings were an estimated $7.6 billion in TCV for 2014 and decreased 14% compared to the prior year. The decrease was driven primarily by a 25% decrease in new business TCV and a modestly lower level of renewal decision opportunities.

Renewal Rate

Renewal rate is defined as the annual recurring revenue ("ARR") on contracts that are renewed during the period as a percentage of ARR on all contracts for which a renewal decision was made during the period. Our renewal rate in the first half of 2016 of 85% was at the low end of our target range of 85%–90%.

Signings and renewal rate reflect, in part, our decision not to pursue opportunities with lower margin and return profiles.

CAPITAL RESOURCES AND LIQUIDITY

As of June 30, 2016 and December 31, 2015, total cash and cash equivalents were $160 million and $140 million, respectively.

Cash Flow Analysis–Six Months ended June 30, 2016 and 2015

The following summarizes our cash flows for the six months ended June 30, 2016 and 2015, as reported in our Condensed Combined Statement of Cash Flows in the accompanying Condensed Combined Financial Statements:

	Six Months Ended June 30,		
(in millions)	2016	2015	Change
Net cash used in operating activities	$ (178)	$ (123)	$ (55)
Net cash (used in) provided by investing activities	(128)	773	(901)
Net cash provided by (used in) financing activities	326	(639)	965
Effect of exchange rate changes on cash and cash equivalents	—	(4)	4
Increase in cash and cash equivalents	20	7	13
Cash and cash equivalents at beginning of period	140	159	(19)
Cash and Cash Equivalents at End of Period	**$ 160**	**$ 166**	**$ (6)**

Cash Flows from Operating Activities

Net cash used in operating activities was $178 million for the six months ended June 30, 2016. The $55 million decrease in operating cash from the prior-year period was primarily due to the following:

- $12 million increase in pre-tax income before depreciation and amortization, restructuring and related charges, gains on sales of businesses and assets, litigation and separation-related costs.
- $76 million decrease reflecting settlement payments associated with our third quarter 2015 determination that we would not fully complete the HE implementations in California and Montana.
- $41 million decrease from accounts payable and accrued compensation primarily due to the timing of payments.

- $39 million decrease due to the prior year source of cash in the discontinued ITO business.
- $28 million decrease from accounts receivable primarily due to the timing of collections.
- $11 million decrease due to payments for separation-related costs.
- $10 million decrease from higher restructuring payments as a result of increased restructuring initiatives in 2016.
- $65 million increase from lower net income tax payments due to refunds of prior year overpayments.
- $16 million increase primarily from lower spending for product software from the refocusing of our Government Healthcare business in 2015.

Cash Flows from Investing Activities

Net cash used in investing activities was $128 million for the six months ended June 30, 2016. The $901 million decrease in cash from the prior-year period was primarily due to the following:

- $986 million decrease in proceeds from sales of businesses. First half 2016 included a $52 million payment to Atos for final post-closing adjustments associated with the 2015 ITO divestiture. First half 2015 included $930 million of net proceeds from the sale of the ITO business.
- $44 million increase due to lower capital expenditures (including internal use software) primarily due to the sale of the ITO business to Atos.
- $42 million increase from lower acquisition spending.

Cash Flows from Financing Activities

Net cash provided by financing activities was $326 million for the six months ended June 30, 2016. The $965 million increase in cash from the prior-year period was primarily due to the following:

- $721 million increase due to net transfers from parent.
- $244 million increase from net debt activity primarily due to a payment of $250 million on Senior Notes in 2015.

Cash Flow Analysis—Years ended December 31, 2015, 2014 and 2013

The following summarizes our cash flows for the three years ended December 31, 2015, as reported in our Combined Statements of Cash Flows in the accompanying Combined Financial Statements:

	Year Ended December 31,			Change	
(in millions)	2015	2014	2013	2015	2014
Net cash provided by operating activities	$ 493	$ 665	$ 379	$ (172)	$ 286
Net cash provided by (used in) investing activities	514	(547)	(300)	1,061	(247)
Net cash used in financing activities	(1,015)	(90)	(66)	(925)	(24)
Effect of exchange rate changes on cash and cash equivalents	(11)	(8)	(1)	(3)	(7)
(Decrease) increase in cash and cash equivalents	(19)	20	12	(39)	8
Cash and cash equivalents at beginning of year	159	139	127	20	12
Cash and Cash Equivalents at End of Year	**$ 140**	**$ 159**	**$ 139**	**$ (19)**	**$ 20**

Cash Flows from Operating Activities

Net cash provided by operating activities was $493 million for the year ended December 31, 2015. The $172 million decrease in operating cash from 2014 was primarily due to the following:

- $149 million decrease in pre-tax income before depreciation and amortization, gain on sales of businesses and assets, restructuring charges and litigation as well as the HE charge.

- $128 million decrease from higher income tax payments primarily driven by the tax on the sale of the ITO business.
- $105 million decrease due to the loss of cash flow associated with the ITO business, post-divestiture.
- $167 million increase from accounts receivable primarily due to additional sales of accounts receivable under existing programs, select use of prompt pay discounts and lower revenues.
- $36 million increase from lower spending for product software and up-front costs for outsourcing service contracts.
- $22 million increase in accounts payable and accrued compensation primarily related to the timing of accounts payable.

Cash flow from operations in 2015 and 2014 include approximately $40 million and $145 million, respectively, of cash flows from our ITO business, which was held for sale and reported as a Discontinued Operation through its sale on June 30, 2015. Refer to Note 4—Divestitures in the Combined Financial Statements for additional information.

Net cash provided by operating activities was $665 million for the year ended December 31, 2014. The $286 million increase in operating cash from 2013 was primarily due to the following:

- $159 million increase from accounts receivable primarily due to the timing of collections and improved collections.
- $141 million increase due to accounts payable and accrued compensation primarily related to the timing of accounts payable payments and improved payment terms with key suppliers.
- $55 million increase due to lower net income tax payments primarily due to lower U.S. pre-tax income.
- $39 million increase from lower spending for product software and up-front costs for outsourcing service contracts.
- $15 million increase due to the increased cash flow from the ITO business.
- $77 million decrease in pre-tax income before depreciation and amortization, gain on sales of businesses and assets and litigation.

Cash flow from operations in 2014 and 2013 include approximately $145 million and $130 million, respectively, of cash flows from our ITO business, which was held for sale and was reported as a Discontinued Operation through its sale on June 30, 2015. Refer to Note 4—Divestitures in the Combined Financial Statements for additional information.

Cash Flows from Investing Activities

Net cash provided by investing activities was $514 million for the year ended December 31, 2015. The $1,061 million increase in cash from 2014 was primarily due to the following:

- $936 million of net proceeds from the sale of the ITO business. Refer to Note 4—Divestitures in the Combined Financial Statements for additional information.
- $109 million change from acquisitions. 2015 acquisitions include RSA Medical LLC for $141 million, Intellinex LLC for $28 million, inVentive Patient Access Solutions for $15 million and Healthy Communities Institute Corporation for $13 million. 2014 acquisitions include ISG Holdings, Inc. for $225 million, Invoco Holding GmbH for $54 million and Consilience Software, Inc. for $25 million.
- $82 million change due to lower capital expenditures (including internal use software), primarily due to the sale of the ITO business.
- $59 million change due to higher net payments on related party notes receivable.

Capital expenditures (including internal use software) in 2015 and 2014 include approximately $40 million and $100 million, respectively, of our ITO business, which was held for sale and reported as a Discontinued

Operation through June 30, 2015. Refer to Note 4—Divestitures in the Combined Financial Statements for additional information.

Net cash used in investing activities was $547 million for the year ended December 31, 2014. The $247 million decrease in cash from 2013 was primarily due to the following:

- $275 million increase in acquisitions. 2014 acquisitions include ISG Holdings, Inc. for $225 million, Invoco Holding GmbH for $54 million and Consilience Software, Inc. for $25 million. 2013 acquisitions include LearnSomething, Inc. for $13 million and CPAS Systems, Inc. for $12 million.
- $15 million of net proceeds from the sale of the Truckload Management Services, Inc. business. Refer to Note 4—Divestitures, in the Combined Financial Statements for additional information.
- $42 million increase due to lower net payments on related party notes receivable.
- $12 million increase due to lower capital expenditures (including internal use software).
- $39 million decrease primarily due to lower proceeds from the sale of assets. 2013 includes proceeds from the sale of a U.S. facility of $38 million.

Capital expenditures (including internal use software) in 2014 and 2013 include approximately $100 million in each year associated with our ITO business, which was held for sale and reported as a Discontinued Operation through its sale on June 30, 2015. Refer to Note 4—Divestitures in the Combined Financial Statements for additional information.

Cash Flows from Financing Activities

Net cash used in financing activities was $1,015 million for the year ended December 31, 2015. The $925 million decrease in cash from 2014 was primarily due to the following:

- $636 million decrease due to net transfers from parent.
- $293 million decrease from net debt activity. 2015 reflects payment of $250 million on Senior Notes and net payments of $7 million on capital leases. 2014 reflects net proceeds of $40 million on capital leases offset by net payments of $4 million on other debt.
- $9 million increase from contingent consideration payments for certain acquisitions in 2014.

Net cash used in financing activities was $90 million for the year ended December 31, 2014. The $24 million decrease in cash from 2013 was primarily due to the following:

- $25 million decrease due to net transfers from parent.
- $9 million decrease from contingent consideration payments for certain acquisitions in 2014.
- $10 million increase from net debt activity. 2014 reflects net proceeds of $40 million on capital leases offset by net payments of $4 million on other debt. 2013 reflects net proceeds of $21 million on capital leases and $5 million on other debt.

Sales of Accounts Receivable

Accounts receivable sales arrangements are utilized in the normal course of business as part of our cash and liquidity management. We have financial facilities in the United States, Canada and several countries in Europe that enable us to sell certain accounts receivables without recourse to third parties. The accounts receivables sold are generally short-term trade receivables with payment due dates of less than 60 days. During 2015 operating cash flows benefited by $58 million from sales of accounts receivable. This level of receivable sales and benefits may not be indicative of what we expect going forward as we evaluate our working capital needs.

Refer to Note 5—Accounts Receivable, Net in the Combined Financial Statements for additional information.

Financial Instruments

Refer to Note 11—Financial Instruments in the Combined Financial Statements for additional information.

Contractual Cash Obligations and Other Commercial Commitments and Contingencies

At December 31, 2015, we had the following contractual cash obligations and other commercial commitments and contingencies:

(in millions)	2016	2017	2018	2019	2020	Thereafter
Total debt, including capital lease obligations(1)	$ 24	$ 20	$ 12	$ 5	$—	$ —
Related party notes payable(2)	1,132	—	—	—	—	—
Minimum operating lease commitments(3)	238	171	107	71	43	67
Defined benefit pension plans	6	—	—	—	—	—
Estimated Purchase Commitments(4)	134	112	99	100	59	123
Total	$1,534	$303	$218	$176	$102	$ 190

(1) *Total debt excludes interest, as amounts are immaterial. Refer to Note 10—Debt in the Combined Financial Statements for additional information regarding debt and interest on debt.*

(2) *Refer to Note 18—Related Party Transactions and Parent Company Investments for additional information. These notes are expected to be settled in advance of the Spin-Off as part of the initial capitalization of the Company.*

(3) *Refer to Note 6—Land, Buildings, Equipment and Software, Net in the Combined Financial Statements for additional information related to minimum operating lease commitments.*

(4) *Other purchase commitments: We enter into other purchase commitments with vendors in the ordinary course of business. Our policy with respect to all purchase commitments is to record losses, if any, when they are probable and reasonably estimable. We currently do not have, nor do we anticipate, material loss contracts.*

Pension Benefit Plans

We sponsor defined benefit pension plans that require periodic cash contributions. Our 2015 cash contributions for these plans were $8 million. In 2016, based on current actuarial calculations, we expect to make contributions of approximately $6 million to our worldwide defined benefit pension plans.

Contributions to our defined benefit pension plans in subsequent years will depend on a number of factors, including the investment performance of plan assets and discount rates as well as potential legislative and plan changes. At December 31, 2015, the unfunded and underfunded balances of our U.S. and Non-U.S. defined benefit pension plans were $27 million and $7 million, respectively, or $34 million in the aggregate.

Refer to Note 13—Employee Benefit Plans in the Combined Financial Statements for additional information regarding contributions to our defined benefit pension and post-retirement plans.

Other Contingencies and Commitments

As more fully discussed in Note 15—Contingencies and Litigation in the Combined Financial Statements, we are involved in a variety of claims, lawsuits, investigations and proceedings concerning securities law; governmental entity contracting, servicing and procurement law; intellectual property law; environmental law; employment law; the Employee Retirement Income Security Act of 1974 (ERISA); and other laws and regulations. In addition, guarantees, indemnifications and claims may arise during the ordinary course of business from relationships with suppliers, customers and non-consolidated affiliates. Nonperformance under a contract, including a guarantee, indemnification or claim, could trigger an obligation of the Company.

We determine whether an estimated loss from a contingency should be accrued by assessing whether a loss is deemed probable and can be reasonably estimated. Should developments in any of these areas cause a change in our determination as to an unfavorable outcome and result in the need to recognize a material accrual, or should any of these matters result in a final adverse judgment or be settled for significant amounts, they could have a material adverse effect on our results of operations, cash flows and financial position in the period or periods in which such change in determination, judgment or settlement occurs.

Off-Balance Sheet Arrangements

We may occasionally utilize off-balance sheet arrangements in our operations (as defined by the SEC Financial Reporting Release 67 (FRR-67), “Disclosure in Management’s Discussion and Analysis about Off-Balance Sheet Arrangements and Aggregate Contractual Obligations”). We enter into the following arrangements that have off-balance sheet elements:

- Operating leases in the normal course of business. The nature of these lease arrangements is discussed in Note 6—Land, Buildings, Equipment and Software, Net in the Combined Financial Statements.
- We have facilities, primarily in the United States and several countries in Europe, that enable us to sell to third-parties certain accounts receivable without recourse. In most instances, a portion of the sales proceeds are held back by the purchaser and payment is deferred until collection of the related sold receivables. Refer to Note 5—Accounts Receivables, Net in the Combined Financial Statements for further information regarding these facilities.

As of December 31, 2015, we do not believe we have any off-balance sheet arrangements that have, or are reasonably likely to have, a material current or future effect on financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

In addition, see the preceding table for the contractual cash obligations and other commercial commitments of the BPO Business and Note 15—Contingencies and Litigation in the Combined Financial Statements for additional information regarding contingencies, guarantees, indemnifications and warranty liabilities.

Non-GAAP Financial Measures

We have reported our financial results in accordance with U.S. GAAP. In addition, we have discussed our results using non-GAAP measures.

Management believes that these non-GAAP financial measures provide an additional means of analyzing the current periods’ results against the corresponding prior periods’ results. However, these non-GAAP financial measures should be viewed in addition to, and not as a substitute for, the Company’s reported results prepared in accordance with U.S. GAAP. Our non-GAAP financial measures are not meant to be considered in isolation or as a substitute for comparable U.S. GAAP measures and should be read only in conjunction with our Combined and Condensed Combined Financial Statements prepared in accordance with U.S. GAAP. Our management regularly uses our supplemental non-GAAP financial measures internally to understand, manage and evaluate our business and make operating decisions. These non-GAAP measures are among the primary factors management uses in planning for and forecasting future periods. Compensation of our executives is based in part on the performance of our business based on these non-GAAP measures.

A reconciliation of these non-GAAP financial measures and the most directly comparable measures calculated and presented in accordance with U.S. GAAP are set forth on the following tables.

These reconciliations also include the income tax effects for our non-GAAP performance measures in total, to the extent applicable. The income tax effects are calculated under the same accounting principles as applied to our reported pre-tax performance measures under ASC 740, which employs an annual effective tax rate method. The noted income tax effect for our non-GAAP performance measures is effectively the difference in income taxes for reported and adjusted pre-tax income calculated under the annual effective tax rate method.

Adjusted Earnings Measures

We adjust the following earnings measures:

- Net income
- Effective tax rate

In the six months ended June 30, 2016 and three years ended December 31, 2015, we adjusted for the amortization of intangible assets. The amortization of intangible assets is driven by our acquisition activity, which can vary in size, nature and timing as compared to other companies within our industry and from period to period. The use of intangible assets contributed to our revenues earned during the periods presented and will contribute to our future period revenues as well. Amortization of intangible assets will recur in future periods.

Adjusted Earnings Measures—Six Months ended June 30, 2016

In 2016, we revised our calculation of the above noted Adjusted Earnings Measures to exclude the following items in addition to the amortization of intangibles:

- Restructuring and related costs
- Separation costs

Restructuring and related costs: Restructuring and related costs include restructuring and asset impairment charges as well as costs associated with our strategic transformation program beyond those normally included in restructuring and asset impairment charges. Restructuring consists of costs primarily related to severance and benefits paid to employees pursuant to formal restructuring and workforce reduction plans. Asset impairment includes costs incurred for those assets sold, abandoned or made obsolete as a result of our restructuring actions, exiting from a business or other strategic business changes. Additional costs for our strategic transformation program are primarily related to the implementation of strategic actions and initiatives and include third-party professional service costs as well as one-time incremental costs. All of these costs can vary significantly in terms of amount and frequency based on the nature of the actions as well as the changing needs of the business. Accordingly, due to that significant variability, we exclude these charges since we do not believe they provide meaningful insight into our current or past operating performance nor do we believe they are reflective of our expected future operating expenses as such charges are expected to yield future benefits and savings with respect to our operational performance.

Separation costs: Separation costs are expenses incurred in connection with Xerox's planned separation into two independent, publicly traded companies. Separation costs are primarily for third-party investment banking, accounting, legal, consulting and other similar types of services related to the separation transaction as well as costs associated with the operational separation of the two companies, such as those related to human resources, brand management, real estate and information management to the extent not capitalized. Separation costs include the costs associated with bonuses and restricted stock grants awarded to employees for retention through the separation as well as incremental income tax expense related to the Internal Transactions. These costs are incremental to normal operating charges and are being incurred solely as a result of the separation transaction. Accordingly, we exclude these expenses from our Adjusted Earnings Measures in order to evaluate our performance on a comparable basis.

The prior year measures will be revised accordingly to conform to the changes made in 2016.

Adjusted Earnings Measures—Years ended December 31, 2015, 2014 and 2013

Adjusted Revenue, Costs and Expenses and Margin

In 2015 in addition to the above noted Adjusted Earnings Measures, we adjusted revenue, costs and expenses and margin.

As previously discussed, during the third quarter of 2015, we recorded a pre-tax HE charge of $389 million ($237 million after-tax), which included a $116 million reduction to revenues. See "—Overview—Recent Developments—Refocusing of Government Healthcare Business" for additional information. As a result of the significant impact of the HE charge on our reported revenues, costs and expenses as well as key metrics for the period, we discussed our 2015 results using non-GAAP measures that excluded the impact of the HE charge. In addition to the magnitude of the charge and its impact on our reported results, we excluded the HE charge due to the fact that it was primarily a unique charge associated with the determination, reached after a series of discussions, that fully completing our HE platform implementations in California and Montana was no longer considered probable.

Net Income and Effective Tax Rate

In addition to the exclusion of the HE charge, in 2015 the above noted Adjusted Earnings Measures (Net Income and Effective Tax Rate) were also adjusted for the following item:

Software impairment charge: The pre-tax software impairment charge in the second quarter of 2015 of $146 million ($89 million after-tax) is excluded due to its non-cash impact and the unique nature of the item both in terms of the amount and the fact that it was the result of a specific management action involving a change in strategy in our Government Healthcare business. See "—Overview—Recent Developments—Refocusing of Government Healthcare Business" for additional information.

Operating Income and Margin

We also calculate and utilize operating income and margin earnings measures by adjusting our pre-tax income and margin amounts to exclude certain items. In addition to the exclusion of the HE charge as well as the amortization of intangible assets, Restructuring and related costs and Separation costs discussed above, operating income and margin also excludes Related Party interest and Other expenses, net. Related Party interest includes net interest cost associated with our Related Party borrowings. Other expenses, net includes third-party interest expense and also includes certain other non-operating costs and expenses. We exclude these amounts in order to evaluate our current and past operating performance and to better understand the expected future trends in our business.

Constant Currency

Refer to "Currency Impact" for a discussion of this measure and its use in our analysis of revenue growth.

Net (Loss) Income reconciliation—Six Months ended June 30, 2016 and 2015:

	Six Months Ended June 30,	
(in millions)	2016	2015
Reported(1)	$ (33)	$ (109)
Adjustments:		
Amortization of intangible assets	137	125
Restructuring and related costs	49	151
Separation costs	19	—
Income tax adjustments(2)	(66)	(106)
Adjusted	$ 106	$ 61

(1) Net loss from continuing operations.
(2) Refer to Effective Tax Rate reconciliation.

Net Income reconciliation—Years ended December 31, 2015, 2014 and 2013:

(in millions)	Year Ended December 31, 2015	2014	2013
Reported(1)	$(336)	$ 34	$135
Adjustments(2):			
Amortization of intangible assets	153	153	147
Software Impairment	89	—	—
HE Charge	237	—	—
Adjusted	$ 143	$187	$282

(1) *Net (loss) income from continuing operations.*
(2) *Represents after-tax adjustments. Refer to "Effective Tax Rate reconciliation—Years ended December 31, 2015, 2014 and 2013" schedule that follows for the breakdown of each adjustment between pre-tax amount and income tax.*

Effective Tax Rate reconciliation—Six Months ended June 30, 2016 and 2015:

	Six Months Ended June 30, 2016			Six Months Ended June 30, 2015		
(in millions)	Pre-Tax Loss	Income Tax (Benefit) Expense(3)	Effective Tax Rate	Pre-Tax Loss	Income Tax (Benefit) Expense	Effective Tax Rate
Reported(1)	$ (88)	$ (55)	62.5%	$ (192)	$ (83)	43.2%
Non-GAAP Adjustments(2)	205	66		276	106	
Adjusted	$ 117	$ 11	9.4%	$ 84	$ 23	27.4%

(1) *Pre-Tax Loss and Income Tax Benefit from continuing operations.*
(2) *Refer to Net (Loss) Income reconciliation for details.*
(3) *The tax impact of Adjusted Pre-Tax Income from continuing operations is calculated under the same accounting principles applied to the As Reported Pre-Tax Income under ASC 740, which employs an annual effective tax rate method to the results.*

Effective Tax Rate reconciliation—Years ended December 31, 2015, 2014 and 2013:

	Year Ended December 31, 2015			Year Ended December 31, 2014			Year Ended December 31, 2013		
(in millions)	Pre-Tax (Loss) Income	Income Tax (Benefit) Expense	Effective Tax Rate	Pre-Tax Income	Income Tax (Benefit) Expense	Effective Tax Rate	Pre-Tax Income	Income Tax Expense	Effective Tax Rate
Reported(1)	$ (574)	$ (238)	41.5%	$ 10	$ (24)	(240.0)%	$ 207	$ 72	34.8%
Adjustments:									
Amortization of intangible assets	250	97		250	97		240	93	
Software Impairment	146	57		—	—		—	—	
HE Charge	389	152		—	—		—	—	
Adjusted	$ 211	$ 68	32.2%	$ 260	$ 73	28.1%	$ 447	$ 165	36.9%

(1) *Pre-tax (loss) income and income tax (benefit) expense from continuing operations.*

Operating Income / Margin reconciliation—Six Months ended June 30, 2016 and 2015:

(in millions)	Six Months Ended June 30, 2016 Loss	Revenue	Margin	Six Months Ended June 30, 2015 Loss	Revenue	Margin
Reported Pre-tax Loss(1)	$ (88)	$ 3,298	(2.7)%	$ (192)	$ 3,361	(5.7)%
Adjustments:						
Amortization of intangible assets	137			125		
Restructuring and related costs	49			151		
Separation costs	19			—		
Related party interest	20			36		
Other expenses, net	11			10		
Adjusted Operating Income/Margin	$ 148	$ 3,298	4.5%	$ 130	$ 3,361	3.9%

(1) Pre-Tax Loss and revenue from continuing operations.

Operating Income / Margin reconciliation—Years ended December 31, 2015, 2014 and 2013:

(in millions)	Year Ended December 31, 2015 Profit	Revenue	Margin	Year Ended December 31, 2014 Profit	Revenue	Margin	Year Ended December 31, 2013 Profit	Revenue	Margin
Reported Pre-tax (Loss) Income(1)	$(574)	$6,662	(8.6)%	$ 10	$6,938	0.1%	$207	$6,879	3.0%
Adjustments:									
Amortization of intangible assets	250			250			240		
Restructuring and asset impairment charges	159			21			18		
HE Charge	389	116		—	—		—	—	
Related party interest	61			107			109		
Other expenses, net	38			45			(36)		
Adjusted Operating Income / Margin	$ 323	$6,778	4.8%	$433	$6,938	6.2%	$538	$6,879	7.8%

(1) (Loss) profit and revenue from continuing operations.

The following non-GAAP reconciliation tables adjust for the HE charge in the third quarter of 2015, which does not impact the years ended December 31, 2014 or 2013 or the six months ended June 30, 2016 or 2015.

Other Segment Revenue / Margin reconciliation:

(in millions)	Year Ended December 31, 2015 Reported(1)	HE Charge	Adjusted
Revenue	$ 289	$ 116	$ 405
Segment (Loss)	(489)	389	(100)
Segment Margin	NM		(24.7)%

(1) Revenue from continuing operations.

Key Financial Ratios reconciliation:

	Year Ended December 31, 2015		
	Gross Margin	R&D as % of Revenue	SAG as % of Revenue
Reported(1)	10.3%	0.8%	10.5%
Adjustment:			
HE Charge	5.5	—	(0.2)
Adjusted	15.8%	0.8%	10.3%

(1) Revenue from continuing operations.

MARKET RISK

We are exposed to market risk from foreign currency exchange rates, which could affect operating results, financial position and cash flows. We manage our exposure to this market risk through our regular operating and financing activities and, when appropriate, through the use of derivative financial instruments. We utilize derivative financial instruments to hedge economic exposures, as well as reduce earnings and cash flow volatility resulting from shifts in market rates.

Recent market events have not caused us to materially modify or change our financial risk management strategies with respect to our exposure to foreign currency risk. Refer to Note 11—Financial Instruments in the Combined Financial Statements for additional discussion on our financial risk management.

Foreign Exchange Risk

Assuming a 10% appreciation or depreciation in foreign currency exchange rates from the quoted foreign currency exchange rates at December 31, 2015, the potential change in the fair value of foreign currency-denominated assets and liabilities in each entity would not be significant because all material currency asset and liability exposures were economically hedged as of December 31, 2015. A 10% appreciation or depreciation of the U.S. Dollar against all currencies from the quoted foreign currency exchange rates at December 31, 2015 would have an impact on our cumulative translation adjustment portion of equity of approximately $60 million. The net amount invested in foreign subsidiaries and affiliates, primarily in the U.K. and Europe, and translated into U.S. Dollars using the year-end exchange rates, was approximately $600 million at December 31, 2015.

MANAGEMENT

The following table presents information, as of   , 2016, concerning our directors and executive officers following the Spin-Off, including a five-year employment history and any directorships held by our directors in public companies.

Name	Age	Position with Conduent
Mr. Ashok Vemuri	48	Director and Chief Executive Officer
Mr. Jay Chu	58	Chief Accounting Officer
Mr. Vincent J. Intrieri	60	Director
Mr. Frederick S. Koury	55	Chief Human Resources Officer
Mr. Courtney Mather	40	Director
Mr. Michael Nevin	33	Director
Mr. Michael A. Nutter	59	Director
Mr. William G. Parrett	71	Director
Mr. James Michael Peffer	55	Vice President, General Counsel and Secretary
Mr. Brian J. Webb-Walsh	41	Vice President and Chief Financial Officer
Ms. Virginia M. Wilson	62	Director

Mr. Ashok Vemuri

Mr. Vemuri has served as Chief Executive Officer of Xerox Business Services, LLC and an Executive Vice President of Xerox Corporation since July 2016. Mr. Vemuri previously was President, Chief Executive Officer and a member of the Board of Directors of IGATE Corporation, a New Jersey-based global technology and services company now part of global technology and outsourcing company Capgemini. Before joining IGATE, Mr. Vemuri spent 14 years at Infosys Limited, a multinational consulting and IT services company, in a variety of leadership and business development roles, including Member of the Executive Council, Head of Americas, Global Head of Financial Services from 2003 to 2012 and Global Head of Manufacturing and Engineering Services from 2012 to 2013. Mr. Vemuri was a member of the Board of Directors of Infosys from 2011 to 2013. Prior to joining Infosys in 1999, Mr. Vemuri worked in the investment banking industry at Deutsche Bank and Bank of America. Mr. Vemuri brings to the Board unique operational, financial and client experience and a proven track record of leading growth and corporate transformations through his leadership positions with IGATE and Infosys.

Mr. Jay Chu

Mr. Chu has served as Senior Vice President and Chief Accountant for Xerox Services since 2013. In this role, Mr. Chu is responsible for Xerox Services' accounting, internal controls, contract accounting support and international statutory accounting. Since joining Xerox Corporation in 1984, Mr. Chu has held various positions including Director Field Accounting and Internal Controls, Developing Markets Chief Financial Officer, Chief Financial Officer of Xerox Brazil, Controller of Xerox Canada and a variety of accounting, financing, marketing and sales roles.

Mr. Vincent J. Intrieri

Mr. Intrieri has served as Senior Managing Director of Icahn Capital LP, the entity through which Carl C. Icahn manages private investment funds, since January 2008. In addition, since November 2004, Mr. Intrieri has been a Senior Managing Director of Icahn Onshore LP, the general partner of Icahn Partners LP, and Icahn Offshore LP, the general partner of Icahn Partners Master Fund LP, entities through which Mr. Icahn invests in securities.

Mr. Intrieri has been a director of: Ferrous Resources Limited, an iron ore mining company with operations in Brazil, since 2015; Hertz Global Holdings, Inc., a company engaged in the car rental business, since 2014; Transocean Ltd., a provider of offshore contract drilling services for oil and gas wells, since 2014; and Navistar

International Corporation, a truck and engine manufacturer, since 2012. Mr. Intrieri was previously: a director of Chesapeake Energy Corporation, an oil and gas exploration and production company, from 2012 to 2016; a director of CVR Refining, LP, an independent downstream energy limited partnership, from 2012 to 2014; a director of Forest Laboratories, Inc., a supplier of pharmaceutical products, from 2013 to 2014; a director of CVR Energy, Inc., a diversified holding company primarily engaged in the petroleum refining and nitrogen fertilizer manufacturing industries, from 2012 to 2014; a director of Federal-Mogul Holdings Corporation, a supplier of automotive powertrain and safety components, from 2007 to 2013; a director of Icahn Enterprises L.P., a diversified holding company engaged in a variety of businesses, including investment, automotive, energy, gaming, railcar, food packaging, metals, real estate and home fashion, from 2006 to 2012, and was Senior Vice President of Icahn Enterprises L.P. from 2011 to 2012; a director of Dynegy Inc., a company primarily engaged in the production and sale of electric energy, capacity and ancillary services, from 2011 to 2012; chairman of the board and a director of PSC Metals Inc., a metal recycling company, from 2007 to 2012; a director of Motorola Solutions, Inc., a provider of communication products and services, from 2011 to 2012; a director of XO Holdings, a competitive provider of telecom services, from 2006 to 2011; a director of National Energy Group, Inc., a company that was engaged in the business of managing the exploration, production and operations of natural gas and oil properties, from 2006 to 2011; a director of American Railcar Industries, Inc., a railcar manufacturing company, from 2005 until 2011, and was a Senior Vice President, the Treasurer and the Secretary of American Railcar Industries from March 2005 to December 2005; a director of WestPoint Home LLC, a home textiles manufacturer, from 2005 to 2011; and chairman of the board and a director of Viskase Companies, Inc., a meat casing company, from 2003 to 2011. Ferrous Resources Limited, CVR Refining, CVR Energy, Federal-Mogul, Icahn Enterprises, PSC Metals, XO Holdings, National Energy Group, American Railcar Industries, WestPoint Home and Viskase Companies each are or previously were indirectly controlled by Carl C. Icahn. Mr. Icahn also has or previously had non-controlling interests in Hertz, Transocean, Forest Laboratories, Navistar, Chesapeake Energy, Dynegy and Motorola Solutions. Mr. Intrieri is a director selected by the Icahn Group pursuant to the Icahn Agreement. Mr. Intrieri brings to the Board financial expertise and extensive experience providing strategic advice and guidance to companies from his service as a director on various public company boards.

Mr. Frederick S. Koury

Mr. Koury has served as the Chief Human Resources Officer for Xerox Services since October 2016. In this role, Mr. Koury is responsible for the business's human resource planning, sourcing, talent management, succession planning, organization design, team development, pay and rewards, diversity, work environment and culture shaping for the new company. Prior to joining Xerox, Mr. Koury was the Chief Human Resources Officer of Pentair plc, an S&P 500 global leader in water and fluid solutions, equipment protection and thermal management, from 2003 until 2016. From 2000 until 2003, Mr. Koury served as Vice President of Human Resources at Limited Brands. From 1985 until 2000, Mr. Koury held a range of strategic and operating human resources roles across multiple business segments and corporate for PepsiCo Inc.

Mr. Courtney Mather

Mr. Mather has served as a Managing Director of Icahn Capital LP, the entity through which Carl C. Icahn manages investment funds, since 2014. Prior to joining Icahn Capital, Mr. Mather was at Goldman Sachs & Co from 1998 to 2012, most recently as Managing Director responsible for Private Distressed Trading and Investing.

Mr. Mather has been a director of: Herc Holdings Inc., an international provider of equipment rental and services, since June 2016; Trump Entertainment Resorts, Inc., a company engaged in the business of owning and operating casinos and resorts, since February 2016; Freeport-McMoRan Inc., the world's largest publicly traded copper producer, since 2015; Ferrous Resources Limited, an iron ore mining company with operations in Brazil, since 2015; and Federal-Mogul Holdings Corporation, a supplier of automotive powertrain and safety components, since 2015. Mr. Mather was previously a director of: Viskase Companies Inc., a meat casing company, from 2015 to 2016; American Railcar Industries, Inc, a railcar manufacturing company, from 2014 to 2016; CVR Refining, LP, an independent downstream energy limited partnership, from 2014 to 2016; and CVR

Energy, Inc., a diversified holding company primarily engaged in the petroleum refining and nitrogen fertilizer manufacturing industries, from 2014 to 2016. Trump Entertainment, Ferrous Resources Limited, Federal-Mogul, American Railcar Industries, CVR Refining, CVR Energy and Viskase are each indirectly controlled by Carl C. Icahn. Mr. Icahn also has a non-controlling interest in each of Herc Holdings and Freeport-McMoRan through the ownership of securities. Mr. Mather is a director selected by the Icahn Group pursuant to the Icahn Agreement. Mr. Mather brings to the Board significant experience in finance and experience providing strategic advice and guidance to companies through his service as a director on various public company boards.

Mr. Michael Nevin

Mr. Nevin has been employed as a Financial Analyst at Icahn Enterprises L.P., a diversified holding company engaged in a variety of businesses, including investment, automotive, energy, gaming, railcar, food packaging, metals, mining, real estate and home fashion, since July 2015. Prior to that time, Mr. Nevin was employed by Jefferies LLC as a Research Analyst from 2014 to 2015 covering the Utilities sector. Mr. Nevin was also employed by JP Morgan Investment Bank in various roles from 2009 to 2015.

Mr. Nevin has been a director of Federal-Mogul Holdings Corporation, a supplier of automotive powertrain and safety components, since February 2016. Federal-Mogul is indirectly controlled by Carl C. Icahn. Mr. Nevin is a director selected by the Icahn Group pursuant to the Icahn Agreement. Mr. Nevin brings to the Board financial expertise.

Mr. Michael A. Nutter

Mr. Nutter was elected Mayor of Philadelphia, Pennsylvania in 2007, serving from 2008 until the conclusion of his second term in 2016. During his tenure as Mayor of Philadelphia, Mr. Nutter served as President of the United States Conference of Mayors from 2012 until 2013. Since the conclusion of his second mayoral term, Mr. Nutter has served as a member of the Homeland Security Advisory Council, as chairman of the Airbnb Mayor’s Advisory Council, as the inaugural David N. Dinkins Professor of Professional Practice in Urban and Public Policy at Columbia University and in various other advisory, academic and media commentary positions consistent with his longstanding commitment to public policy, government and civic life. Prior to entering politics, Mr. Nutter held various roles of increasing responsibility for the financial services firm Pryor, Counts & Co.

Mr. Nutter brings to the Board nearly 25 years of financial stewardship and leadership experience as an elected official and public manager.

Mr. William G. Parrett

Mr. Parrett was Chief Executive Officer of Deloitte Touche Tohmatsu, a global accounting firm, from 2003 until his retirement in 2007. Mr. Parrett joined Deloitte in 1967, and served in a series of roles of increasing responsibility, including Managing Partner of Deloitte & Touche USA LLP.

Mr. Parrett has served as a director of the Blackstone Group LP since 2007, Eastman Kodak Company since 2007, UBS AG since 2008 and Thermo Fisher Scientific Inc. since 2008, in each case as chairman of their Audit Committees. Mr. Parrett was a director of IGATE Corporation from 2013 until 2015. Mr. Parrett has served as Chairman of the Board for United Way of America, Chairman of the Board of the United States Council for United and on the Executive Committee for the International Chamber of Commerce, for a number of years through 2009. Mr. Parrett brings to the Board extensive global business experience, strong management skills and and extensive knowledge of complex financial and operational issues, demonstrated by his experience as Chief Executive Officer of Deloitte Touche Tohmatsu. Mr. Parrett also brings to the Board public company governance experience through his membership on boards of other public companies.

Mr. James Michael Peffer

Mr. Peffer has served as Vice President, General Counsel and Secretary for Xerox Corporation since August 2016. In this role, Mr. Peffer is responsible for the legal affairs of Xerox Corporation. Prior to this role, Mr. Peffer served as Associate General Counsel of Xerox Corporation and Executive Vice President of Xerox Business Services, LLC since 2010. Prior to Xerox Corporation's acquisition in 2010 of Affiliated Computer Services, Inc. ("ACS"), Mr. Peffer was Senior Vice President and Deputy General Counsel of ACS. From 2007 until 2009, Mr. Peffer was a Member of the Lexington, Kentucky office of the law firm Frost, Brown, Todd, LLC. From 1986 until 2007, Mr. Peffer held various positions in the legal department of Ashland Inc., a global oil and chemical company, including as Vice President and General Counsel of Valvoline Oil Company and as Chief Litigation Counsel of Ashland Inc.

Mr. Brian J. Webb-Walsh

Mr. Webb-Walsh has served as the Chief Financial Officer of Xerox Services since January 2016. In this role, Mr. Webb-Walsh oversees financial operations for Xerox's Services business ensuring adequate internal controls, financial discipline and integrity. Prior to this appointment, Mr. Webb-Walsh was Senior Vice President of Finance for the Government Healthcare Group and the Platform Development and Systems Integration Group where he managed financial operations, pricing and contracting. Since joining Xerox Corporation in 1997, Mr. Webb-Walsh has held a variety of positions in finance, including serving as Vice President of Finance for the Global Document Outsourcing Group, Vice President of Finance for Large Enterprise Operations Group in the United States, Chief Financial Officer of Xerox Litigation Services and has held senior roles in investor relations and corporate financial planning and analysis.

Ms. Virginia M. Wilson

Ms. Wilson has been the Executive Vice President and Chief Financial Officer of Teachers Insurance and Annuity Association (TIAA), a financial services organization that is a leading retirement provider for people who work in the academic, research, medical and cultural field, since 2010. Prior to joining TIAA, Ms. Wilson was Executive Vice President and Chief Financial Officer of Wyndham Worldwide Corporation, the holding company for Wyndham Hotels & Resorts, RCI and other hospitality brands, from 2006 to 2009.

Ms. Wilson brings to the Board extensive financial experience, demonstrated by her role in overseeing financial management and planning, actuarial, tax, accounting, corporate services, sourcing and financial reporting functions for TIAA.

Our Board of Directors Following the Spin-Off and Director Independence

Following the Spin-Off, we expect that our Board will consist of nine directors. In addition to the seven directors identified above, we are in the process of identifying the individuals who will be our other directors following the Spin-Off. The New York Stock Exchange rules require that the board have a majority of independent directors, and we plan for our Board to consist of a majority of independent directors at the time of the Spin-Off. Each of our directors will be elected annually. Our initial directors will each have terms expiring at the first annual meeting of shareholders following the Spin-Off. Commencing with the first annual meeting of shareholders, each of our directors will be elected by our shareholders to serve until the next annual meeting of our shareholders.

The Icahn Agreement provides that our Board immediately following the Spin-Off will consist of nine directors: (i) six of which will be selected by the Xerox Board, (A) two of whom may be, but will not be required to be, members of the Xerox Board, (B) one other of whom is approved by the Icahn Group (such approval not to be unreasonably withheld, conditioned or delayed) and (C) one other of whom will be the Chief Executive Officer of the Company; and (ii) three of which will be selected by the Icahn Group (the "Icahn Designees"), who may be, but will not required to be, employees or affiliates of the Icahn Group, that are approved by the Xerox Board (such approval not to be unreasonably withheld, conditioned or delayed), provided that, in the case of certain agreed to employees of the Icahn Group, the selection of such member has already been approved by the Xerox Board. Our Board shall have no more than (x) two members who are current or former directors, officers or employees of Xerox or any affiliate of Xerox and (y) three members that are employees or affiliates of the Icahn Group. Should any of the Icahn Designees resign from our Board or be rendered unable to, or refuse to be appointed to, or for any other reason fail to serve on, our Board (other than due to the termination of the obligations to nominate and/or appoint under the Icahn Agreement), the Icahn Group shall be entitled to designate, and the Company shall cause to be appointed as a member of our Board, a replacement that is approved by the Company, such approval not to be unreasonably withheld, conditioned or delayed.

Committees of the Board

So long as an Icahn Designee is a member of our Board: (i) our Board will not form an executive committee of the Board or any other committee of the Board with functions similar to those customarily granted to an executive committee unless, in each case one of the Icahn Designees is a member (if the committee has more than four members then no less than two Icahn Designees shall be appointed members thereof); and (ii) all Board consideration of, and voting with respect to, any tender offer or exchange offer, merger, acquisition, business combination, reorganization, restructuring, recapitalization, sale or acquisition of material assets, liquidation or dissolution, in each case involving the Company or any of its subsidiaries or its or their securities or a material amount of the assets or businesses of the Company or any of its subsidiaries, and any material financing transactions and appointment and employment of executive officers, will take place only at the full Board level or in committees of which one of the Icahn Designees is a member (if the applicable committee has more than four members then no less than two Icahn Designees shall be appointed members thereof).

Effective upon the completion of the Spin-Off, our Board will have the following committees, each of which will operate under a written charter that will be posted on our website prior to the Spin-Off.

Audit Committee

The Audit Committee will be established in accordance with Section 3(a)(58)(A) and Rule 10A-3 under the Exchange Act. The responsibilities of our Audit Committee will be more fully described in our Audit Committee charter. We anticipate that our Audit Committee, among other duties, will:

- oversee the integrity of our financial statements;
- oversee our compliance with legal and regulatory requirements;
- oversee our risk assessment policies and practices, including the Enterprise Risk Management (“ERM”) process and preview the ERM assessment and process for subsequent review by our Board;
- assess independent auditors’ qualifications and independence;
- assess performance of our independent auditors and the internal audit function;
- review our audited financial statements, including our “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and recommend to our Board their inclusion in our Annual Report on Form 10-K; and
- review and approve our code of business conduct and ethics.

The Audit Committee will have at least three members and will consist entirely of independent directors, each of whom will meet the independence requirements set forth in the listing standards of the New York Stock Exchange, Rule 10A-3 under the Exchange Act and our Audit Committee charter. Each member of the Audit Committee will be financially literate, and at least one member of the Audit Committee will have accounting and related financial management expertise and satisfy the criteria to be an “audit committee financial expert” under the rules and regulations of the SEC, as those qualifications are interpreted by our Board in its business judgment. The initial members of the Audit Committee will be determined prior to the Spin-Off.

Compensation Committee

The responsibilities of our Compensation Committee will be more fully described in our Compensation Committee charter. We anticipate that our Compensation Committee, among other duties, will:

- oversee development and administration of our executive compensation plans;
- set the compensation of the CEO and other executive officers;
- review and approve the performance goals and objectives with respect to the compensation of the CEO and other executive officers;
- oversee the evaluation of the CEO and other executive officers;
- have sole authority to retain and terminate the consulting firms engaged to assist the Compensation Committee in the evaluation of the compensation of the CEO and other executive officers;
- be directly responsible for oversight of the work of the compensation consultants, including determination of compensation to be paid to any such consultant by Conduent;
- conduct an independence assessment of any compensation consultants, including consideration of the six independence factors required under SEC rules and listing standards; and
- review and approve employment, severance, change-of-control, termination and retirement arrangements for executive officers.

The Compensation Committee will consist entirely of independent directors, each of whom will meet the independence requirements set forth in the listing standards of the New York Stock Exchange, Rule 10C-1 under the Exchange Act and our Compensation Committee charter. The members of our Compensation Committee will be “non-employee directors” (within the meaning of Rule 16b-3 under the Exchange Act) and “outside directors” (within the meaning of Section 162(m) of the Code). The initial members of our Compensation Committee will be determined prior to the Spin-Off.

Corporate Governance Committee

The responsibilities of our Corporate Governance Committee will be more fully described in our Corporate Governance Committee charter. We anticipate that our Corporate Governance Committee, among other duties, will:

- identify and recommend to our Board individuals to serve as directors of Conduent and on Board committees;
- advise our Board regarding Board composition, procedures and committees;
- develop, recommend to our Board and annually review the corporate governance principles applicable to Conduent;
- review significant environmental and corporate social responsibility matters;
- administer our Related Person Transactions Policy;
- evaluate and recommend director compensation to our Board; and
- oversee our annual Board and committee evaluation processes.

The Corporate Governance Committee will consist entirely of independent directors, each of whom will meet the independence requirements set forth in the listing standards of the New York Stock Exchange and our Corporate Governance Committee charter. The initial members of the Corporate Governance Committee will be determined prior to the Spin-Off.

Code of Business Conduct and Ethics

Prior to the completion of the Spin-Off, we will adopt a written code of business conduct that is designed to deter wrongdoing and to promote, among other things:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest;
- the protection of the confidentiality of our non-public information;
- the responsible use of and control over our assets and resources;
- full, fair, accurate and timely financial disclosures in accordance with applicable laws and internal policies;
- compliance with applicable laws, rules and regulations; and
- accountability for adherence to the code and prompt internal reporting of any possible violation of the code.

Director Nomination Process

Our initial Board will be selected through a process involving both Xerox and us. The initial directors who will serve after the Spin-Off will begin their terms at the time of the Distribution, with the exception of one independent director who will begin his or her term prior to the date on which “when-issued” trading of our common stock commences on the New York Stock Exchange and will serve on our Audit Committee, Compensation Committee and Corporate Governance Committee.

Our Corporate Governance Committee charter and supplementary guidelines that we intend to adopt will contain information concerning the responsibilities of the Corporate Governance Committee with respect to identifying and evaluating future director candidates.

The Corporate Governance Committee will consider director candidates recommended by shareholders. Our Amended and Restated By-laws will provide that any shareholder of record entitled to vote for the election of directors at the applicable meeting of shareholders may nominate persons for election to our Board, if such shareholder complies with the applicable notice and other procedures.

Communications with Non-Management Members of the Board of Directors

Generally, it is the responsibility of our management to speak for us in communications with outside parties, but we intend to set forth, in our corporate governance policies, certain processes by which shareholders and other interested third parties may communicate with non-management members of our Board.

Director Compensation

We expect to adopt a compensation program for our non-employee directors to be effective upon the completion of the Spin-Off that consists of a combination of annual cash retainer fees and equity-based compensation. Directors who are also employees of Conduent will not receive any additional compensation for their service as a director. We have not yet paid any compensation to our non-employee directors.

Cash Compensation

Under the program, non-employee directors will receive $80,000 per year as an annual cash retainer for their service on the Board. In addition, non-employee directors will receive additional retainers for the following roles:

- The Non-Executive Chairman will receive $125,000 per year and the Lead Independent Director will receive $32,500 per year (it is not expected that Conduent will have both a Non-Executive Chairman and a Lead Independent Director serving at the same time);

- The Chair of the Audit Committee will receive $25,000 per year and each other member of the Audit Committee will receive $15,000 per year;
- The Chair of the Compensation Committee will receive $20,000 per year and each other member of the Compensation Committee will receive $12,000 per year; and
- The Chair of the Corporate Governance Committee will receive $15,000 per year and each other member of the Corporate Governance Committee will receive $10,000 per year.

All directors will also be reimbursed for reasonable expenses incurred in connection with service on the Board or any of its Committees.

Equity Compensation

Under the program, each non-employee director will be automatically eligible for annual equity award grants in the form of deferred stock unit awards (DSUs) under the Director Equity Plan (described below) with a grant-date fair value of approximately $145,000. DSUs are a bookkeeping entry that represents the right to receive one share of our common stock at a future date. DSUs are vested on the date of grant and include the right to receive dividend equivalents, which are credited in the form of additional DSUs, at the same time and in approximately the same amounts that the holder of an equivalent number of shares of our common stock would be entitled to receive in dividends.

Director Equity Plan

Prior to the Spin-Off, we expect our Board to adopt the Conduent Incorporated Equity Compensation Plan for Non-Employee Directors, which we refer to as the "Director Equity Plan", for the benefit of our current and future non-employee directors. The following summary describes what we anticipate to be the material terms of the Director Equity Plan, which is qualified in its entirety by reference to the full text of the plan, which is filed as an exhibit to the Registration Statement on Form 10 of which this Information Statement is a part.

Purpose, Eligibility, Administration and Awards

The purpose of the Director Equity Plan is to advance Conduent's interests and those of our shareholders by aligning the long-term interests of our non-employee directors with those of our shareholders. Our Board has the full and exclusive power to, among other things, interpret, construe and implement the Director Equity Plan and any rules, regulations, guidelines or agreements adopted thereunder and to adopt such rules, regulations and guidelines for carrying out the Director Equity Plan as it may deem necessary or proper. Any of the non-employee directors of our Board are eligible to be granted one or more of the following types of awards under the Director Equity Plan:

- *Deferred Stock Units ("DSUs")*—DSUs are a bookkeeping entry that represent the right to receive one share of Conduent common stock at a future date, such as retirement from our Board. Outright grants may be made as part of the non-employee directors' annual compensation for services rendered or as a result of a voluntary election by non-employee directors to defer cash compensation otherwise payable to non-employee directors. DSUs can be structured to include the right to receive dividend equivalents which are credited in the form of additional DSUs payable in Conduent common stock following termination of Board service.

  Our Board may require or permit participants to elect to defer the issuance of shares or the settlement of awards in cash under rules and procedures established under the Director Equity Plan. It may also provide that deferred settlements include the payment or crediting of interest on the deferral amounts or the payment or crediting of dividend equivalents on deferred settlements denominated in shares.

- *Stock Options*—Stock options constitute a right to purchase a specified number of shares of Conduent common stock during a specified period, no longer than ten years, at a purchase price not less than 100% of fair market value on the effective date of grant.

Participants may exercise stock option grants in whole or in installments by paying the exercise price in cash or shares, including tendering (either actually or by attestation) Conduent common stock or surrendering a stock award valued at fair market value on the date of surrender. Under no circumstances may stock option awards be made which provide by their terms for the automatic award of additional stock options upon the exercise of such awards, including, without limitation, "reload options."

- *Stock Appreciation Rights ("SARs")*—SARs constitute a right to receive a payment, in cash and/or Conduent common stock, as determined by our Board, equal to the excess of the fair market value of a specified number of shares of Conduent common stock on the date the SAR is exercised over the fair market value on the effective date of grant of the SAR as set forth in the applicable award agreement. The maximum term for SARs is ten years.
- *Stock Awards*—Stock awards are awards made in Conduent common stock. All or part of any stock award may be subject to conditions established by our Board and set forth in the award agreement which may include, but are not limited to, continuous service on our Board.

Number of Authorized Shares

The total number of shares of Conduent common stock authorized and available under the Director Equity Plan is 1,000,000. The maximum aggregate fair market value of Awards that may be granted to any single participant under the Director Equity Plan during any fiscal year is $600,000. The Director Equity Plan provides for appropriate adjustments in the number of shares available in the event of a change in capitalization, including a stock dividend or other extraordinary distribution, stock split, reverse stock split, split-up or spin-off, recapitalization, reorganization, exchange of shares, liquidation, combination or other change in corporate structure affecting shares of Conduent common stock.

Each share of common stock with respect to which a stock-settled award is granted under the Director Equity Plan will reduce the plan share limit by one share.

No shares will be deducted from the number of shares available for issuance under the Director Equity Plan by reason of such award in the event that any award is paid solely in cash or some form other than shares. Shares of Conduent common stock subject to awards that are cancelled, forfeited or lapsed will again be available for issuance under the Director Equity Plan. In addition, such shares that are withheld to pay taxes on any awards or tendered to exercise stock options granted under the Director Equity Plan will again be available for issuance under the Director Equity Plan.

Change in Control

With certain exceptions, all awards outstanding under the Director Equity Plan become immediately vested as of a change in control of Conduent, as defined in the Director Equity Plan, which is substantially the same definition as provided in the Performance Incentive Plan, as described in the section entitled "Compensation Discussion & Analysis".

Amendment and Termination

Subject to any shareholder approval that may be required by law or the rules of the national securities exchange on which Conduent common stock is listed, the Board may modify, amend or suspend or terminate the Director Equity Plan in whole or in part and at any time. No awards may be granted under the Director Equity Plan following the tenth anniversary of the effective date of the Director Equity Plan or, if earlier, the date the Director Equity Plan is terminated by our Board.

Federal Tax Aspects of the Director Equity Plan

The following are the federal tax consequences generally arising with respect to awards granted under the Director Equity Plan under current federal law. The grant of an option or SAR will create no tax consequences for an optionee or Conduent. Upon exercising an option, the optionee must recognize ordinary income equal to the difference between the exercise price and the fair market value of the stock on the date of exercise; Conduent will be entitled to a deduction for the same amount. The treatment of an optionee on a disposition of shares acquired through the exercise of an option depends on how long the shares have been held. If the shares are held for more than one year, long-term capital gain or loss treatment will apply. There will be no tax consequence to Conduent in connection with a disposition of shares acquired under an option.

With respect to other awards (including dividends and dividend equivalents) granted under the Director Equity Plan that are settled either in cash or in stock or other property that is either transferable or not subject to substantial risk of forfeiture, the participant must recognize ordinary income equal to the cash or the fair market value of shares or other property received; Conduent will be entitled to a deduction for the same amount. With respect to awards (including dividends and dividend equivalents) that are settled in stock or other property that is restricted as to transferability and subject to substantial risk of forfeiture, the participant must recognize ordinary income equal to the fair market value of the shares or other property received at the time the shares or other property become transferable or not subject to substantial risk of forfeiture, whichever occurs earlier; Conduent will be entitled to a deduction for the same amount. Different tax rules may apply with respect to participants who are subject to Section 16 of the Exchange Act.

Income that is currently recognized will be reported to directors on IRS Form 1099 for such year.

COMPENSATION DISCUSSION AND ANALYSIS

Executive Summary

As noted above, we are currently part of Xerox and not an independent company, and our Compensation Committee has not yet been formed. Once it is formed, executive compensation decisions following the Spin-Off will be made by our Compensation Committee. Historically, our employees have participated in the compensation and benefit programs of Xerox and its subsidiaries. Therefore, except as otherwise indicated, the compensation arrangements and benefit programs discussed in this Compensation Discussion & Analysis ("CD&A") are those of Xerox. As used below, "Xerox Services" includes the BPO Business and Xerox's Document Outsourcing business.

Named Executive Officers

The executives whose compensation is discussed in this CD&A (referred to as our "named executive officers") are:

Robert K. Zapfel	Corporate Executive Vice President, Xerox; President, Xerox Services
Michael R. Festa	Corporate Vice President, Xerox; Chief Financial Officer, Xerox Services
Susan A. Watts	Corporate Vice President, Xerox; Chief Operating Officer, Global Capabilities, Xerox Services
David A. Amoriell	Corporate Vice President, Xerox; Chief Operating Officer, Public Sector Business Group, Xerox Services
Connie L. Harvey	Corporate Vice President, Xerox; Chief Operating Officer, Healthcare Business Group, Xerox Services

We recently hired Ashok Vemuri, who will serve as our Chief Executive Officer following the Spin-Off. Since Mr. Vemuri was not employed by Xerox or Conduent in 2015, he was not a named executive officer for 2015; however, the material terms of his compensation arrangements with us are summarized in the section entitled "Conduent's Anticipated Executive Compensation Programs." In 2015, Mr. Festa served as Corporate Vice President, Xerox; Chief Financial Officer, Xerox Services. Effective January 1, 2016, Mr. Festa became Corporate Vice President, Vice President Special Projects, Xerox, and no longer serves as an executive officer of Xerox Services.

Background

We currently operate as part of Xerox and will continue to do so until completion of the Spin-Off. As a result, Xerox has determined the compensation of our employees, including our named executive officers, and will continue to do so until the completion of the Spin-Off. Accordingly, except as otherwise indicated, the compensation arrangements and benefit programs discussed in this CD&A are those of Xerox.

Linking Pay to Performance

Xerox structures its compensation to attract and retain first-class executive talent, reward past performance and motivate future performance. Xerox's executive compensation program is designed to pay for performance and the creation of long-term shareholder value, and to align executive compensation with its business strategy. Accordingly, Xerox rewards its executive officers when Xerox achieves short- and long-term performance objectives and scales down compensation when Xerox does not achieve those objectives. When determining payouts under the short-term incentive program, the Compensation Committee of the Xerox Board of Directors (the Xerox Compensation Committee) considers the quality of the performance results from enterprise and individual perspectives, while taking into account alignment with shareholder interests.

Summary of 2015 Compensation Actions

The primary elements of the executive compensation program for our named executive officers are:

- base salary
- short-term incentives
- long-term incentives
- pension and savings plans
- perquisites and personal benefits
- change-in-control benefits

The Xerox Compensation Committee made several decisions regarding Mr. Zapfel's compensation, and Ursula M. Burns, Chief Executive Officer of Xerox (the "Xerox CEO"), generally in consultation with Mr. Zapfel, made decisions regarding the compensation of our other named executive officers in 2015, as summarized below. Since Mr. Zapfel was an executive officer of Xerox for 2015, the Xerox Compensation Committee was responsible for decisions regarding his compensation, as provided in its charter. Since our other named executive officers were not executive officers, the Xerox CEO, generally in consultation with Mr. Zapfel, was responsible for decisions regarding their compensation consistent with the overall design of the Xerox compensation program.

Base Salaries

The base salaries for our named executive officers for 2015 were unchanged from 2014. For further information on base salaries, see "2015 Compensation for the Named Executive Officers—Base Salary."

Short-Term Incentives

All of our named executive officers participated in the Xerox Annual Performance Incentive Program ("APIP"). The 2015 performance measures and weightings for Mr. Zapfel were Xerox's adjusted EPS (50%), constant currency revenue growth (30%) and operating cash flow (20%) (referred to collectively as "Xerox Corporate" performance goals). EPS is given greater weighting to emphasize profitable revenue growth, based on the belief that increases in EPS will lead to greater long-term shareholder value. Performance for 2015 with respect to adjusted EPS was at threshold, constant currency revenue growth was below threshold and operating cash flow was between threshold and target. Xerox management recommended to the Xerox Compensation Committee a payout factor that reflected Xerox performance results for all three measures.

The 2015 performance measures and weightings for Mr. Festa and Ms. Watts were performance profit (35%), constant currency revenue growth (20%) and free cash flow (20%) for Xerox Services and Xerox Corporate performance goals (25%). The 2015 performance measures and weightings for Mr. Amoriell were operating profit (35%), constant currency revenue (20%) and cash collection as a percent of revenue (20%) for Xerox Services—Public Sector and Xerox Corporate performance goals (25%). The 2015 performance measures and weightings for Ms. Harvey were operating profit (35%), constant currency revenue (20%) and cash collection as a percent of revenue (20%) for Xerox Services—Healthcare and Xerox Corporate performance goals (25%). In other words, 75% of the 2015 performance measures and weightings for our named executive officers other than Mr. Zapfel were based on performance measures related to Xerox Services, and the remainder were based on Xerox Corporate performance goals. For our named executive officers other than Mr. Zapfel, the 2015 weightings for the Xerox Corporate performance goals were adjusted EPS (12.5%), constant currency revenue growth (7.5%) and operating cash flow (5%).

In 2015, Ms. Watts received a guaranteed payout of 50% of her short-term incentive target under the APIP, in accordance with the terms of her offer letter entered into in connection with her hiring in November 2014.

For more information on short-term incentives, see “2015 Compensation for the Named Executive Officers—Short-Term Incentives.” For more information on Ms. Watts’ offer letter, see “Named Executive Officers with Unique Compensation Arrangements.”

Long-Term Incentives

In 2014, the Xerox Compensation Committee conducted a comprehensive review of Xerox’s compensation program compared to both peer group and market data. Consistent with the results of this review, commencing with the 2015 Executive Long-Term Incentive Program (“E-LTIP”), the payout for achieving threshold performance goals was increased from 25% to 50% of target, and the payout for achieving maximum performance goals was increased from 150% to 200% of target, whereby payout at 200% would represent attainment of outstanding performance results. There is no payout if performance falls below threshold goals.

The Xerox Compensation Committee approved performance share awards for 2015 with a grant date of July 1, 2015. The 2015 performance measures and weightings were the same as the 2014 E-LTIP: Xerox’s adjusted EPS (50%), revenue growth (30%) and adjusted operating cash flow (20%)—all measured over a cumulative three-year performance period. Additionally, Ms. Watts received a special grant of retention restricted stock units (“RSUs”) on January 1, 2015 in connection with her hiring.

For more information on long-term incentives, see the section entitled “2015 Compensation for the Named Executive Officers—Long-Term Incentives.”

Total Compensation

Complete compensation information for our named executive officers appears in the “Summary Compensation Table.” The following table shows annual base salary, target and actual short-term incentive (APIP), and annual target long-term incentive (E-LTIP) compensation for 2015.

Executive	Base Salary	Target Short-Term Incentive (% of Salary)	Actual Short-Term Incentive (% of Target)	Target Long-Term Incentive (Grant Date Value on 7/1/15)
Robert K. Zapfel	$ 800,000	100%	36%	$ 3,400,000
Michael R. Festa	$ 415,000	75%	21%	$ 600,000
Susan A. Watts(1)	$ 600,000	75%	50%(1)	$ 750,000
David A. Amoriell	$ 525,000	75%	28%	$ 800,000
Connie L. Harvey	$ 525,000	75%	21%	$ 600,000

(1) In accordance with the terms of Ms. Watts’ offer letter entered into in connection with her hiring in November 2014, she received a guaranteed payout of 50% of her short-term incentive target under the APIP. For more information, see the section entitled “Named Executive Officers with Unique Compensation Arrangements.”

Xerox Executive Compensation Principles

The following core principles reflect Xerox's philosophy with respect to executive compensation. These principles, established and refined from time to time by the Xerox Compensation Committee, are intended to promote improved financial performance, to hold Xerox's senior executives personally accountable for the performance of the business units, divisions or functions for which they are responsible and to motivate Xerox's senior executives to collectively make decisions about Xerox that will deliver enhanced value to shareholders over the long term.

Compensation should reinforce business objectives and values	• Reward contributions and leadership that increase profit, revenue, operating cash flow and shareholder value. • Enhance confidence in Xerox's financial stewardship. • Create and maintain the commitment of customers and employees. • Enhance Xerox's reputation as a responsible corporate citizen.
Compensation should be linked to performance and should not motivate unnecessary risk	• A significant portion of total compensation is tied to performance against financial and non-financial objectives of Xerox, the individual executive and the individual's business unit, division or function. • The Xerox Compensation Committee and (for our named executive officers other than Mr. Zapfel) the Xerox CEO monitor how compensation programs could affect management's behavior to ensure that performance objectives do not motivate executives to take unnecessary risk that could jeopardize the health and future of Xerox and the BPO Business.
There should be flexibility in allocating the various compensation elements	• The Xerox Compensation Committee and the Xerox CEO use a variety of incentives to establish compensation packages. • The Xerox Compensation Committee and the Xerox CEO do not impose a specific targeted mix of compensation elements in cash versus equity, fixed pay versus variable pay or long-term versus short-term incentives. Instead, the Xerox Compensation Committee and the Xerox CEO retain flexibility to award compensation that best reflects Xerox's and the BPO Business' then current needs and circumstances.
Compensation opportunities should be competitive	• The Xerox Compensation Committee reviews peer group compensation data annually to ensure that its executive compensation program is competitive in the business process outsourcing, document technology and document outsourcing industries. • Xerox's compensation program is not aligned to a specific competitive position relative to the market.
Incentive compensation should balance short-term and long-term performance	• Incentive opportunities based on both short-term and long-term objectives are intended to promote strong annual results and Xerox's long-term viability and success.
Executive officers should have financial risk and reward tied to their business decisions	• A significant portion of executive officer compensation is designed to be at risk. • The portion of total compensation represented by short- and long-term incentive programs increases with positions at higher levels of responsibility, as these executives have the greatest ability to influence Xerox's strategic direction and results. • Executive officers are required to own shares to align their financial risks and rewards with those of Xerox shareholders.

The pay practices for Xerox's named executive officers should align with the pay practices of Xerox's other senior level employees	• The practices Xerox uses to set base pay, savings and health and welfare benefits for its named executive officers are consistent with the practices used to set compensation for its other senior level employees.

Governance of the Xerox Executive Compensation Program

Oversight

The Xerox Compensation Committee administers the executive compensation program on behalf of the Xerox Board of Directors and the Xerox shareholders for certain executive officers of Xerox, including Mr. Zapfel. The Xerox CEO administers the executive compensation program for our other named executive officers. Following the Spin-Off, our Compensation Committee will administer the executive compensation program for our named executive officers.

In connection with the Spin-Off, we expect our Board will adopt a Compensation Committee charter, to be effective upon completion of the Spin-Off, that will grant our Compensation Committee similar responsibilities to those of the Xerox Compensation Committee. Our Compensation Committee will have the authority to retain an independent advisor for the purpose of reviewing and providing guidance related to executive compensation programs. It is anticipated that our Compensation Committee will take a similar approach as the Xerox Compensation Committee in ensuring a clear alignment between executive compensation and our shareholder interests and corporate performance.

Independent Consultant

The Xerox Compensation Committee has retained the services of an independent compensation consulting firm, Frederic W. Cook & Co., Inc. (the "Consultant"), to assist with its responsibilities. The Consultant reports only to the Xerox Compensation Committee and has not performed any other work for Xerox or Conduent since being retained as an independent consultant to the Xerox Compensation Committee. As provided in its charter, the Xerox Compensation Committee has the authority to determine the scope of the Consultant's services and may terminate the Consultant's engagement at any time.

During 2015, the Consultant provided the following services:

- regularly updated the Xerox Compensation Committee on trends in executive compensation, including providing proactive advice on emerging trends and best practices;
- reviewed officer compensation levels and Xerox's overall performance compared to a peer group made up of organizations with which Xerox is likely to compete for executive expertise, and/or share with Xerox a similar business model in one or more areas;
- reviewed incentive compensation designs for short-term and long-term programs;
- advised the Xerox Compensation Committee on peer group companies for pay and performance comparisons;
- reviewed the Compensation Discussion and Analysis and related compensation tables for the Xerox proxy statement on Schedule 14A, filed with the SEC;
- reviewed Xerox Compensation Committee meeting materials with Xerox management before distribution;
- attended Xerox Compensation Committee meetings, including meetings in executive session, as requested by the Xerox Committee chair; and
- offered independent analysis and input on Xerox CEO compensation.

Best Practices

The Xerox Compensation Committee regularly reviews executive compensation best practices and makes changes to Xerox's programs as appropriate.

Xerox's program reflects many best practices as follows:

What Xerox Does:

- Xerox emphasizes pay for performance in order to align executive compensation with its business strategy and promote the creation of long-term shareholder value.
- Xerox equity awards typically are granted 100% in performance shares with three-year cliff vesting.
- Xerox stock plans have double trigger vesting upon a change in control. Outstanding equity awards do not automatically vest upon a change in control but rather require a qualifying termination.
- Xerox has clawback provisions to enable Xerox and Conduent to recover certain short- and long-term incentives, non-qualified pension benefits, if any, and salary continuance paid to certain executive officers in the event of material noncompliance with financial reporting requirements resulting in an accounting restatement (based on the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act) and to enable Xerox to recover certain short and long-term incentives in the event of activity that is detrimental to Xerox.
- Xerox's executives (including our named executive officers) are subject to stock ownership and post-retirement stock holding requirements.
- Xerox has non-compete and non-solicitation agreements with certain key employees (where permissible under local law) that prohibit those employees from competing against Xerox and from soliciting Xerox customers or current employees during their employment and for a certain period of time after leaving their positions.

What Xerox Does Not Do:

- Xerox offers very limited perquisites and does not pay tax gross-ups on perquisites.
- Xerox does not gross up for excise tax in its change-in-control severance agreements.
- The Xerox Compensation Committee's independent consultant does not perform any other services for Xerox.
- Xerox's executives (including our named executive officers) may not hedge or pledge Xerox stock.
- Xerox does not provide employment agreements (other than in connection with new hire arrangements) or excessive change-in-control severance arrangements for executive officers.

Risk Assessment

The Xerox Compensation Committee believes that its programs encourage positive behavior while balancing risk and reward, consistent with the interests of its shareholders. Xerox management conducts risk assessments each year and presents the findings to the Xerox Compensation Committee. Based on the assessment of programs covering its employees and executives for 2015, the Xerox Compensation Committee determined that its compensation plans, programs and practices do not motivate behavior that is reasonably likely to have a material adverse impact on Xerox. The assessment included reviews of Xerox's internal controls, clawback provisions (including those for engaging in detrimental activity), ownership requirements, overlapping performance periods and vesting schedules, the balance of short- and long-term incentives and performance goals which are tied to multiple financial metrics.

Process for Setting Compensation

Competitive Market Information

Each year, the Xerox Compensation Committee receives a report comparing the compensation of Mr. Zapfel with the compensation of the comparable named executive officers of the companies in Xerox's peer group. This comparison includes peer group compensation data from the most recent proxy statements for these elements of pay:

- base salary;
- short-term incentives;
- total cash compensation (base salary plus short-term incentives);
- long-term incentives; and
- total compensation (total cash compensation plus long-term incentives).

The Xerox Compensation Committee reviews the peer group total target compensation (including the individual elements noted above) for Mr. Zapfel and Xerox's other named executive officers. The Xerox Compensation Committee uses the median as the primary competitive reference point, but does not use that data as a specific benchmark or to match a specific percentile of the market. The competitive peer group market data is prepared, analyzed and presented to the Xerox Compensation Committee by the Consultant.

Each year, the Consultant also conducts an analysis of actual compensation for Mr. Zapfel and Xerox's other named executive officers and Xerox's overall performance compared to actual compensation and performance of the peer group companies. The Xerox Compensation Committee reviews Xerox's performance in relation to the peer group (including total shareholder return compared to the Xerox peer group, the S&P 500 and an industry group composed of companies in the S&P 500 IT Index) when setting compensation for Mr. Zapfel and Xerox's other named executive officers.

Xerox Services Survey Data

The Consultant also presents a broader set of survey data, as prepared by Buck Consultants, LLC ("Buck"), a wholly owned subsidiary of Xerox. In 2015, Buck prepared a market pricing analysis to assist the Xerox CEO in determining the compensation of our named executive officers other than Mr. Zapfel. The analysis used data from the following survey sources: the Towers Watson CDB General Industry Executive Compensation Survey; Frederic W. Cook Survey of Long-Term Incentives; Equilar Top 25 Survey Report; Buck Consultants Survey of Global Long-Term Incentives; and the Aon Hewitt TCM Executive Survey. The median in the survey data for the particular role is used as the primary competitive reference point by the Xerox CEO in setting compensation for our named executive officers other than Mr. Zapfel. The Xerox CEO does not use that data as a specific benchmark or to match a specific percentile of the market.

Peer Group

Buck collects the data that is used by the Consultant to help determine the composition of Xerox's peer group in setting compensation for Mr. Zapfel and for reviewing overall executive compensation trends. Buck provides these and other consulting services to Xerox management and has not performed any work directly for the Xerox Compensation Committee.

Xerox believes its peer group companies on the whole are appropriate in size (considering revenue, enterprise value and assets) and also are:

- companies with which Xerox is likely to compete for executive talent; and/or
- companies that share with Xerox a similar business model in one or more areas, including the mix of goods and services, technology or services focus, strong brand recognition and focus on global operations.

The Xerox Compensation Committee regularly reviews the composition of the peer group. The peer group was revised and approved in 2014 and confirmed again by the Xerox Compensation Committee in 2015. The 2015 peer group consisted of the following companies:

Accenture	Emerson Electric	Ricoh*
Aon	FedEx	Seagate Technology
Automatic Data Processing	Fujitsu*	Tata Consultancy*
Canon*	Hewlett-Packard	Texas Instruments
Cisco Systems	Honeywell International	3M
Cognizant Tech Solutions	Intel	United Technologies
Computer Science Corp.	Konica Minolta*	Western Digital
EMC	Lexmark International	Wipro*

* These are non-U.S. headquartered companies for which compensation data are not readily available, so they are not included in compensation comparisons. However, since they are Xerox competitors, they are included in relative performance comparisons.

The median annual revenue of the peer group was approximately $23 billion (compared to Xerox annual revenue of $18 billion), when the Xerox Compensation Committee last reviewed the peer group data in December 2015. The 25th percentile for the peer group revenue data was $12 billion and the 75th percentile was $46 billion.

Given the differences between the expected revenues of Conduent and Xerox, as well as other relevant factors that impact executive compensation, we expect that the group of peer companies selected by our compensation committee following completion of the Spin-Off may differ from Xerox's 2015 peer group, although some of Xerox's peer companies may continue to serve as peer companies for Conduent.

Performance Objectives

The Xerox CEO sets performance objectives for Mr. Zapfel that align with the objectives approved by the Xerox Compensation Committee for the Xerox CEO. Mr. Zapfel sets performance objectives for our other named executive officers. The objectives for these named executive officers generally align with the objectives of Mr. Zapfel, as set forth below. In addition to the BPO Business, Mr. Zapfel, Mr. Festa and Ms. Watts' performance objectives include objectives related to Xerox Large Enterprise Operations ("LEO"), which includes Xerox's Document Outsourcing business, and will not be part of the BPO Business, and their compensation was determined based on their contributions to both the BPO Business and the LEO business.

Consistent with the Xerox CEO's 2015 performance objectives and the overall design of the Xerox compensation program, the Xerox CEO set the following performance objectives for Mr. Zapfel:

- achieving financial goals for signings, revenue growth, margin improvement and cash;
- driving Xerox's growth in "advantaged" businesses, completing key acquisitions and divestitures and ensuring successful closing of Information Technology Outsourcing ("ITO") divestiture to ATOS and successful ongoing BPO Business/ITO linkage;
- improving sales effectiveness; achieving growth targets in prioritized countries; leveraging Xerox LEO and Global Document Outsourcing (sales force, cross selling, aligned offers) and achieving progress with margins and growth in prioritized countries;
- implementing a new operating model; improving labor productivity driving margin expansion; improving offering competitiveness, providing clients with high-quality, high-value offers at competitive prices; leveraging Project Development and Systems Integration capability for improved client satisfaction and profits;

- improving service delivery quality;
- creating incremental sales and margin growth through use of analytics and innovation enabled offerings; and
- improving employee retention; investing in the skill development through “Xerox Services University”; achieving 2015 diversity goals and driving cultural transformation.

Our named executive officers generally earn short- and long-term incentive compensation based on achievement of pre-established objective performance goals. Base salary increases and short-term incentive target award opportunities are determined individually for each named executive officer by taking into consideration peer group data (for Mr. Zapfel), survey data and internal comparisons to ensure that pay is competitive and consistent with Xerox’s succession planning objectives and that differences in pay among the officers are appropriate. Our long-term incentive payouts are determined for our named executive officers as a team based on achievement of pre-established objective performance goals. Incentive award payouts are determined generally based on Xerox’s overall quantitative financial performance.

2015 Compensation for the Named Executive Officers

Overview

As shown in the chart below, the Xerox Compensation Committee follows a thorough and multi-faceted process to establish compensation for Mr. Zapfel.

The Xerox Compensation Committee assesses

- overall performance of Xerox
- past contributions
- expected future contributions
- succession planning objectives
- retention objectives
- internal pay equity
- peer group data

The Xerox Compensation Committee also considers

- Xerox CEO’s evaluation of Mr. Zapfel, his contributions and performance
- Xerox CEO’s recommendations for compensation actions
- competitive executive pay practices
- financial feasibility

Final steps include

- input from the Xerox Compensation Committee’s independent consultant
- review of evolving market practices, regulatory developments, the market for executive talent and compensation philosophy

For our named executive officers other than Mr. Zapfel, the Xerox CEO follows the following process:

The Xerox CEO assesses

- overall performance of Xerox
- past contributions
- expected future contributions
- succession planning objectives
- retention objectives
- internal pay equity
- survey data of peer companies
- competitive executive pay practices
- financial feasibility

Final steps include

- review of evolving market practices, regulatory developments, the market for executive talent and compensation philosophy

After receiving input from Mr. Zapfel, the Xerox CEO makes her own assessments and formulates compensation amounts for each of our named executive officers other than Mr. Zapfel, ensuring that the total compensation for each is appropriate and competitive. The Xerox CEO expects a high level of individual and collaborative performance and contributions, consistent with our named executive officers’ level of responsibility, and seeks to appropriately motivate our named executive officers to achieve a high level of performance when setting compensation.

To assist in establishing compensation for Mr. Zapfel, the Xerox Compensation Committee also reviews Mr. Zapfel's compensation under various termination scenarios as provided in the Potential Payments upon Termination or Change in Control table, but this is not a material driver of compensation decisions.

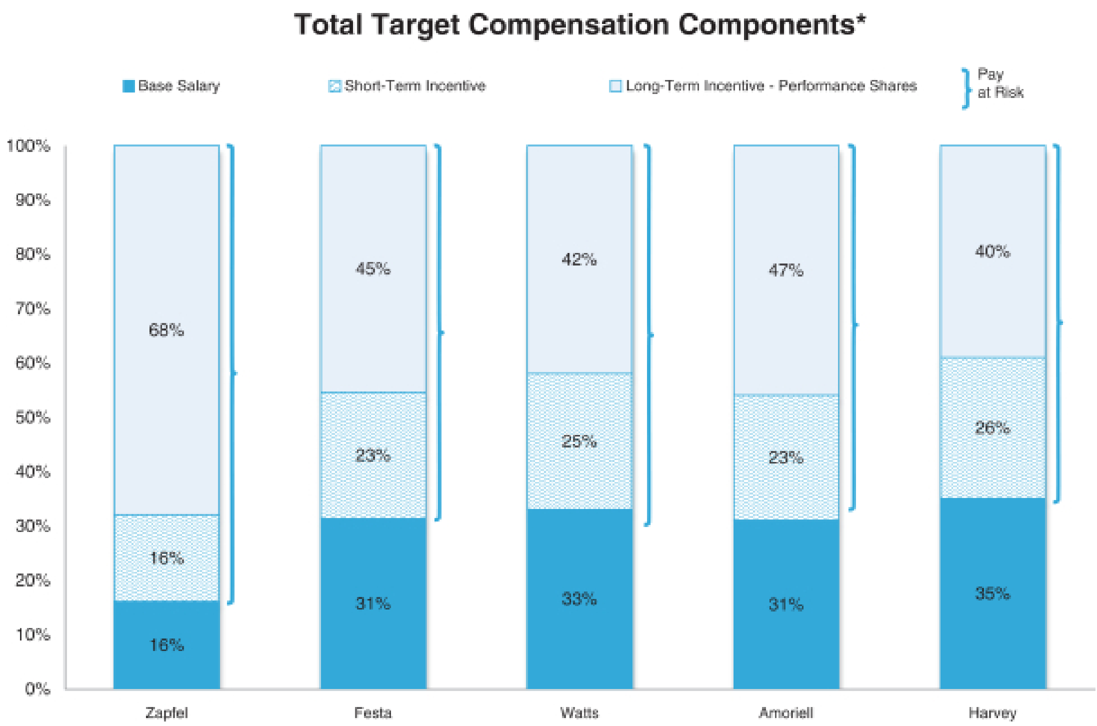
2015 Total Target Compensation

Total target compensation includes base salary, target annual short-term cash incentive and target annual long-term equity incentive awards, which includes the July 1, 2015 E-LTIP performance share grants and excludes any special RSU awards. For purposes of market comparisons, total target compensation within the range of plus or minus 20% of the peer group median (for Mr. Zapfel) or plus or minus 20% for the survey median (for our other named executive officers) typically is considered as a competitive reference point.

The 2015 total target compensation which includes annual base salary, target and actual short-term incentive compensation as a percentage of base salary and target long-term incentive compensation can be found under the heading "Executive Summary—Total Compensation." More complete compensation information appears in the "Summary Compensation Table."

Fixed versus Variable Pay

The chart below shows the 2015 pay mix for our named executive officers as well as the portion of their total target compensation that is performance-based and at risk. The target long-term incentive compensation presented in the chart represents the annual E-LTIP award covering the 2015 to 2018 performance period granted on July 1, 2015.



* Percentages may not total 100% due to rounding.

Base Salary

Base salary is the fixed pay element of Xerox's compensation program. The Xerox Compensation Committee (for Mr. Zapfel) and the Xerox CEO (for our named executive officers other than Mr. Zapfel) review and approve base salaries annually, typically in February. They also review our named executive officer salaries when there is a specific event, such as a new hire, promotion or achievement of an extraordinary level of performance. There were no salary increases approved for our named executive officers in 2015.

Short-Term Incentives

The Xerox Annual Performance Incentive Plan ("APIP") provides for short-term incentive awards paid in the form of cash for our named executive officers and other eligible employees. Each year, the Xerox Compensation Committee determines the target short-term incentive award opportunity under the APIP for Mr. Zapfel, stated as a percentage of base salary. The Xerox CEO determines the target short-term incentive award opportunity under the APIP for our other named executive officers.

For tax reasons related to the deductibility of certain executive compensation, short-term incentive awards for Mr. Zapfel are funded by a Short-Term Incentive Pool, which is an umbrella plan established by the Xerox Compensation Committee under the shareholder-approved Xerox Corporation 2004 Performance Incentive Plan, as amended and restated (see "Certain Tax Implications of Executive Compensation"). Mr. Zapfel is allocated a specified portion of the Short-Term Incentive Pool, assuming Xerox attains certain pre-established performance goals. The APIP award for Mr. Zapfel may be less than, but will never exceed, that allocation.

In 2015, the Short-Term Incentive Pool was funded by 2% of Xerox's "performance profit" achieved during the year. For this purpose, performance profit is income from continuing operations before income taxes, equity income and discontinued operations, excluding restructuring charges, non-cash asset write-offs or impairment losses and amortization of intangibles as identified in Xerox's audited consolidated financial statements.

The following chart shows Xerox's process for setting short-term incentive awards for Mr. Zapfel and for the Xerox Corporate performance goals that comprise 25% of each of the short-term incentive awards for our other named executive officers. This process typically takes place in the first quarter of the year.

Board of Directors	• Reviews Xerox's results for previous year • Considers annual operating plan for coming year
Xerox CEO	• With the Xerox CFO, assesses Xerox's overall prior year performance • Recommends to the Xerox Compensation Committee performance measures for the coming year based on Xerox's overall performance* • Recommends actions related to payment of awards based on prior year performance and establishment of short-term incentive target awards for the coming year for Mr. Zapfel
Xerox Compensation Committee	• With the input of the Xerox CEO, assesses Xerox's overall prior year performance against goals* • With the input of the Xerox CEO, determines awards earned for the prior year for Mr. Zapfel • Sets performance measures and weightings for the coming year based on Xerox's overall performance, including the threshold, target and maximum goals for each measure; payout ranges; potential adjustment categories; and overall design* • Establishes a target short-term incentive opportunity for Mr. Zapfel for the coming year

* Applies to the Xerox Corporate performance goals that comprise 100% of Mr. Zapfel's short-term incentive award and 25% of each of the short-term incentive awards for our named executive officers other than Mr. Zapfel.

The following chart shows Xerox's process for setting short-term incentive awards for our named executive officers other than Mr. Zapfel.

Board of Directors	• Reviews Xerox's results for previous year • Considers annual operating plan for coming year
Xerox CEO	• With the Xerox CFO, assesses Xerox's overall prior year performance • Recommends actions related to payment of awards based on prior year performance and establishment of short-term incentive target awards for the coming year • Sets performance measures and weightings for the coming year based on Xerox Services's overall performance and performance of the business units, including the threshold, target and maximum goals for each measure; payout ranges; and overall design

Annual short-term incentives, if earned based on the previous fiscal year's performance, generally are paid in early April.

Short-Term Incentive Performance Measures

Because Xerox believes its adjusted EPS, operating cash flow and constant currency revenue growth are the three fundamental financial metrics that drive shareholder value, Xerox uses similar metrics and weightings for both its short- and long-term incentive programs for Mr. Zapfel and for the Xerox Corporate performance goals that comprise 25% of each of the short-term incentive awards for our other named executive officers. EPS is given greater weighting to emphasize profitable revenue growth and Xerox's belief that increases in EPS will lead to greater long-term shareholder value. The short-term plan contains specific financial metrics, but also permits the Xerox Compensation Committee and the Xerox CEO some limited discretion as described below.

The measures, weightings, goals and target and maximum payout ranges set by the Xerox Compensation Committee for the Xerox Corporate performance goals for 2015, representing 100% of Mr. Zapfel's short-term incentive award and 25% of each of the short-term incentive awards for our other named executive officers (for which the weightings are: adjusted EPS – 12.5%; constant currency revenue growth – 7.5%; and operating cash flow – 5%), were as follows:

Xerox Corporate Performance Measures

Performance Measure	Weighting: Mr. Zapfel	Weighting: Other NEOs	Target (100% payout)	Maximum (200% payout)
adjusted EPS	50%	12.5%	$1.02	$1.08
constant currency revenue growth(1)	30%	7.5%	0.0%	1%
operating cash flow	20%	5%	$1,800 million	$2,000 million

(1) Defined as revenue growth adjusted to exclude the impact of changes in the translation of foreign currencies into U.S. dollars.

The measures, weightings, goals and target and maximum payout ranges set by the Xerox CEO for the Xerox Services performance goals for 2015, representing the remaining 75% of Mr. Festa's and Ms. Watts' short-term incentive award for 2015, based on their respective business units, were as follows:

Xerox Services Performance Measures

Performance Measure	Weighting	Target (100% payout)	Maximum (200% payout)
performance profit(1)	35%	$860 million	$910 million
constant currency revenue growth	20%	3.20%	4.50%
free cash flow(2)	20%	$475 million	$550 million

(1) Defined as Operating Profit, less other expenses, net (excluding restructuring and asset impairment charges, amortization of intangible assets and interest expense).

(2) Defined as cash flows from operating activities as reported on the Combined statement of cash flows, less cost of additions to land, buildings and equipment and cost of additions to internal use software.

In accordance with the terms of Ms. Watts' offer letter entered into in connection with her hiring in November 2014, she received a guaranteed payout of 50% of her short-term incentive target under the 2015 APIP.

The measures, weightings, goals and target and maximum payout ranges set by the Xerox CEO for the Xerox Services-Public Sector performance goals for 2015, representing the remaining 75% of Mr. Amoriell's short-term incentive award for 2015, based on his respective business unit, were as follows:

Xerox Services—Public Sector Performance Measures

Performance Measure	Weighting	Target (100% payout)	Maximum (200% payout)
operating profit(1)	35%	$ 347 million	$ 416 million
constant currency revenue(2)	20%	$2,026 million	$2,162 million
cash collection as a percent of revenue(3)	20%	103%	105%

(1) Defined as total revenue for the applicable business unit, less cost of outsourcing, RD&E, selling, general & administrative expenses and corporate allocations.
(2) Defined as revenue for the applicable business unit adjusted to exclude the impact of changes in the translation of foreign currencies into U.S. dollars.
(3) Based upon accounts receivable collections as a percent of revenue for the applicable business unit where accounts receivable was the balance at the end of the period including factoring and other adjustments determined by management. Select Percentage of Completion ("POC") accounts are provided with separate and specific targets.

The measures, weightings, goals and target and maximum payout ranges set by the Xerox CEO for Xerox Services-Healthcare performance goals for 2015, representing the remaining 75% of Ms. Harvey's short-term incentive award for 2015, based on her respective business unit, were as follows:

Xerox Services—Healthcare Performance Measures

Performance Measure	Weighting	Target (100% payout)	Maximum (200% payout)
operating profit(1)	35%	$ 116 million	$ 138 million
constant currency revenue(2)	20%	$1,071 million	$1,142 million
cash collection as a percent of revenue(3)	20%	103%	105%

(1) Defined as total revenue for the applicable business unit, less cost of outsourcing, RD&E, selling, general & administrative expenses and corporate allocations.
(2) Defined as revenue for the applicable business unit adjusted to exclude the impact of changes in the translation of foreign currencies into U.S. dollars.
(3) Based upon accounts receivable collections as a percent of revenue for the applicable business unit where accounts receivable was the balance at the end of the period including factoring and other adjustments determined by management. Select POC accounts are provided with separate and specific targets.

Although Xerox considers historical performance when setting future performance goals, these goals were aligned with Xerox's 2015 operating plan at the time they were established and designed to be challenging yet achievable.

Short-Term Incentive Target Award Opportunity for the Individual Named Executive Officers

The annual short-term incentive target award opportunity for each of our named executive officers takes into account many factors, including scope of responsibility, past contributions, expected future contributions, internal pay equity and competitive executive compensation practices. If Mr. Zapfel's responsibilities change after February, when the terms of the short-term incentive awards are generally approved, the Xerox Compensation Committee may adjust the short-term incentive target award opportunity at that time, but the award will not exceed Mr. Zapfel's allocation under the Short-Term Incentive Pool. If the responsibilities of our other named executive officers change after the terms of awards are approved, the Xerox CEO may adjust the short-term incentive target award opportunity.

The 2015 annual short-term incentive target award opportunity for each of our named executive officers appears in the section entitled "Executive Summary—Total Compensation."

Determining Short-Term Incentive Award Payouts

After the end of each fiscal year, the Xerox CFO confirms the financial results and communicates the results to the Xerox Compensation Committee. Subject to the Xerox Compensation Committee's review and approval, any material unusual or infrequent charges or gains may be excluded from the APIP short-term incentive calculations in order to obtain normalized operational results of the overall Xerox business, but in no event will Mr. Zapfel's award exceed his allocation under the Short-Term Incentive Pool. Subject to the Xerox CEO's review and approval, any material unusual or infrequent charges or gains may be excluded from the short-term incentive calculations for our other named executive officers.

Each performance measure is assessed and calculated independently. The weighted results of each measure are added together to determine overall performance results. Payouts are made proportionately for achievement at levels between the goals. Even if pre-established performance measures are achieved, the Xerox Compensation Committee (for Mr. Zapfel), or the Xerox CEO (for our other named executive officers), retains discretion to determine a lesser short-term incentive than the calculated incentive payout, or no short-term incentive at all, as they deem appropriate. The Xerox Compensation Committee (for Mr. Zapfel) and the Xerox CEO (for our other named executive officers) also may use their discretion to increase or decrease an APIP award based on individual performance, provided that Mr. Zapfel's award may never exceed his allocation of the Short-Term Incentive Pool. There is no payout for business performance below threshold levels.

Under extraordinary circumstances, if the Xerox Compensation Committee (for Mr. Zapfel) or the Xerox CEO (for our other named executive officers) believes an additional incentive is appropriate to reward and motivate executives, they have authority to provide a cash incentive award outside of the APIP and the Short-Term Incentive Pool that is separate and independent of the calculated incentive payout, but this has not been its practice.

2015 Performance for Short-Term Incentive Award Payouts

Performance results for 2015 against the Xerox Corporate performance measures, representing 100% of Mr. Zapfel's short-term incentive award and 25% of each of the short-term incentive awards for our other named executive officers, were as follows:

Xerox Corporate Performance Measures	**Weighting**		
Performance Measure	**Mr. Zapfel**	**Other NEOs**	**Actual Results**
adjusted EPS	50%	12.5%	$0.98 – at threshold
constant currency revenue growth	30%	7.5%	(4.0)% – below threshold
operating cash flow	20%	5%	$1,611 million – below target

In 2015, adjusted EPS excluded the amortization of intangible assets, software impairment and the HE charge.

Xerox management recommended to the Xerox Compensation Committee a payout factor that reflects performance results for all three measures. After reviewing the results, the Xerox Compensation Committee agreed with Xerox management's recommendation of a 36% payout factor, which was determined in accordance with the process and the applicable goals and weightings described above. For each of the named executive officers other than Mr. Zapfel, a 9% payout factor was attributable to achievement of these goals.

Performance results for 2015 against the performance measures established for Mr. Festa and Ms. Watts were as follows:

Xerox Services Performance Measures

Performance Measure	Weighting	Actual Results
performance profit	35%	$512 million – below threshold
constant currency revenue growth	20%	(1.83)% – below threshold
free cash flow	20%	$435 million – below target

In accordance with the terms of Ms. Watts' offer letter entered into in connection with her hiring in November 2014, she received a guaranteed payout of 50% of her short-term incentive target under the APIP.

After reviewing the results, the Xerox CEO recommended a 21% payout factor, which was determined in accordance with the process and the applicable goals and weightings described above.

Performance results for 2015 against the performance measures established for Mr. Amoriell were as follows:

Xerox Services—Public Sector Performance Measures

Performance Measure	Weighting	Actual Results
operating profit	35%	$302 million – below threshold
constant currency revenue	20%	$1,965 million – below target
cash collection as a percent of revenue	20%	102% – at threshold

After reviewing the results, the Xerox CEO recommended a 28% payout factor, which was determined in accordance with the process and the applicable goals and weightings described above.

Performance results for 2015 against the performance measures established for Ms. Harvey were as follows:

Xerox Services—Healthcare Performance Measures

Performance Measure	Weighting	Actual Results
operating profit	35%	$70 million – below threshold
constant currency revenue	20%	$1,030 million – below threshold
cash collection as a percent of revenue	20%	98% – below threshold

Though threshold goals were not achieved for these measures, the Xerox CEO recommended a 21% payout factor for Ms. Harvey, which was consistent with the payout factor for the other Xerox Services executives, based on her individual performance and the Xerox Corporate performance goals.

The Xerox Compensation Committee and the Xerox CEO believe that the 2015 short-term incentive payments are consistent with its strategy of compensating named executive officers for achieving important business goals. In view of Xerox Corporate and Xerox Services 2015 results, the Xerox Compensation Committee and the Xerox CEO believe that the annual short-term incentive payments resulted in reasonable and appropriate performance-related incentive payments to our named executive officers. The annual incentives paid to our named executive officers in April 2016 for 2015 are shown in the "Summary Compensation Table." Additional information about the short-term incentive opportunities is shown in the "Grants of Plan-Based Awards" table.

While we expect our initial executive compensation programs will contain similar components, our compensation committee will review our compensation programs following the Spin-Off to ensure they align with our compensation philosophy and our business needs and strategic priorities along with the interests of our stockholders.

Long-Term Incentives

Xerox provides long-term incentives to reward our named executive officers for sustained performance, as a retention incentive, and to align executives' interests with the interests of Xerox shareholders.

Executive Long-Term Incentive Program

E-LTIP awards are made according to the 2004 Performance Incentive Plan. Awards may be cash or equity-based, including performance shares and RSUs. Equity awards granted to our named executive officers generally have been in the form of performance shares, with the exception of special one-time awards granted from time to time in the form of RSUs subject to service-based vesting. Xerox has not granted stock options since 2004, although Mr. Amoriell holds, and in 2015 Ms. Harvey held, certain legacy Affiliated Computer Services, Inc. ("ACS") stock options (as described below).

Through 2012, executives could earn performance shares under the E-LTIP based on Xerox's actual achievement measured against both annual performance goals and three-year cumulative performance goals. Beginning with 2013, awards have been based solely on cumulative goals over a three-year performance period. The service period for these performance shares is three years from the date of grant. Earned performance shares vest three years from the date of grant, after the Xerox Compensation Committee certifies the results for the performance period. In January 2016, Xerox announced it would separate into two independent, publicly traded companies. Because of the difficulty in setting three-year performance goals that would appropriately take into account the announced separation, for 2016, the Xerox Compensation Committee made a determination to replace the three-year performance goal program with a transitional E-LTIP program in which 50% of the award will be based on achieving one-year performance goals and the remaining portion of the award will be based on service only. All performance shares will vest three years from the grant date.

RSUs are not tied to performance measures and vest all at once at the end of a requisite service period, which is normally three years from the date of grant.

Once vested, performance shares and RSUs are paid out in the form of shares of Xerox common stock. In connection with certain termination events, vesting occurs as follows:

- Award holders who retire or are involuntarily terminated other than for cause before the end of the vesting period will vest in a pro-rata portion of earned performance shares and, if applicable, RSUs (generally RSUs granted to named executive officers are "retention" RSUs which do not have pro-ration provisions, as discussed below). Payment will occur on the original vesting date and will not be accelerated.
- Award holders who voluntarily terminate employment (other than for retirement) or are terminated for cause before the vesting date forfeit these awards.
- Performance shares and RSUs fully vest upon death (at target level, in the case of performance shares).

On occasion, as an additional vehicle for retaining key employees, including Mr. Zapfel, the Xerox Compensation Committee has granted "retention" RSUs that are forfeited if the employee separates from Xerox prior to the vesting date (other than due to death). These RSUs vest all at once at the end of a requisite service period, which is typically three years.

Upon vesting of performance shares and RSUs, dividend equivalents are paid in cash on vested shares in an amount equal to the dividends the executive would have earned from owning the same amount of Xerox common stock (up to the target number of performance shares) throughout the vesting period.

Although equity awards generally are granted on a regular annual cycle, the Xerox Compensation Committee occasionally grants off-cycle equity awards for special purposes, such as new hire, promotion, retention, and recognition.

Xerox Compensation Committee Actions Relating to E-LTIP Awards

E-LTIP awards are based on a review of operating results, each executive's historical and expected future contributions, and both peer group and market data.

Actions the Xerox Compensation Committee takes every year with respect to long-term incentive awards	• Determines the number of performance shares, if any, earned by named executive officers based on the results of the applicable performance period(s) • Establishes overall design; performance measures and weightings; the threshold, target and maximum goals for each measure; and payout ranges for the new performance share cycle • Approves new E-LTIP grants for Mr. Zapfel
Specific actions taken for 2015	• Approved a three-year cumulative performance period of January 1, 2015 through December 31, 2017, with a grant date of July 1, 2015, and a vesting date of July 1, 2018, for 2015 E-LTIP grants • Approved the 2015 E-LTIP performance measures for the 2015–2017 performance period for named executive officers • Approved a payout range between 0% and 200% of the target number of performance shares granted • Approved the grant date value for Mr. Zapfel's 2015 E-LTIP award

The Xerox CEO approves new E-LTIP grants for our named executive officers other than Mr. Zapfel.

During 2014, the Xerox Compensation Committee conducted a comprehensive review of Xerox's compensation programs (including long-term incentives) compared to both peer group and broader market data. Consistent with the results of this review, beginning with 2015 E-LTIP awards, the payout for achieving threshold performance goals increased from 25% to 50%, and the payout for achieving maximum performance goals increased from 150% to 200%, whereby payout at 200% would represent attainment of outstanding performance results. Payouts are made proportionately for achievement at levels between these goals. There is no payout if performance falls below each of the threshold goals established by the Xerox Compensation Committee.

During the first fiscal quarter of 2015, the Xerox Compensation Committee established performance goals and grant date values for the July 2015 E-LTIP awards. The performance period for these awards is January 2015 through December 2017, and the service period is July 2015 through June 2018. Earned shares for this award will vest on July 1, 2018.

The target number of performance shares granted to our named executive officers in July 2015 was determined by dividing the previously approved grant date award value by the closing price of Xerox common stock on the grant effective date. Additionally, in connection with Ms. Watts' hiring in November 2014 and in accordance with the terms of her offer letter, she received a one-time grant of retention RSUs on January 1, 2015 that will cliff vest on January 1, 2018.

Metrics for the 2015–2017 Performance Cycle (2015 E-LTIP granted on July 1, 2015)

The measures, weightings, goals and target to maximum payout ranges set by the Xerox Compensation Committee for the 2015–2017 E-LTIP performance cycle are as follows:

Performance Measure	Weighting	Target (100% payout)	Maximum (200% payout)
Adjusted EPS	50%	$3.38	$3.54
Revenue Growth	30%	2%	6%
Adjusted Operating Cash Flow	20%	$5.5 billion	$6.1 billion

These performance goals were aligned with Xerox's longer-term financial model at the time the goals were established and are disclosed solely in the context of Xerox's 2015–2017 E-LTIP performance cycle. Target performance levels are challenging but achievable with a level of performance that is in line with Xerox's Board-approved operating plan, whereas maximum performance levels represent stretch goals which can only be achieved with exceptional performance. These goals should not be used or relied upon as estimates of results or applied to other contexts.

Under the E-LTIP, actual Xerox results for the performance measures (adjusted EPS, revenue growth and adjusted operating cash flow) are adjusted for certain pre-established items, subject to thresholds, such as: amortization of acquisition-related intangibles; non-cash asset write-offs; litigation; restructuring; defined benefit pension and retiree health costs and discretionary pension fundings; effects of changes in tax laws and accounting principles; acquisitions and divestitures; losses from war, terrorism or natural disaster; settlements of tax audits; and other types of unusual items. Revenue Growth is also adjusted for the impact of changes in the translation of foreign currencies into U.S. dollars.

Additional information on the 2015 E-LTIP awards can be found in "Treatment of Outstanding Xerox Equity Compensation in the Spin-Off" as well as the "Summary Compensation Table" and the "Grants of Plan-Based Awards" table.

Performance and Payouts under Prior E-LTIP Awards

2013 E-LTIP

For Mr. Festa and Mr. Amoriell and Ms. Harvey, the E-LTIP awards granted on January 1, 2014 are considered 2013 annual E-LTIP awards. The grant date for this award was deferred from July 1, 2013 to January 1, 2014, as one of several measures implemented by Xerox to reduce costs and expenses in 2013. This deferral aligned with the actions taken for other senior level employees, consistent with Xerox's compensation principles. Although the grant date was deferred to January 2014, the Xerox Compensation Committee considered these awards to be part of 2013 compensation: performance conditions and grant values for the awards were established in the first quarter of 2013, and the performance period was 2013 through 2015, the same as if the awards had been granted on July 1, 2013. The service period of the deferred awards is January 2014 through December 2016. Earned shares for these awards will vest on January 1, 2017.

Performance results against the established performance measures for 2013 E-LTIP awards are:

Performance Measure	Weighting	Three-Year Cumulative Performance	Performance Shares Earned for Three-Year Cumulative Results
Adjusted EPS	40%	$3.03 – below threshold	0%
Revenue Growth	20%	(7.5)% – below threshold	0%
Adjusted Operating Cash Flow	40%	$6.213 billion – below target	31.40%
Total performance shares earned as a percentage of shares granted			**31.40%**

Additional information on the 2013 E-LTIP awards can be found in "Treatment of Outstanding Xerox Equity Compensation in the Spin-Off." See the "Outstanding Equity Awards at 2015 Fiscal Year-End" table, footnote (C), for additional information on shares earned.

Payouts under Prior E-LTIP Awards

The chart below reflects historical payouts for performance shares based on achievement against performance measures and the actual stock price on the vesting date. Mr. Festa was granted awards in each of 2010, 2011 and 2012, and Mr. Amoriell and Ms. Harvey were granted awards in 2011 and 2012.

Grant Date	Vesting Date	Performance Shares Earned as a Percentage of Target Shares Granted	Actual Payout Value at Vesting as a Percentage of Grant Date Award Value*
July 1, 2010	July 1, 2013	149.8%	173.7%
July 1, 2011	July 1, 2014	64.74%	75.0%
July 1, 2012	July 1, 2015	75.64%	102.6%

* The actual payout value is calculated by multiplying the number of shares earned under the applicable performance cycle by the closing stock price on the vesting date.

2015 Compensation Decision—ITO Business as Discontinued Operation

In December 2014, Xerox announced an agreement to sell its ITO business. As a result of this announcement, the ITO business was reported as a Discontinued Operation for purposes of Xerox's financial statements, and the operating results attributable to the ITO business were excluded from Xerox's results from continuing operations in its 2014 consolidated financial results. Accordingly, as a result of this transaction, the revenue and profit of the ITO business were excluded from the performance results under the 2012 E-LTIP. This reduced the three-year cumulative payout of the 2012 E-LTIP by 3.34%, or $1.6 million, even though Xerox continued to own and manage the ITO business for all of 2014.

As described in "Xerox Executive Compensation Principles," Xerox's core compensation principles are intended to motivate executives to improve financial performance and to collectively make decisions about Xerox that will deliver value to shareholders over the long term. The Xerox Compensation Committee believes that Xerox's executives should not be negatively impacted for making decisions that positively impact Xerox, its clients and Xerox shareholders. To that end, in 2015, the Xerox Compensation Committee approved a lump sum cash payment to participants in the 2012 E-LTIP, including Mr. Festa and Mr. Amoriell and Ms. Harvey. Each payment was equal to the value of the shares that were not paid out under the 2012 E-LTIP due to the exclusion of ITO revenue and profit from the performance results (based on the closing price of our common stock on July 1, 2015 plus the value of related dividend equivalents). These cash payments were made outside of the E-LTIP in July 2015 when the 2012 E-LTIP awards vested. Additional information can be found in the "Summary Compensation Table."

Treatment of Outstanding Xerox Equity Compensation in the Spin-Off

In general, each outstanding Xerox equity award held by an individual who will be an employee of Conduent as of the Spin-Off, or who is a former employee of the BPO Business, will be converted entirely into an award with respect to Conduent common stock, and each outstanding Xerox equity award held by an individual who will be an employee of Xerox following the Spin-Off, or who is a former employee of Xerox, will continue to relate to Xerox common stock. In each case, the award will be adjusted in a manner intended to preserve the aggregate intrinsic value of the original Xerox equity award. Following this adjustment, each 2013 E-LTIP award and 2014 E-LTIP award will remain subject to the same vesting conditions as prior to the Spin-Off, and each 2015 E-LTIP award will be additionally adjusted based on actual performance achieved through December 31, 2016 for 2/3 of the award, and based on target performance for the remainder of the award, and will otherwise remain subject to time-based vesting through the award's original vesting date.

In connection with the ACS acquisition in 2010, unvested options to acquire ACS stock, including those held by Mr. Amoriell and Ms. Harvey were converted into options to acquire Xerox common stock. These options continued to vest 20% per year on the anniversary of the August 20, 2009 grant date. As of August 20, 2014, all of these stock options were vested. Ms. Harvey exercised her remaining ACS stock options in 2015. In connection with the Spin-Off, any ACS stock options held by an individual who will be an employee of Conduent as of the Spin-Off, or who is a former employee of the BPO Business, will be converted entirely into a stock option with respect to Conduent common stock, with adjustments intended to preserve the aggregate intrinsic value of the original ACS stock option.

Named Executive Officers with Unique Compensation Arrangements

Robert Zapfel

As part of Mr. Zapfel's new hire package in connection with his appointment as Corporate Executive Vice President, Xerox; President, Xerox Services in April 2014, if Mr. Zapfel's employment had been terminated by Xerox for any reason (other than for cause) during the first two years of employment, he would have received the equivalent of his annual base salary paid out over 12 months, subject to signing a release of claims and an agreement not to engage in detrimental activity. This special severance arrangement was scheduled to terminate on Mr. Zapfel's second anniversary of employment with Xerox (April 1, 2016); however, on March 25, 2016, the Xerox Compensation Committee extended the special severance arrangement until April 1, 2017.

Susan Watts

Ms. Watts' 2015 compensation was approved as part of her new hire package in November 2014. In order to replace certain equity and annual incentive compensation Ms. Watts would have received from her prior employer, her new hire compensation package included a cash sign-on award of $200,000 and a one-time grant of retention RSUs granted on January 1, 2015 with a value of $400,000 as of such date. The cash sign-on award was paid on April 30, 2015. Additionally, in accordance with the terms of her offer letter, Ms. Watts received a guaranteed payout of 50% of her short-term incentive target under the APIP for 2015 and was also party to a special severance arrangement whereby she would have received 12 months of her then current annual base salary in the event she had been terminated by Xerox for any reason other than cause during her first 12 months of employment, subject to signing a release of claims and agreement not to engage in detrimental activity.

Pension and Savings Plans

Pension Plans

Mr. Festa is eligible to receive Xerox pension benefits under the Xerox Corporation Retirement Income Guarantee Plan ("RIGP") and the Xerox Corporation Unfunded Retirement Income Guarantee Plan ("Unfunded RIGP"). These plans were frozen effective December 31, 2012; no benefits have been (or will be) accrued following that date. For information on the actuarial present value of the accumulated pension benefits for Mr. Festa, see the "Pension Benefits for the 2015 Fiscal Year" table. Following the Spin-Off, we do not intend to offer any defined benefit pension benefits to our employees, including our named executive officers.

U.S. Qualified Pension Plan

Retirement Income Guarantee Plan (frozen effective 12/31/12)

Mr. Festa participates in the tax-qualified pension plan on the same terms as the rest of Xerox's salaried employees. All participants, including Mr. Festa, are vested in their benefits under RIGP. Early retirement benefits under RIGP are available for employees who leave Xerox at age 55 or older and have at least ten years of service. Mr. Festa is eligible for early retirement. For those employees who retire early, the normal retirement benefits are reduced by 5% for each year that the payment commences prior to age 65 (or age 62 with at least 30 years of service). Participants can elect to receive RIGP payments as a lump sum or as an annuity. RIGP benefits are subject to IRS limits on the compensation that can be taken into account in a tax-qualified plan.

U.S. Non-Qualified Pension Plans

Unfunded Retirement Income Guarantee Plan (frozen effective 12/31/12)

Because the U.S. Internal Revenue Code limits the pension benefits (based on annual compensation) that can be accrued under a tax-qualified pension plan, Xerox established a non-tax qualified pension plan to provide executives, including Mr. Festa, with retirement benefits on their compensation above these limits. Other than not applying a limit on compensation, Unfunded RIGP benefits generally are determined under the same terms as the RIGP benefit, but Unfunded RIGP is payable only as an annuity.

Savings Plans

Xerox Corporation Savings Plan (401(k) Savings Plan)

Mr. Zapfel and Mr. Festa are eligible to participate in the 401(k) Savings Plan in the same manner as all other U.S. employees covered by the plan. These named executive officers are eligible for a 100% match on 3% of eligible pay saved on a before-tax basis, subject to IRS-qualified plan compensation limits and highly compensated threshold limits. They may not receive 401(k) Savings Plan benefits in excess of these limits. Mr. Zapfel and Mr. Festa elected to save in the 401(k) Savings Plan in 2015.

Xerox Corporation Supplemental Savings Plan

When future accruals under RIGP and Unfunded RIGP were frozen, Xerox introduced a non-qualified supplemental savings plan for eligible U.S. employees, effective January 1, 2013. In 2015, Mr. Zapfel and Mr. Festa were eligible to participate and Mr. Zapfel elected to save in the Xerox Supplemental Savings Plan. Under this plan, participants may defer 3% of eligible compensation in excess of the IRS limit. The supplemental savings plan provides a match equal to the amount deferred.

Xerox Services Savings Plans (401(k) Savings Plan)

Mr. Amoriell, Ms. Harvey and Ms. Watts are eligible to participate in the Xerox Services Savings Plan in the same manner as all U.S. Xerox Services employees. After one year of service, participants are eligible for a 100% match on 3% of eligible pay saved on a before-tax basis, subject to IRS-qualified plan compensation limits and highly compensated threshold limits and may not receive 401(k) benefits in excess of these limits. Mr. Amoriell, Ms. Harvey and Ms. Watts elected to save in the Xerox Services Savings Plan in 2015 and Mr. Amoriell and Ms. Harvey received a company matching contribution, but Ms. Watts was not eligible for a company contribution, since she had less than one year of service.

Xerox Services Supplemental Savings Plan

In 2015, under the Xerox Services Supplemental Savings Plan, “highly compensated employees” (as defined under the Employee Retirement Income Security Act (“ERISA”)), including Mr. Amoriell and Ms. Harvey, were eligible to defer up to 85% of their base salary, bonus and commissions. Xerox Services may make discretionary employer contributions for plan participants, as approved by the Senior Vice President, Chief Human Resources Officer. In 2015, Mr. Amoriell and Ms. Harvey elected to save in the Xerox Services Supplemental Savings Plan. Ms. Watts did not participate in the Xerox Services Supplemental Savings Plan in 2015, since she commenced employment after the enrollment eligibility period.

Perquisites and Personal Benefits

General Benefits

Xerox generally maintains medical and dental coverage, life insurance, accidental death insurance and disability benefits programs or plans for all of its employees, as well as customary vacation, leave of absence and other similar policies. Our named executive officers are all eligible to participate in these programs and plans on the same basis as all other salaried employees, except as otherwise disclosed. We expect that similar compensation and benefits programs will generally be made available to our named executive officers following the Spin-Off, although specific programs have not yet been adopted.

Life Insurance

Xerox provides the Xerox Universal Life Plan to eligible U.S. executives, including Mr. Zapfel and Mr. Festa. Executives who were not in the previous life insurance plan, including Mr. Zapfel and Mr. Festa, receive a benefit equal to three times base salary. U.S. executives are the sole owners of their policies and are responsible for any taxes due as a result of Xerox contributions.

Perquisites

Xerox periodically reviews the perquisites that named executive officers receive. The Xerox Compensation Committee believes its policies regarding perquisites are conservative compared to other companies. Xerox does not pay tax gross-ups in connection with perquisites. We expect that similar perquisites will generally be made available to our named executive officers following the Spin-Off, although specific policies have not yet been adopted. In addition, any such policies that are adopted prior to the Spin-Off will be subject to change by our Compensation Committee once it is established.

All named executive officers receive financial planning assistance paid by Xerox. Solid financial planning by experts reduces the amount of time and attention that named executive officers devote to their finances and maximizes the value of their compensation. The named executives are allowed personal use of Xerox aircraft on a very limited basis, subject to approval of the Xerox CEO or Xerox CFO.

The total costs to Xerox for providing perquisites and personal benefits to the named executive officers during 2015 are shown in the "Summary Compensation Table."

Change-in-Control Benefits

All of our named executive officers have change-in-control severance agreements. Xerox considers these agreements to be in the best interests of Xerox's shareholders because they foster the continuous employment and dedication of key management personnel without potential distraction or personal concern if Xerox were to be acquired by another company. These agreements create appropriate incentives for the named executive officers to facilitate a smooth transition in the best interests of Xerox and shareholders by continuing to perform in their roles pending a potential change in control. The Xerox Compensation Committee periodically reviews change-in-control severance payment amounts against benchmark data to ensure that amounts are consistent with market practices.

The change-in-control severance agreements with our named executive officers provide:

- A lump sum cash payment equal to twice the sum of executive's then-current annual base salary and short-term incentive award target.
- Continuation of specified welfare benefits at active employee rates for a period of 24 months.

Severance payments following a change in control are not conditioned on non-compete or non-solicitation obligations or other negative covenants.

Other change-in-control benefit plan provisions include:

- Accelerated vesting of stock awards only upon an involuntary termination of employment (other than a termination for cause) or a voluntary termination for good reason (commonly described as "double-trigger" vesting).

- Immediate vesting in the present value of the accrued non-qualified U.S. pension plan benefits as of the date of the change in control. Participants are entitled to receive these benefits without regard to the plan's normal requirements for remaining employed by Xerox until a stated age and number of years of service. If the change in control conforms with applicable tax regulations regarding deferred compensation, participants are entitled to an immediate single-sum payment of the benefit. If the change in control does not conform with applicable tax regulations, participants are entitled to payments in accordance with the schedule normally provided by the plan. The Xerox Compensation Committee views this accelerated vesting upon a change in control, and accelerated payment upon a conforming change in control, as appropriate to protect the pension benefit earned by the named executive officer at Xerox.

Xerox does not provide excise tax reimbursement on severance payments.

Additional information and the amount of the estimated payments and benefits payable to the named executive officers assuming a change in control of Xerox and a qualifying termination of employment is presented in the "Potential Payments Upon Termination or Change in Control" table.

The Spin-Off will not constitute a change in control for purposes of our named executive officers' change-in-control severance agreements.

Employment and Separation

Xerox's named executive officers (including Mr. Zapfel) serve at the will of the Board. This enables the Board to remove a named executive officer whenever it is in the best interests of Xerox, with full discretion of the Xerox Compensation Committee to decide on an appropriate severance package. When a named executive officer is removed from his or her position, the Xerox Compensation Committee exercises its business judgment in considering whether to approve a severance arrangement in light of all relevant circumstances, including how long the officer was with Xerox, past accomplishments and the reasons for separation.

Xerox's severance policy in the United States generally provides severance for management-level salaried employees, including Mr. Zapfel and Mr. Festa, who are separated from Xerox involuntarily, only if the individual signs a release of claims against Xerox. For separations due to a reduction in force, the amount of severance provided by the policy is the greater of 26 weeks of base pay or the number of weeks of base pay identified in the severance schedule based on years of service. This amount is paid out over the severance period, with continued benefits (excluding disability, 401(k) and supplemental savings contributions). For Mr. Zapfel and Mr. Festa, for involuntary separations other than a reduction in force or for cause, severance payments generally would be equal to three months of base pay, paid as a lump sum. Named executive officer separation agreements include a covenant not to engage in activity that is detrimental to Xerox. As described in the section entitled "Named Executive Officers with Unique Compensation Arrangements," Mr. Zapfel is eligible to receive enhanced severance under a special severance arrangement until April 1, 2017.

Ms. Watts , Mr. Amoriell and Ms. Harvey are entitled to the same severance benefits as other Xerox Services senior-level salaried employees in the United States. For separations due to a reduction in force, the amount of severance provided by the policy is a maximum of 26 weeks of base pay, paid out over the severance period, with continued full benefits (excluding disability, 401(k) and supplemental savings contributions), only if the individual signs a release of claims against Xerox. Mr. Amoriell and Ms. Harvey would be entitled to the Xerox severance benefits described above in the event they are involuntarily separated by a reduction in force or otherwise, instead of the Xerox Services severance benefits, if Xerox were to enforce his or her non-compete and non-solicitation agreement. For further information, see the "Potential Payments Upon Termination or Change in Control" table.

Other Features of Xerox's Executive Compensation Program

Ownership Requirements

Xerox requires its executives (including our named executive officers) to build and maintain a meaningful level of stock ownership by owning equity equal (including both shares and equity awards as described below) in value to three times base salary for Mr. Zapfel and two times base salary for our other named executive officers. To that end, E-LTIP awards are subject to a mandatory holding requirement. Named executive officers must retain at least 50% of the shares acquired through the vesting of their E-LTIP awards, net of taxes, until they achieve their required level of ownership. Once achieved, named executive officers must continue to hold that amount of stock as long as they remain with Xerox and they remain subject to a holding requirement following separation from employment (including retirement) for three months. The holding requirement following separation from employment essentially restricts our named executive officers from selling these shares prior to one earnings announcement. For six months following separation, our named executive officers may only sell shares during a "window period" (as defined below under Trading, Hedging and Pledging). The Xerox CEO has the authority to permit discretionary hardship exceptions from the ownership and holding requirements to enable participants with financial need to access their vested shares, but no such exceptions have ever been requested.

Shares that count towards ownership requirements include shares owned outright (whether or not held in street name), shares held in an ESOP account, earned performance shares, outstanding RSUs and 401(k) savings invested in the Xerox Stock Fund. Unearned performance shares and vested (but unexercised) stock options do not count towards ownership requirements.

Following the Spin-Off, our Board will review the stock ownership guidelines that will apply to, among others, our named executive officers, in order to ensure they build and maintain a meaningful level of stock ownership.

Trading, Hedging and Pledging

Our named executive officers are prohibited from engaging in short-swing trading and trading in puts and calls with respect to Xerox stock. In addition, our named executive officers are prohibited from using any strategies or products to hedge against potential changes in the value of Xerox stock.

Under Xerox's insider trading policy, our named executive officers may purchase or sell Xerox securities only during "window" periods, which are generally ten business day periods that begin on the third business day following the date of each quarterly earnings announcement. The only exception to this restriction is for our named executive officers who have entered into trading plans pursuant to SEC Rule 10b5-1.

As a result, our named executive officers are effectively precluded from pledging Xerox stock as collateral, including holding Xerox stock in a margin account, since their stock can only be sold during "window" periods and trading plans pursuant to SEC Rule 10b5-1, and therefore is not available to be sold at any time. Following the Spin-Off, we expect to implement similar guidelines that will be applicable to our named executive officers.

Compensation Recovery Policy (Clawbacks)

Except for Ms. Watts and Ms. Harvey and Mr. Amoriell, who are subject to the Xerox Services severance policy, each of our named executive officers' separation agreements (described above) include a provision that rescinds severance payments if an executive engages in activity that is detrimental to Xerox. In addition, the following plans provide for compensation recovery.

Under the Xerox 2004 Performance Incentive Plan, if the Xerox Compensation Committee deems a Xerox named executive officer to have engaged in activity that is detrimental to Xerox, it may cancel any awards granted to that individual. In addition, if such a determination is made before any change in control of Xerox, the

Xerox Compensation Committee may rescind any payment or delivery of any equity, and for Mr. Zapfel, annual cash incentive award that occurred from six months before the detrimental activity. For this purpose, detrimental activity may include a violation of a non-compete agreement with Xerox, disclosing confidential information (except for reporting and other communications protected by "whistleblower" provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act), soliciting an employee to terminate employment with Xerox, or soliciting a customer to reduce its level of business with Xerox. If a payment or award is rescinded, the named executive officer will be expected to pay Xerox the amount of any gain realized or payment received in a manner the Xerox Compensation Committee or its delegate requires.

Xerox's stock award agreements include a clawback provision that applies if an accounting restatement is required to correct any material non-compliance with financial reporting requirements. Under this provision, Xerox can recover, for the three prior years, any excess incentive-based compensation (the excess over what would have been paid under the accounting restatement) from executive officers or former executive officers. For Mr. Zapfel, clawback provisions also apply to awards under the Short-Term Incentive Pool.

Under the Unfunded RIGP, an employee or former employee, including a named executive officer, or a surviving beneficiary of a participant, who, prior to a change in control of Xerox, engages in activity that is detrimental to Xerox, may not be eligible to receive benefits, as determined by the Plan Administrator. Under the Xerox Corporation Supplemental Savings Plan, if a participant, including a named executive officer, is found to have engaged in detrimental activity, the Plan Administrator may reduce or delete the matching contribution account balance and not pay such amounts to that individual.

Following the Spin-Off, we expect to implement a similar compensation recovery policy that will be applicable to our named executive officers.

Conduent's Anticipated Executive Compensation Programs

Overview

As described above, our Compensation Committee will not be established until the completion of the Spin-Off and therefore has not established a specific set of objectives or principles for our compensation programs following the Spin-Off. The executive compensation programs in place at the time of the Spin-Off will be those established by Xerox on our behalf. Following the Spin-Off, our Compensation Committee will review each of the elements of our compensation programs.

Conduent Chief Executive Officer Offer Letter

In June 2016, Mr. Vemuri and Xerox entered into a letter agreement which provides that Mr. Vemuri will become Chief Executive Officer of Xerox Business Services LLC effective July 1, 2016 and Chief Executive Officer of Conduent following the Spin-Off. Under the terms of the offer letter, Mr. Vemuri will receive an annual base salary of $1,000,000 and will have an annual target incentive opportunity of 150% of annual base salary. For 2016, 40% of Mr. Vemuri's prorated annual incentive award will be based on separation metrics and 60% will be based on overall results. Mr. Vemuri will also be granted long-term incentive compensation awards with a target value equal to $2,500,000, consisting of 50% performance shares and 50% RSUs. Mr. Vemuri's 2017 annual long-term incentive award will have a target value equal to $5,000,000, and the type of award will be determined by our Compensation Committee or our Board. The offer letter also provides that Mr. Vemuri will receive a $500,000 cash sign-on bonus payable no later than 15 days following his start date.

If, prior to the first anniversary of Mr. Vemuri's start date, he voluntarily terminates employment for "Good Reason" (as defined in the offer letter) or is terminated by Xerox or Conduent other than for "Cause" (as defined in his equity award agreement), then he will be entitled to salary continuation paid over 12 months equal to his annual base salary. If he incurs such a termination after the first anniversary of his start date, he will be entitled to severance equal to six months' salary or, if greater, the amount he is entitled to under the applicable Conduent severance policy at such time.

The offer letter also provides that Mr. Vemuri will be party to Xerox's customary form of change in control severance agreement, with terms that are substantially similar to those described in "Change-in-Control Benefits". In connection with the offer letter, Mr. Vemuri has agreed to be bound by non-competition and non-solicitation restrictive covenants during the period of his employment and for 12 months following termination of employment. All compensation under the offer letter is subject to Xerox's standard clawback provisions (including detrimental activity).

Compensation and Benefits of Conduent's Other Executive Officers

In September 2016, each of Mr. Chu, Mr. Koury and Mr. Webb-Walsh have entered into a letter agreement with Xerox to provide that they would become, respectively, our Chief Accounting Officer, Chief Human Resources Officer, and Senior Vice President and Chief Financial Officer, effective upon the completion of the Spin-Off. In addition, in July 2016, Mr. Peffer entered into a letter agreement with Xerox, and became Vice President, General Counsel and Secretary of Xerox effective August 5, 2016. It is expected that Conduent will assume Mr. Peffer's agreement upon the completion of the Spin-Off and that he would become our Vice President, General Counsel and Secretary.

Under the terms of the applicable agreement, the executives will receive the following starting salaries and annual target incentive opportunities as a percentage of base salary: Mr. Chu, $275,000 and 60%; Mr. Koury, $500,000 and 75%; Mr. Peffer, $500,000 and 75%; and Mr. Webb-Walsh, $450,000 and 75%. During the 2017 annual long-term incentive grant cycle, Mr. Chu, Mr. Koury, and Mr. Webb-Walsh will receive long-term incentive awards with target values of $300,000, $825,000 and $975,000, respectively. In addition, pursuant to the terms of their letter agreements, Mr. Peffer received a special one-time Xerox restricted stock unit award with a grant date value of $300,000 on August 1, 2016 and Mr. Webb-Walsh received a special one-time Xerox restricted stock unit award grant with a grant date value $250,000 on October 1, 2016. Under the terms of his letter agreement, Mr. Koury will receive a one-time Conduent restricted stock unit award with a grant date value of $600,000 as soon as practicable in the first quarter following the completion of the Spin-Off, subject to a three-year vesting schedule. In addition, Mr. Koury is eligible to receive a cash sign-on award of $500,000, $250,000 of which will be paid within 30 days of his start date (which is October 11, 2016) and $250,000 of which will be paid no later than 30 days after the one-year anniversary of his start date, subject to his active employment with Xerox Services/Conduent on such dates. If, prior to the first anniversary of Mr. Koury's start date, he voluntarily terminates employment or is terminated by Xerox Services or Conduent "for cause" (as defined in his letter agreement), then he will be required to repay the entire net amount of his cash sign-on award to Xerox Services/Conduent at such time. If, prior to the first anniversary of Mr. Koury's start date, he is terminated by Xerox Services or Conduent other than "for cause", then he will be entitled to severance equal to 12 months of his annual base salary, paid in accordance with regularly scheduled payroll. Following the first anniversary of Mr. Koury's start date, he will be entitled to the severance provided under the applicable Conduent severance policy at such time.

Conduent Incorporated Performance Incentive Plan

We intend to adopt the Conduent Incorporated Performance Incentive Plan, which we refer to as the "Performance Incentive Plan." The following is a summary of the principal terms of the Performance Incentive Plan, which is qualified in its entirety by reference to the full text of the plan, which is filed as an exhibit to the Registration Statement on Form 10 of which this Information Statement is a part.

Purpose, Eligibility, Administration and Awards

The purpose of the Performance Incentive Plan is to advance the interests of Conduent and to increase shareholder value by providing its officers and employees with a proprietary interest in the growth and performance of Conduent and with incentives for current or future service with Conduent. The Performance Incentive Plan will be administered by our Compensation Committee, which we refer to as the "Committee". The Committee has the full and exclusive power to, among other things, interpret, construe and implement the Performance Incentive Plan and any rules, regulations, guidelines or agreements adopted thereunder and to adopt such rules, regulations and guidelines for carrying out the Performance Incentive Plan as it may deem necessary or proper. The Performance Incentive Plan authorizes the Committee to determine the types of awards granted to each participant, including stock options (including both non-qualified stock options and incentive stock options (or "ISOs")), stock appreciation rights (or "SARs"), stock awards (including restricted stock awards, restricted stock unit awards and performance-based stock awards) and cash awards.

Number of Authorized Shares

The Performance Incentive Plan will contain certain limitations on the number and type of awards that may be granted, including:

(i) a limit on the total number of shares of Conduent common stock authorized and available for awards under the Performance Incentive Plan, which will be approximately equal to 9.6% of the Conduent shares outstanding as of the Spin-Off plus an estimate of the shares available for issuance with respect to the Conduent equity-based awards into which the Xerox equity-based awards will be converted in connection with the Spin-Off ("Assumed Xerox Awards");

(ii) a limit on the total number of shares of Conduent common stock which may be subject to ISOs granted under the Performance Incentive Plan; and

(iii) with respect to awards granted to any single participant under the Performance Incentive Plan during any fiscal year that are intended to qualify as performance-based compensation under Section 162(m) of the Code will be subject to the following limitations: (a) a maximum limit on the aggregate number of shares of Conduent common stock that may be subject to stock options or SARs; (b) a maximum limit on the aggregate number of shares of Conduent common stock that may be subject to restricted stock awards, restricted stock unit awards, performance-based stock awards or other stock awards; and (c) a maximum limit on the aggregate dollar amount that may be payable in settlement of performance-based cash awards, assuming a maximum payout, to any participant (including dividend equivalents payable in cash based upon attainment of specific performance goals).

The Performance Incentive Plan provides for appropriate adjustments in the number of shares available in the event of a change in capitalization, including a stock dividend or other extraordinary distribution, stock split, reverse stock split, split-up or spin-off, recapitalization, reorganization, exchange of shares, liquidation, combination or other change in corporate structure affecting shares of Conduent common stock. The Assumed Xerox Awards will be subject to the Performance Incentive Plan's total share limit.

Each share of common stock with respect to which a stock-settled award is granted under the Performance Incentive Plan will reduce the plan share limit by one share.

No shares will be deducted from the number of shares available for issuance under the Performance Incentive Plan by reason of such award in the event that any award is paid solely in cash or some form other than shares. Shares of Conduent common stock subject to awards that are cancelled, forfeited, or lapsed will again be available for issuance under the Performance Incentive Plan. In addition, such shares that are withheld to pay taxes on any awards or tendered to exercise stock options granted under the Performance Incentive Plan will again be available for issuance under the Performance Incentive Plan.

Performance Goals

Certain awards granted under the Performance Incentive Plan may be based on the attainment of performance goals as established by the Committee. If such awards are intended to qualify as performance-based compensation under Section 162(m) of the Code, such awards will be made within the time period required under

Section 162(m) of the Code for the establishment of performance goals and shall specify, among other things, the applicable performance period, criteria and targets. Any performance goal established for awards intended to qualify as performance-based compensation under Section 162(m) of the Code may be used to measure performance of Conduent as a whole or of any subsidiary, division, segment or other business unit or may be based on a relative measure compared to the performance of a group of other comparable companies, a published or special index, or other external measure, or any combination of such measures, as the Committee may determine. Such performance goals may be adjusted to reduce or eliminate the amount of compensation otherwise payable upon attainment of the performance goals or may be adjusted for any unusual, infrequent or nonrecurring corporate item, transaction, event or development.

The performance goals applicable to any award that is intended to qualify as performance-based compensation under Section 162(m) of the Code will be based on one or more of the following criteria:

1. earnings per share;
2. cash flow;
3. cost reduction;
4. days sales outstanding;
5. cash conversion cycle;
6. cash management (including, without limitation, accounts receivable, inventory and/or capital expenditures);
7. total shareholder return;
8. return on shareholders' equity;
9. return on invested capital;
10. economic value added measures;
11. return on assets;
12. pre-or post-currency revenue;
13. pre-or post-currency performance profit;
14. profit before tax;
15. profit after tax;
16. operating profit;
17. operating margin;
18. stock price;
19. return on sales;
20. earnings before interest, taxes, depreciation and/or amortization ("EBITDA");
21. EBITDA margin; and
22. earnings after interest, taxes, depreciation and/or amortization

Stock Option and SAR Awards

Any participant may receive one or more stock option or SAR awards, as the Committee will from time to time determine. Any stock option may be granted as an ISO, provided that such stock option complies with applicable provisions of the Code at the time of grant. Every stock option or SAR will provide for a fixed expiration date of not later than ten years from the date of grant. Under no circumstances may stock option awards be granted which provide by their terms for the automatic award of additional stock options upon exercise, including "reload options".

The exercise price of Conduent common stock issued pursuant to each stock option or SAR may in no event be less than 100% of the fair market value of the Conduent common stock on the date such award is granted, subject to adjustment upon changes in capitalization. The Committee may provide for stock options to be exercisable in whole or in part.

Except as otherwise provided in the Performance Incentive Plan, the exercise price for the Conduent common stock subject to a stock option must be paid in full when the stock option is exercised. Subject to such rules as the Committee may impose, the exercise price may be paid in whole or in part in cash or as provided by the Committee at the time of grant or in the applicable award agreement, including tendering (either constructively or by attestation) shares of Conduent common stock, surrendering a stock or cash award, or any combination of such methods of payment.

A SAR will entitle the holder to the right to receive a payment, in cash or shares of Conduent common stock (or a combination of cash or such shares), as determined by the Committee, equal to the excess of (i) the market value of a specified number of shares of Conduent common stock at the time the SAR is exercised over (ii) the fair market value of such shares on the effective date of grant of the SAR as set forth in the applicable award agreement.

Stock Awards

Any participant may receive one or more stock awards, as the Committee will from time to time determine. A stock award is an award made in stock or denominated in units of stock. All or part of any stock award may be subject to conditions established by the Committee, which will be set forth in the applicable award agreement, and may include continuous service with Conduent or achievement of specific performance goals.

Cash Awards

Any participant may receive one or more cash incentive awards, as the Committee may from time to time determine. A cash award may be in the form of an annual incentive award subject to specific performance periods determined by the Committee and will specify the minimum, target and maximum amounts of awards for the applicable performance period. A cash award may also be in the form of a long-term award denominated in cash subject to restrictions and conditions as may be established by the Committee and as set forth in the applicable award agreement, including continuous service with Conduent or achievement of specific performance goals.

Claw-Back in the Event of Accounting Restatement

If an accounting restatement is required to correct any material non-compliance with financial reporting requirements under relevant securities laws, Conduent may recover any excess incentive-based compensation from executive officers or former executive officers (in excess of what would have been paid under the accounting restatement), including entitlement to shares of Conduent common stock, that was based on such erroneous data and paid during the three-year period preceding the date on which Conduent is required to prepare the accounting restatement. Conduent may implement any policy or take any action with respect to the recovery of excess incentive-based compensation, including entitlement to shares of Conduent common stock, that Conduent determines to be necessary or advisable in order to comply with the requirements of the Dodd-Frank Wall Street Financial Reform and Consumer Protection Act.

Change in Control

Unless the award agreement specifies otherwise, all awards outstanding at the time of a change in control will become fully vested in the event the participant's employment or service is terminated by Conduent without cause or by the participant for good reason (each as defined in the Performance Incentive Plan or award agreement, and which we refer to as a "qualifying termination") following the change in control. All awards other than stock options and SARs that are outstanding at the time of a change in control will be paid in cash, based on the highest price paid for a share of Conduent common stock in the transaction giving rise to the change in control, upon the original vesting date of the award (or, in the case of a change in control that conforms to the requirements of Section 409A of the Code, upon a qualifying termination that occurs within two years following the change in control, if earlier). In the event of a change in control, the Committee may permit or require unvested SARs and stock options to be early exercised for restricted shares of Conduent common stock.

For purposes of the Performance Incentive Plan, a change in control is generally defined to mean (i) any person acquires securities of Conduent (other than directly from Conduent or its affiliates) representing 50% or more of the combined voting power of Conduent, (ii) at any time during a period of two consecutive years, individuals who at the beginning of such period constituted the board of directors of Conduent cease for any reason to constitute a majority of the board, unless new directors were approved by a vote of at least two-thirds of the incumbent directors, (iii) the consummation of a merger or consolidation of Conduent in which individuals constituting the board of directors immediately preceding the transaction do not continue to constitute a majority of the board immediately following the transaction and which is not effected to implement a recapitalization (or similar transaction), (iv) the shareholders approve a plan of complete liquidation or dissolution of Conduent, or a sale or disposition of all or substantially all of Conduent's assets in which immediately thereafter the shareholders of Conduent own less than 50% of the combined voting power of the purchasing entity.

No Re-Pricing

The Performance Incentive Plan prohibits the "re-pricing" of options or SARs without shareholder approval. That is, except for adjustments made to changes in capitalization or in the event of any extraordinary distribution, the Committee will not, without the further approval of our shareholders, (i) lower the exercise price per share of a stock option or SAR, (ii) cancel a stock option or SAR when the exercise price per share of Conduent common stock exceeds the fair market value in exchange for cash or another award (other than in connection with a change in control), or (iii) take any other action with respect to a stock option or SAR that would be treated as a repricing under the rules and regulations of the national securities exchange on which Conduent common stock is listed. In addition, Conduent may not repurchase a stock option or SAR (in cash, substitutions, cash buyouts or otherwise) from an award holder if the current fair market value of the shares of Conduent common stock underlying the stock option or SAR is lower than the applicable exercise price per share.

Forfeiture

The Committee has the full and exclusive authority to determine whether, to what extent and under what circumstances awards may be cancelled, forfeited or suspended.

Amendment and Termination

Subject to the requirements of Section 162(m) of the Code and any shareholder approval that may be required by law or the rules of the national securities exchange on which Conduent common stock is listed, the board of directors or the Committee may modify, amend or suspend, or the board of directors may terminate, the Performance Incentive Plan in whole or in part and at any time. No awards may be granted under the Performance Incentive Plan following the tenth anniversary of the effective date of the Performance Incentive Plan or, if earlier, the date the Performance Incentive Plan is terminated by our board of directors.

Certain Tax Implications of Executive Compensation

Section 162(m) of the Internal Revenue Code limits to $1 million per year the federal income tax deduction available to public corporations for compensation paid for any fiscal year to the corporation's CEO and certain other named executive officers at year end (but not the CFO) included in the "Summary Compensation Table" in the corporation's proxy statement. This limitation does not apply to qualifying "performance-based compensation."

Xerox's shareholder-approved 2004 Performance Incentive Plan permits the Xerox Compensation Committee to grant awards that are intended to satisfy the requirements for deductibility of compensation under Section 162(m).

While Xerox may seek to have compensation paid to its top officers qualify as tax deductible under Section 162(m), the Xerox Compensation Committee also retains the flexibility to make awards it believes are consistent with the objectives of its compensation programs, as discussed in this CD&A, even if the award may not be deductible by Xerox under Section 162(m). Any short-term incentive that the Xerox Compensation Committee believes would not qualify under Section 162(m) will be paid outside of the Xerox 2004 Performance Incentive Plan. Section 162(m) also imposes a number of requirements that must be met for awards to qualify for deduction under the Internal Revenue Code. Accordingly, there can be no assurance that performance-based awards will be fully deductible under all circumstances. Following the Spin-Off, our Compensation Committee will consider the implications of Section 162(m) when designing and implementing its compensation programs, but will maintain flexibility to design programs that it believes are in the best interests of Conduent and its stockholders and consistent with the objectives of our executive compensation programs, including the flexibility to authorize payments that might not be deductible.

Summary Compensation Table

The Summary Compensation Table below provides compensation information for our principal executive officer, our principal financial officer and the next three most highly compensated executive officers who served during the fiscal year ended December 31, 2015 (collectively referred to as named executive officers). The table includes the dollar value of base salary earned, bonus, stock awards, option awards, non-equity incentive plan compensation earned, change in pension value and above-market non-qualified deferred compensation ("NQDC") earnings, if any, and all other compensation, whether paid or deferred. Unless otherwise stated, the compensation tables included in this section reflect amounts paid or payable or awards granted to our named executive officers by Xerox under Xerox's compensation plans and programs during 2015.

For a summary of the Xerox Compensation Committee's or Xerox CEO's decisions on the compensation awarded to our named executive officers for 2015, please refer to the "Compensation Discussion and Analysis."

Name & Principal Position	Year	Salary ($)(A)	Bonus ($)(B)	Stock Awards ($)(C)	Option Awards ($)(D)	Non-Equity Incentive Plan Compensation ($)(E)	Change in Pension Value and NQDC Earnings ($)(F)	All Other Compensation ($)(G)	Total ($)
Robert K. Zapfel Corporate Executive Vice President, Xerox; President, Xerox Services	2015	800,000	—	3,400,010	—	288,000	—	62,036	4,550,046
Michael R. Festa Corporate Vice President, Xerox; CFO, Xerox Services	2015	415,000	19,332	600,002	—	65,363	—	11,964	1,111,661
Susan A. Watts Corporate VP, Xerox; COO, Global Capabilities Business Group, Xerox Services	2015	600,000	330,500	1,150,016	—	94,500	—	159	2,175,175
David A. Amoriell Corporate VP, Xerox; COO, Public Sector Business Group, Xerox Services	2015	525,000	553,986	800,007	—	109,295	—	22,832	2,011,120
Connie L. Harvey Corporate VP, Xerox; COO, Healthcare Business Group, Xerox Services	2015	525,000	553,986	600,002	—	82,688	—	18,088	1,779,764

Compensation reported in this table is in U.S. dollars and rounded to the nearest dollar.

(A) Amounts shown represent base salary paid in 2015.

(B) Unless otherwise indicated, the Annual Performance Incentive Plan (APIP) awards appear as "Non-Equity Incentive Plan Compensation" in column (E). For Ms. Watts, the amount shown in column (B) represents (i) the $200,000 cash sign-on award approved by the Xerox CEO to replace certain equity and annual incentive compensation that she would have received from her previous employer and (ii) 29% of her short-term incentive target ($130,500) under the APIP, equal to the difference between the guaranteed payout of 50% of her APIP target ($225,000), in accordance with the terms of her offer letter entered into in connection with her hiring in November 2014, and the performance-based payout of 21% of her APIP target ($94,500). For more information about this payment, see the "Named Executive Officers with Unique Compensation Arrangements" section of the CD&A. Additionally, for Mr. Amoriell and Ms. Harvey, amounts in this column include a cash retention bonus of $525,000 each for Mr. Amoriell and Ms. Harvey granted in 2012 and vested in 2015 based on continued service with Xerox through April 1, 2015.

In addition, amounts shown in this column for Mr. Festa, Mr. Amoriell ($28,986) and Ms. Harvey ($28,986) represent a lump sum cash payment to participants in the 2012 E-LTIP resulting from the sale of our ITO business, as described in the CD&A under "2015 Compensation Decision – ITO Business as Discontinued Operation."

(C) Included in this column are the aggregate grant date fair values of equity awards made to our named executive officers in fiscal year 2015 as computed in accordance with FASB ASC Topic 718. For E-LTIP performance shares, the amounts are based on the target outcome of the performance conditions as of the grant date. These amounts reflect an estimate of the grant date fair value and may not be equivalent to the actual value recognized by the named executive officer.

Three-year performance share awards under the 2015 E-LTIP were granted on July 1, 2015 as follows: Mr. Zapfel – $3,400,010; Mr. Festa – $600,002; Ms. Watts – $750,003; Mr. Amoriell – $800,007 and Ms. Harvey – $600,002. The grant date value of these awards if paid at maximum performance is as follows: Mr. Zapfel – $6,800,020 Mr. Festa – $1,200,004; Ms. Watts – $1,500,006; Mr. Amoriell – $1,600,014 and Ms. Harvey – $1,200,004 . Also included in this column is the grant date fair value of a sign-on retention RSU award granted to Ms. Watts–$400,013, on January 1, 2015 as part of her new hire package.

(D) There have been no stock options granted by Xerox since 2004.

(E) The Non-Equity Incentive Plan payment for Mr. Zapfel under the 2015 APIP, based on 2015 performance, was approved by the Xerox Compensation Committee in February 2016. The payments under the APIP for the other named executive officers were approved by the Xerox CEO. Actual 2015 full-year payments were made at 36% of target to Mr. Zapfel, 21% of target to Mr. Festa; 28% of target for Mr. Amoriell and 21% of target for Ms. Harvey. For Ms. Watts, this column includes the performance-based portion of her 2016 APIP payment equal to 21% of target. For more information, see the "2015 Performance for Short-Term Incentive Award Payouts" section in the CD&A.

(F) Mr. Festa is the only named executive officer eligible to receive Xerox pension benefits. There was no increase in the present value of the benefits during 2015. The change in the present value of the accrued pension benefits is impacted by an additional year of age, and by changes in the discount rate and mortality assumptions used in the present value calculation. Since all Xerox U.S. pension plans were frozen as of December 31, 2012, there is no impact of additional service or compensation. The present value is computed using the FASB ASC Topic 715 assumptions in effect on December 31, 2015. These assumptions include a discount rate of 4.25% for RIGP and 4.35% for Unfunded RIGP as of December 31, 2015. Due to an increase in the discount rate, the present value of the pension benefits for Mr. Festa has declined from December 31, 2014 to December 31, 2015. Although he is one year closer to assumed retirement, the increase in the discount rates has a more significant impact and, as a result, the present values declined by $42,433 for Mr. Festa. For more information, see the U.S. Pension Plans section under the "Pension Benefits For the 2015 Fiscal Year" table.

Mr. Zapfel participated in the Xerox Supplemental Savings Plan and Ms. Watts, Mr. Amoriell and Ms. Harvey participated in the Xerox Services Supplemental Savings Plan in 2015. No above-market earnings are credited under either plan.

(G) The table below provides additional data on the amounts included under the "All Other Compensation" column.

Name	Year	Life Insurance Premiums Paid by Registrant($)	Tax Related Reimbursements($)(1)	401(k) and SSP Company Match($)(2)	Miscellaneous($)(3)	Total All Other Compensation($)
R. K. Zapfel	2015	12,231	3,243	40,200	6,362	62,036
M. R. Festa	2015	3,855	—	7,950	159	11,964
S. A. Watts	2015	—	—	—	159	159
D. A. Amoriell	2015	—	7,456	7,950	7,426	22,832
C. L. Harvey	2015	—	5,037	7,950	5,101	18,088

(1) The 2015 tax-related reimbursements for Mr. Zapfel, Mr. Amoriell and Ms. Harvey were related to a business recognition event attended by their spouses and where spouses or guests of participants were invited by Xerox to attend.

(2) In addition to the company matches paid by Xerox under the 401(k) savings plans, this column includes the company match paid by Xerox under the non-qualified supplemental savings plan for Mr. Zapfel ($32,250).

(3) Amounts in this column include the cost of meals, lodging, entertainment and airfare for Mr. Zapfel ($6,203), Mr. Amoriell ($7,267) and for Ms. Harvey ($4,942) and their spouses for a business recognition event where spouses or guests of participants were invited by Xerox to attend. Also included in this column are other incidental benefits of de minimis value.

For further information on the components of the executive compensation program, see the CD&A.

Grants of Plan-Based Awards in 2015

The following table provides additional detail for each of the named executive officers on potential amounts payable under APIP and E-LTIP as presented in the "Summary Compensation Table." Threshold, target and maximum award opportunities are provided.

				Estimated Future Payout Under Non-Equity Incentive Awards(B)			Estimated Future Payout Under Equity Incentive Awards(C)				
Name	Award	Grant Date (A)	Date of Action (A)	Threshold ($)	Target ($)	Maximum ($)	Threshold (#)	Target (#)	Maximum (#)	All Other Stock Awards: Number of Shares or Stock Units (#)(D)	Grant Date Fair Value of Stock Awards ($)(E)
Robert K. Zapfel	2015 APIP			80,000	800,000	1,600,000	—	—	—	—	—
	2015 E-LTIP	7/1/15	2/18/15	—	—	—	31,835	318,353	636,706	—	3,400,010
Michael R. Festa	2015 APIP			7,781	311,250	622,500	—	—	—	—	—
	2015 E-LTIP	7/1/15	2/13/15	—	—	—	5,618	56,180	112,360	—	600,002
Susan A. Watts	2015 APIP			not applicable	450,000	900,000	—	—	—	—	—
	2015 E-LTIP	7/1/15	2/13/15				7,023	70,225	140,450	—	750,003
	RSU Retention	1/1/15	12/17/14	—	—	—	—	—	—	28,861	400,013
David A. Amoriell	2015 APIP			9,844	393,750	787,500	—	—	—	—	—
	2015 E-LTIP	7/1/15	2/13/15	—	—	—	7,491	74,907	149,814	—	800,007
Connie L. Harvey	2015 APIP			9,844	393,750	787,500	—	—	—	—	—
	2015 E-LTIP	7/1/15	2/13/15	—	—	—	5,618	56,180	112,360	—	600,002

(A) The "Grant Date" is the effective date of the E-LTIP stock awards. The "Date of Action" is the date on which the values of the awards are approved by the Xerox Compensation Committee or the CEO.

(B) These columns reflect the threshold, target and maximum payout opportunities for Xerox Corporate performance measures under the 2015 APIP set by the Xerox Compensation Committee on February 18, 2015. On February 13, 2015, the Xerox CEO set threshold, target and maximum payout opportunities for the business unit performance measures. The actual APIP payout, which was based on 2015 performance and paid in April 2016, is presented in the "Summary Compensation Table" in column (E). The Xerox Corporate APIP measures and weightings for 2015 were adjusted earnings per share – 50%; revenue growth (at constant currency) – 30%; and operating cash flow–20%. The Xerox Corporate APIP measures applied to Mr. Zapfel's entire APIP bonus and 25% of the APIP bonus for the other named executive officers. Please refer to the section entitled "Short-Term Incentives" in the CD&A for additional information on the 2015 APIP measures and weightings that applied to each of our named executive officers. Threshold payout was determined based on achieving the Xerox Corporate operating cash flow performance measure only at the minimum performance level. Unless the Xerox CEO determined otherwise, there would be no APIP payout if threshold performance was not achieved on any of the performance measures. Additionally, in accordance with the terms of her offer letter, Ms. Watts was entitled to receive a guaranteed payout of 50% of her short-term incentive target under the APIP for 2015. Accordingly, her APIP award had no threshold under which there would be no payout opportunity. See the "Summary Compensation Table," footnote (E), for additional information regarding the actual payout of these awards.

(C) The threshold, target and maximum payout opportunity for the 2015 E-LTIP awards were approved by the Xerox Compensation Committee on February 18, 2015 and the methodology for determining the number of shares was approved by the Xerox Compensation Committee on December 15, 2014 at the time the 2015 E-LTIP design and principles were approved. The number of shares at target for these awards was determined by dividing the approved values of the respective awards by the closing stock price on the grant date and rounding the number of shares up to the nearest share. The closing stock price for this award was $10.68.

Performance shares under the E-LTIP can be earned by achieving three-year cumulative performance goals between threshold and maximum. The performance period for the 2015 E-LTIP is January 1, 2015 through December 31, 2017, and the service period is July 1, 2015 through July 1, 2018. Performance shares that are earned will vest on July 1, 2018.

The performance measures and weightings for 2015 E-LTIP are as follows: adjusted earnings per share –50%; revenue growth (at constant currency)–30%; and adjusted operating cash flow–20%. The threshold column reflects the lowest number of performance shares that can be earned if three-year cumulative performance is achieved at the minimum level for adjusted operating cash flow only. If threshold performance is not achieved on any of the performance measures, no performance shares will be earned.

The target column reflects the number of performance shares that can be earned if target performance is achieved on all performance measures. The maximum column reflects the greatest number of performance shares that can be earned if maximum or higher performance is achieved on all performance measures. The number of performance shares earned will be interpolated in the event that the Xerox's performance varies between threshold and maximum, as determined by the Xerox Compensation Committee.

(D) This column includes a special retention RSU award of 28,860 shares to Ms. Watts, as approved by the Xerox CEO on December 17, 2014 as described in the "Long-Term Incentives" section in the CD&A as part of the compensation package she received when she was hired in the role of Corporate Vice President, Xerox; Chief Operating Officer, Global Capabilities, Xerox Services. This award was granted on January 1, 2015 and is scheduled to cliff vest on January 1, 2018, provided she remains employed at Xerox through the vesting date. The number of RSUs for Ms. Watts was determined by dividing the approved value by the closing market price on the January 1, 2015 grant date ($13.86) and rounding the number of shares up to the nearest share.

(E) The value reported in this column with respect to the stock awards reported in column (C) is based on the target award and the grant date closing market price noted above in footnote (C). The value reported in this column with respect to the stock awards reported in column (D) is based on the grant date closing market price noted above in footnote (D). This value is recorded over the requisite serviced period as required by FASB ASC Topic 718. See footnote (C) to the "Summary Compensation Table" and the "Long-Term Incentives" section in the CD&A for additional information on these equity awards.

Table of Contents

Outstanding Equity Awards at 2015 Fiscal Year-End

The following table displays outstanding option awards and unvested stock awards held by each of the named executive officers at the end of fiscal year 2015.

	Option Awards				Stock Awards			
Name	Number of Securities Underlying Unexercised Options Exercisable (#)(A)	Number of Securities Underlying Unexercised Options (Un-Exercisable) (#)(A)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)(B)	Market Value of Shares or Units of Stock That Have Not Vested ($)(B)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)(C)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)(C)
R. K. Zapfel	—	—	—	—	87,413	929,200	592,990	6,303,484
M. R. Festa	—	—	—	—	—	0	149,840	1,592,799
S. A. Watts	—	—	—	—	28,861	306,792	70,225	746,492
D. A. Amoriell	165,316	—	$ 6.33	8/20/2019	—	—	205,264	2,181,956
C. L. Harvey	—	—	—	—	—	—	170,382	1,811,161

(A) There have been no stock options granted by Xerox since 2004. Mr. Amoriell's stock options are ACS options that were converted to Xerox stock options upon Xerox's acquisition of ACS and are 100% vested and exercisable.

(B) The awards presented in these columns include unvested restricted stock units (as of December 31, 2015), granted under the E-LTIP to Mr. Zapfel on April 1, 2014 which vest on April 1, 2017; and to Ms. Watts on January 1, 2015 which vest on January 1, 2018. The value of these awards is based on the $10.63 closing market price of Xerox Common Stock on December 31, 2015.

(C) The awards presented in these columns consist of unearned performance share awards (as of December 31, 2015) at target granted under the E-LTIP on January 1, 2014, July 1, 2014 and July 1, 2015. The performance period for the January 1, 2014 grant is January 1, 2013 through December 31, 2015; for the July 1, 2014 grant is January 1, 2014 through December 31, 2016 and for the July 1, 2015 grant is January 1, 2015 through December 31, 2017. The value of these awards is based on the $10.63 closing market price of Xerox Common Stock on December 31, 2015.

As noted above, for purposes of this table, all performance shares that were unearned as of December 31, 2015 are reported in column (C). As determined by the Xerox Compensation Committee in February 2016, performance shares were earned for the January 1, 2014 E-LTIP award based on performance for fiscal years 2013 through 2015. A total of 31.40% of the target award was earned for three-year cumulative performance and will vest on January 1, 2017, as follows: Mr. Festa–14,191 shares, Mr. Amoriell–20,641 shares, and Ms. Harvey–20,641 shares. Additional information regarding the E-LTIP awards can be found in "Treatment of Outstanding Xerox Equity Compensation in the Spin-Off."

Option Exercises and Stock Vested in 2015

The following table shows amounts realized by the named executive officers upon the vesting of stock awards during 2015.

	Option Awards		Stock Awards	
Name	Number of Shares Acquired on Exercise (#)(A)	Value Realized on Exercise ($)	Number of Shares Acquired on Vesting (#)(B)	Value Realized on Vesting ($)(C)
R. K. Zapfel	—	—	—	—
M. R. Festa	—	—	38,445	410,593
S. A. Watts	—	—	—	—
D. A. Amoriell	—	—	57,668	615,894
C. L. Harvey	141,706	1,030,670	82,794	964,141

(A) Ms. Harvey exercised her remaining ACS stock options in 2015. Only Mr. Amoriell has stock options outstanding as of year-end 2015.

(B) Shares shown in this column include performance shares that vested under the 2012 E-LTIP as well as RSUs that vested for Ms. Harvey. All these shares are subject to a holding period. Executives must retain 50% of net shares for the later of one year or until they achieve their required stock ownership level.

(C) The aggregate dollar amount realized upon vesting includes the value of shares withheld to pay taxes.

Pension Benefits for the 2015 Fiscal Year

The following table reflects the actuarial present value for the named executive officers' total accumulated benefit as of December 31, 2015, if any, under the pension plans in which they participate. See the "Pension Plans" section of the CD&A for a description of the pension plans.

Name	Plan Name(A)	Number of Years of Credited Service	Present Value of Accumulated Benefit ($)(B)	Payments During Last Fiscal Year ($)
R. K. Zapfel	—	—	—	—
M. R. Festa	Retirement Income Guarantee Plan	22.7	873,405	—
	Unfunded Retirement Income Guarantee Plan	22.7	766,455	—
D. A. Amoriell	—	—	—	—
S. A. Watts	—	—	—	—
C. L. Harvey	—	—	—	—

(A) Pension benefits are provided to Mr. Festa under the Retirement Income Guarantee Plan (RIGP) and the Unfunded Retirement Income Guarantee Plan (Unfunded RIGP).

(B) All calculations are based on actual pay.

The benefit formulas and assumptions used to calculate these estimates are as follows:

Effective December 31, 2012, all future accruals under RIGP and Unfunded RIGP were frozen and no future benefits have been (or will be) accrued following that date.

The pay used to calculate the RIGP and Unfunded RIGP benefits is base pay plus actual short-term incentive payment (incentive payment is considered for the calendar year in which it is paid). The present value of the accumulated benefit is the present value of the benefit payable at the earliest unreduced retirement age (62 for Mr. Festa) based on the following assumptions: 85% of participants are assumed to elect a lump sum from RIGP; pre-retirement FASB ASC Topic 715 discount rate of 4.25% for RIGP and 4.35% for Unfunded RIGP; no pre-retirement mortality or turnover assumed; post-retirement FASB ASC Topic 715 discount rate of 4.35% (5.40% for RIGP lump sums); and post-retirement mortality for RIGP lump sums is based on a 50% weighted male and 50% weighted female RP 2014 mortality table, which is expected to be used as Applicable Mortality after 2016, with Applicable Mortality as defined for lump sum calculations under Section 417(e) of the Internal Revenue Code. The RP 2014 white collar Mortality table with projection in accordance with MP 2015 to year of payment is used for annuitant mortality for purposes of Unfunded RIGP benefits. Assuming Mr. Festa continues to accrue vesting service under the RIGP and Unfunded RIGP, he will attain 30 years of service prior to age 62 and be eligible to receive unreduced benefits under both plans at age 62. Therefore, age 62 is his earliest unreduced retirement age.

RIGP benefits are determined as the greater of a Highest Average Pay formula benefit (1.4% of five-year Highest Average Pay multiplied by benefit service of up to 30 years), a Cash Balance Retirement Account and a retirement account that was transferred to RIGP in 1990. Early retirement benefits under RIGP are available for employees who leave Xerox at age 55 with 10 years of service or later and the Highest Average Pay formula is reduced from age 65 (or age 62 with 30 years of service) at 5% per year based on age at distribution or annuity commencement. Mr. Festa is currently eligible for early retirement. The RIGP benefits are generally based on total pay, subject to IRS limits on the compensation that can be reflected in a qualified plan.

Unfunded RIGP benefits are generally determined under the same terms as the RIGP benefit including the December 31, 2012 benefit freeze, except the pay used in the Highest Average Pay formula is not subject to IRS limits. Unfunded RIGP also provides for an Unfunded RIGP Cash Balance Retirement Account (“CBRA”). This Unfunded RIGP CBRA provides pay credits on pay in excess of the IRS limits for years 2003 to and including 2012 and interest on these pay credits while the Highest Average Pay formula reflects all years of service through December 31, 2012. The purpose of Unfunded RIGP is to replace benefits that cannot be provided in RIGP due to IRS compensation limits.

Non-Qualified Deferred Compensation for the 2015 Fiscal Year

The Non-Qualified Deferred Compensation table discloses executive and employer contributions, as applicable, named executive officer withdrawals and earnings, if any, and fiscal year-end balances under the Xerox Corporation Supplemental Savings Plan (“SSP”) and the Xerox Services Supplemental Savings Plan (“XSSP”).

Name	Plan Name	Executive Contributions in the Last FY ($)	Registrant Contributions in Last FY ($)(A)	Aggregate Earnings in Last FY ($)(B)	Aggregate Withdrawals/ Distributions ($)	Aggregate Balance at Last FY ($)
R. K. Zapfel	SSP	32,250	32,250	277	—	64,777
M. R. Festa	—	—	—	—	—	—
S. A. Watts	—	—	—	—	—	—
D. A. Amoriell	XSSP	110,797	—	(6,184)	—	935,100
C. L. Harvey	XSSP	924,200	—	(24,628)	—	1,100,114

(A) All registrant contributions are reported as “All Other Compensation” in the “Summary Compensation Table.”

(B) No portion of the amounts shown in this column for the SSP or the XSSP is reported in the “Summary Compensation Table” as above market interest.

Xerox Corporation Supplemental Savings Plan

Effective January 1, 2013, with the freeze of all U.S. pension benefits, Xerox adopted the SSP to allow compensation deferrals in excess of IRS limits. This is an unfunded nonqualified plan which provides a notional 100% match on employee deferrals of 3% of pay over the IRS limits.

To participate, employees must elect to defer by December 31 of the year preceding the year of the employee deferral; the employee deferral is 3% of pay over the IRS limits (employees can elect to have a 3% employee deferral or not to participate at all). Employee deferrals will be credited to notional accounts no later than the end of the year in which the deferrals were deducted from pay. The match will be credited to a notional account no later than the end of the first quarter following the year of deferral. Interest is credited at a rate defined by Xerox before the first day of any period for which the interest will accrue. Such interest rate must be a reasonable rate as defined by Treasury Regulation Section 31.3121(v)(2)-1(d) and, with respect to any named executive officer, shall not be greater than the highest rate that may be utilized that is not subject to disclosure under 17 C.F.R. Section 229.402. Mr. Zapfel elected to participate in the SSP in 2015.

All balances are fully vested. The distribution of benefits from the SSP is as a single sum payment which is made six months after the date the participant separates from service.

Xerox Services Supplemental Savings Plan

In 2015, under the XSSP, “highly compensated employees” (as defined under ERISA) were eligible to defer up to 85% of their base salary, bonus and commissions. To participate, employees must elect to defer by December 31 of the year preceding the year of the employee deferral. Notional earnings on participant contributions are credited to each participant's account based on the market rate of return of the available investment alternatives offered under the XSSP. Participants may change the asset allocation of their account balance or make changes to the allocation for future contributions at any time. Xerox Services may make discretionary employer contributions for plan participants, as approved by Xerox's Senior Vice President, Chief Human Resource Officer. In 2015, Mr. Amoriell and Ms. Harvey elected to defer compensation under the XSSP. There was no Xerox match under this plan in 2015.

Potential Payments upon Termination or Change in Control

Xerox has entered into certain agreements and maintains certain plans that provide compensation to named executive officers in the event of a termination of employment or a change in control. The amount of compensation payable to each named executive officer, assuming that each hypothetical termination or change-in-control situation occurred on December 31, 2015, is listed in the table below. The equity awards presented in this table reflect grants not vested as of December 31, 2015 and are based on the closing market price of Xerox Common Stock of $10.63 as of December 31, 2015.

Table of Contents

	Lump Sum Payments ($)	Non-Equity Incentive Awards ($)	Equity Incentive Awards ($)	Qualified Pension Benefits ($)	Non-Qualified Pension Benefits ($)	Healthcare /Life Insurance Benefits ($)	Total Termination Benefits ($)
R.K. Zapfel							
• Voluntary Termination/ Retirement(A)	—	—	—	—	—	—	—
• Involuntary Termination not for Cause(B)	800,000	800,000	2,023,718	—	—	—	3,623,718
• Involuntary or Good Reason Termination after Change in Control (CIC)(C)	3,200,000	800,000	7,232,684	—	—	57,227	11,289,911
• Death(D)	—	800,000	7,232,684	—	—	2,400,000	10,432,684
M. R. Festa							
• Voluntary Termination/ Retirement(A)	—	311,250	677,397	709,200	675,432	—	2,373,279
• Involuntary Termination not for Cause(B)	207,500	311,250	677,397	709,200	675,432	—	2,580,779
• Involuntary or Good Reason Termination after Change in Control (CIC)(C)	1,452,500	311,250	1,592,799	709,200	541,256	38,197	4,645,202
• Death(D)	—	311,250	1,592,799	473,232	375,359	1,245,000	3,997,640
S. A. Watts							
• Voluntary Termination/ Retirement(A)	—	—	—	—	—	—	—
• Involuntary Termination not for Cause(B)	300,000	450,000	124,414	—	—	—	874,414
• Involuntary or Good Reason Termination after Change in Control (CIC)(C)	2,100,000	450,000	1,053,284	—	—	19,866	3,623,150
• Death(D)	—	450,000	1,053,284	—	—	200,000	1,703,284
D. A. Amoriell							
• Voluntary Termination/ Retirement(A)	—	—	—	—	—	—	—
• Involuntary Termination not for Cause(B)	262,500	393,750	942,031	—	—	—	1,598,281
• Involuntary or Good Reason Termination after Change in Control (CIC)(C)	1,837,500	393,750	2,181,956	—	—	19,956	4,433,162
• Death(D)	—	393,750	2,181,956	—	—	200,000	2,775,706
C. L. Harvey							
• Voluntary Termination/ Retirement(A)	—	—	—	—	—	—	—
• Involuntary Termination not for Cause(B)	262,500	393,750	822,975	—	—	—	1,479,225
• Involuntary or Good Reason Termination after change in control (CIC)(C)	1,837,500	393,750	1,811,161	—	—	32,157	4,074,568
• Death(D)	—	393,750	1,811,161	—	—	200,000	2,404,911

(A) Mr. Festa is retirement eligible. Assuming retirement on December 31, 2015, he would receive a short-term incentive payment (Non-Equity Incentive Award) for full-year 2015 performance. The amount shown above reflects payout at target (actual payout could be higher or lower). In addition, Mr. Festa would be eligible to receive pro-rated performance shares (based on the number of full months of service as an employee during the three-year service period commencing on the grant date under the terms of the E-LTIP, shown at target but subject to actual performance achievement) and vested pension benefits. Mr. Zapfel, Mr. Amoriell, Ms. Watts and Ms. Harvey are not retirement eligible and would not receive any payments if they left voluntarily.

Long-term incentive awards, U.S. non-qualified pension plan benefits and, in the case of Mr. Zapfel, short-term incentive awards are subject to clawback provisions as described in the "Other Features of Xerox's Executive Compensation Program—Compensation Recovery Policy (Clawbacks)" section in the CD&A.

(B) Assuming involuntary termination without cause, Mr. Zapfel would receive a severance payment pursuant to the arrangement approved as part of his new hire package which remains in effect until April 1, 2017. Under this arrangement, Mr. Zapfel would receive a payment equivalent to his annual base salary paid out over 12 months. Under the terms of Xerox's U.S. workforce surplus policy, Mr. Festa would be eligible for salary continuance payments for 26 weeks based on his years of service. Under the terms of Xerox Services severance policy, Ms. Watts and Ms. Harvey and Mr. Amoriell would receive salary continuance payments for 26 weeks. The amounts reported in the table assume salary continuance is paid as a lump sum although such payments are generally paid periodically consistent with the normal payroll cycle during active employment. In addition, all named executive officers would receive: (i) a short-term incentive payment (Non-Equity Incentive Award) for 2015 performance, shown at target (actual payout could be higher or lower), (ii) pro-rated performance shares (based on the number of full months of service as an employee during the three-year service period commencing on the grant date per the terms of the E-LTIP, shown at target but subject to actual performance achievement) and (iii) vested pension benefits, if any.

(C) Change-in-control ("CIC") severance agreements for all named executive officers provide specified severance benefits if, within two years following a change in control of Xerox, employment is terminated either:

- involuntarily other than for cause, death or disability, or
- voluntarily for good reason.

These severance benefits include:

- A lump sum cash payment equal to two times the then-current annual base salary and short-term incentive award target.
- Continuation of specified welfare benefits at active employee rates for a period of 24 months.
- Payment of reasonable legal fees and expenses incurred when the named executive officer, in good faith, is involved in a dispute while seeking to enforce the benefits and rights provided by the severance agreement.
- In addition, pursuant to the terms of the applicable agreements, upon involuntary or good reason termination, these executives would also be entitled to: (i) accelerated vesting of stock awards, which will occur following a change in control only upon an involuntary termination of employment (other than a termination for cause) or a voluntary termination for good reason (commonly described as "double-trigger"); and (ii) a short-term incentive (Non-Equity Incentive Award) payment for the 2015 performance shown at target (actual payout could be higher or lower).

If excise tax is payable, Xerox will reduce the named executive officer's CIC payment to a level that will not trigger an excise tax payment if it is determined that doing so will result in a greater net after-tax amount for the executive.

In addition to the benefits above, when the change in control occurs, Mr. Festa is immediately entitled to payment of the present value of the accrued non-qualified U.S. pension benefits, as of the date of a change in control, provided the change in control conforms with applicable tax regulations regarding deferred compensation. Payment is made without regard to the plan's requirements for age or years of service. In the event of a change in control that does not conform with deferred compensation regulations, participants will vest in the plan benefits but will receive payment according to the normal payment provisions of the plans. The Xerox Compensation Committee views this payment upon a conforming change in control and accelerated vesting upon a nonconforming change in control as appropriate in order to protect the pension benefit that the named executive officer has earned at Xerox.

Each change-in-control severance agreement provides that the executive must remain an employee of Xerox for nine months following a potential change in control or until the date which the named executive officer is first entitled to receive the benefits described above, if earlier. See "Potential Payments upon Termination or Change in Control—Change-in-Control Severance Agreement" below for additional information.

(D) Following death, the estates or, with respect to certain types of payments and elections made, the spouses of all named executive officers would receive payment of a 2015 short-term incentive payment shown at target (actual payout could be higher or lower); accelerated vesting of performance shares at target, and restricted stock units, if any; deferred compensation balance, if any; a life insurance benefit; and vested pension benefits, if any. Subject to certain eligibility conditions, the pension death benefit is generally a 50% survivor annuity.

Termination Following Disability

Assuming termination following disability on December 31, 2015, all named executive officers would be eligible for pro-rated performance shares (based on the number of full months of service as an employee during the three-year service period commencing on the grant date) per the terms of the E-LTIP and vested pension benefits, if any, as shown for "Voluntary Termination/ Retirement." Mr. Zapfel would also receive severance benefits as described in footnote (B) above.

Involuntary Termination for Cause

Assuming involuntary termination for cause due to engagement in detrimental activity against Xerox, there would be no payments to the named executive officers other than their deferred compensation balance, if any, and vested qualified pension benefits, if any. All unvested shares and non-qualified pension benefits would be immediately cancelled upon termination for cause. See the "Other Features of Xerox's Executive Compensation Program—Compensation Recovery Policy (Clawbacks)" section of the CD&A for additional information.

Other Payments

Based on his age and actual years of service, Mr. Festa would have been eligible for retiree health care benefits if he had separated from Xerox on or before December 31, 2015. Beginning in 2016, U.S. executives, similar to other employees of Xerox, will not receive retiree health care benefits when they retire.

Non-Qualified Pension Benefit

In the event of a change in control, the non-qualified pension amounts shown in the table above for Mr. Festa represent the lump sum payments that would be paid for all non-qualified pension benefits under the Unfunded RIGP. Mr. Zapfel, Mr. Amoriell, Ms. Watts and Ms. Harvey are not participants in the Unfunded RIGP. These amounts were calculated as specified in the Unfunded RIGP based on the present value of future benefits using the minimum required interest rate and mortality for qualified plan lump sum payments. These benefits would not be paid as a lump sum without the occurrence of a change in control that conformed to deferred compensation tax regulations. The present value of the benefits payable upon an event other than a change in control represents the present value of the accumulated benefits for each participant. Since these amounts are not paid as lump sums, and for change in control purposes, this present value is already determined using the required assumptions under Section 280G of the Internal Revenue Code, these assumptions have been used for this purpose as well to express these benefits as a present value. These present values are based on assumed termination of employment on December 31, 2015.

Change-in-Control Severance Agreement

Generally, for purposes of change-in-control severance agreements, a change in control is deemed to have occurred, subject to specific exceptions, if:

- Any person beneficially owns 20 percent or more of the combined voting power of the outstanding securities of Xerox.
- A majority of the Xerox Board is replaced under specific circumstances.
- There is a merger or consolidation involving Xerox unless (i) the directors of Xerox who were members of the board immediately before the merger/consolidation continue to constitute a majority of the Xerox board of directors or (ii) the merger/consolidation is effected to implement a recapitalization and no person becomes the beneficial owner of 20 percent or more of the combined voting power of Xerox's then outstanding voting securities.
- All or substantially all of Xerox's assets are sold, or Xerox's shareholders approve a plan of complete liquidation or dissolution.

A voluntary termination for good reason in the event of a change in control includes:

- The material diminution of authority, duties, or responsibilities, including being an executive officer of Xerox before a change in control and ceasing to be an executive officer of the surviving company. The change-in-control benefits for this provision will only be triggered if the executive officer has not voluntarily terminated his/her employment and the "material diminution of authority, duties, or responsibilities" has occurred and not been remedied, in either case, before the second anniversary of the potential change in control of Xerox.
- A material reduction in annual base salary or annual target short-term incentive, except to the extent such reduction is consistent with an across-the-board reduction for employees.
- A material change in the geographic location where the executive is required to be based.
- Failure by Xerox to continue any material compensation or benefit plan, vacation policy, or any material perquisites unless an alternative plan is provided, or failure to continue the executive's participation in these plans.
- Failure of Xerox to obtain a satisfactory agreement from any successor to assume and agree to perform in a manner consistent with the change in control agreement.

Table of Contents

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

As of the date of this Information Statement, Xerox beneficially owns all the outstanding shares of our common stock. After the Spin-Off, Xerox will not own any shares of our common stock. The following table provides information regarding the anticipated beneficial ownership of our common stock at the time of the Distribution by:

- each of our shareholders who we believe (based on the assumptions described below) will beneficially own more than 5% of our outstanding common stock;
- each of our directors following the Spin-Off;
- each officer named in the Summary Compensation Table; and
- all of our directors and executive officers following the Spin-Off as a group.

Except as otherwise noted below, we based the share amounts on each person's beneficial ownership of Xerox common stock on , 2016, giving effect to a distribution ratio of shares of our common stock for every shares of Xerox common stock he, she or it held.

To the extent our directors and executive officers own Xerox common stock at the Record Date of the Spin-Off, they will participate in the Distribution on the same terms as other holders of Xerox common stock.

Except as otherwise noted in the footnotes below, each person or entity identified in the table has sole voting and investment power with respect to the securities he, she or it holds.

Immediately following the Spin-Off, we estimate that shares of our common stock will be issued and outstanding, based on the approximately shares of Xerox common stock outstanding on , 2016. The actual number of shares of our common stock outstanding following the Spin-Off will be determined on , 2016, the Record Date.

Name	Amount and Nature of Beneficial Ownership	Percentage of Class
Directors and Named Executive Officers:		
Mr. Ashok Vemuri		
Mr. David A. Amoriell		
Mr. Jay Chu		
Mr. Michael R. Festa		
Mr. Vincent J. Intrieri		
Mr. Frederick S. Koury		
Ms. Connie L. Harvey		
Mr. Courtney Mather		
Mr. Michael Nevin		
Mr. Michael A. Nutter		
Mr. William G. Parrett		
Mr. James Michael Peffer		
Mr. Brian J. Webb-Walsh		
Ms. Susan A. Watts		
Ms. Virginia M. Wilson		
Mr. Robert K. Zapfel		
All directors, named executive officers and remaining officers as a group, eliminating duplications (11 individuals)[1]		

[Table of Contents](#)

Name	Amount and Nature of Beneficial Ownership	Percentage of Class
Principal Shareholders:		
Mr. Carl C. Icahn		
c/o Icahn Capital LP		
767 Fifth Avenue, 47th Floor		
New York, NY 10153		
The Vanguard Group, Inc.		
100 Vanguard Blvd.		
Malvern, PA 19355		
BlackRock, Inc.		
40 East 52nd Street		
New York, NY 10022		
Mr. Darwin A. Deason		
8181 Douglas Avenue, 10th Floor		
Dallas, TX 75225		

(1) Includes only the persons listed in the tables of our directors and executive officers following the Spin-Off in the section titled “Management” in this Information Statement.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Agreements with Xerox

Following the Spin-Off, we and Xerox will operate independently, and neither will have any ownership interest in the other. In order to govern the ongoing relationships between us and Xerox after the Spin-Off and to facilitate an orderly transition, we and Xerox intend to enter into agreements providing for various services and rights following the Spin-Off, and under which we and Xerox will agree to indemnify each other against certain liabilities arising from our respective businesses. The following summarizes the terms of the material agreements we expect to enter into with Xerox.

Separation and Distribution Agreement

We intend to enter into a Separation and Distribution Agreement with Xerox before the Distribution. The Separation and Distribution Agreement will set forth our agreements with Xerox regarding the principal actions to be taken in connection with the Spin-Off. It will also set forth other agreements that govern aspects of our relationship with Xerox following the Spin-Off. In particular, the Separation and Distribution Agreement will generally provide that:

- all of the assets of the BPO Business not already owned by us and owned by Xerox prior to the Distribution will be transferred to us;
- all of the assets of the businesses and operations conducted by Xerox other than the BPO Business not already owned by Xerox and owned by us prior to the Distribution will be transferred to Xerox;
- all of the liabilities (whether accrued, contingent or otherwise) of the BPO Business that are obligations of Xerox prior to the Distribution will be assumed by us;
- certain liabilities and assets related to general corporate will generally be retained by or transferred to Xerox; and
- all of the liabilities (whether accrued, contingent or otherwise) of the business and operations conducted by Xerox other than the BPO Business that are our obligations prior to the Distribution will be assumed by Xerox.

Transfer of Assets and Assumption of Liabilities. The Separation and Distribution Agreement will identify certain transfers of assets and assumptions of liabilities that are necessary in advance of our separation from Xerox so that we and Xerox retain the assets of, and the liabilities associated with, our respective businesses. The Separation and Distribution Agreement will also provide for the settlement or extinguishment of certain liabilities and other obligations between us and Xerox.

Internal Transactions. The Separation and Distribution Agreement will describe certain actions related to our separation from Xerox that will occur prior to the Distribution.

Intercompany Arrangements. All agreements, arrangements, commitments and understandings, including most intercompany accounts payable or accounts receivable, between us, on the one hand, and Xerox, on the other hand, will terminate effective as of the Distribution, except specified agreements and arrangements that are intended to survive the Distribution.

Credit Support. We will agree to use reasonable best efforts to arrange, prior to the Distribution, for the replacement of all guarantees, covenants, indemnities, surety bonds, letters of credit or similar assurances of credit support currently provided by or through Xerox or any of its affiliates for the benefit of us or any of our affiliates.

Representations and Warranties. In general, neither we nor Xerox will make any representations or warranties regarding any assets or liabilities transferred or assumed, any consents or approvals that may be required in connection with these transfers or assumptions, the value or freedom from any lien or other security interest of any assets transferred, the absence of any defenses relating to any claim of either party or the legal sufficiency of any conveyance documents. Except as expressly set forth in the Separation and Distribution Agreement and certain other ancillary agreements, all assets will be transferred on an "as is," "where is" basis.

Information in this Information Statement with respect to the assets and liabilities of Conduent and Xerox following the Distribution is presented based on the allocation of such assets and liabilities pursuant to the Separation and Distribution Agreement and the ancillary agreements, unless the context otherwise requires. The Separation and Distribution Agreement provides that, in the event that the transfer or assignment of certain assets or liabilities to Conduent or Xerox, as applicable, does not occur prior to the Distribution, then until such assets or liabilities are able to be transferred or assigned, Conduent or Xerox, as applicable, will hold such assets for the use and benefit of the other party and retain such liabilities for the account and at the expense of the other party, provided that the other party will reimburse Conduent or Xerox, as applicable, for any payments made in connection with the holding of such assets or the retention of such liabilities.

Further Assurances. The parties will use reasonable best efforts to effect any transfers contemplated by the Separation and Distribution Agreement that have not been consummated prior to the Distribution as promptly as practicable following the Distribution Date. In addition, the parties will use reasonable best efforts to effect any transfer or re-transfer of any asset or liability that was improperly transferred or retained as promptly as practicable following the Distribution.

The Distribution. The Separation and Distribution Agreement will govern Xerox's and our respective rights and obligations regarding the proposed Distribution. Prior to the Distribution, Xerox will deliver all the issued and outstanding shares of our common stock to the distribution agent. Following the Distribution Date, the distribution agent will electronically deliver the shares of our common stock to Xerox shareholders based on the distribution ratio. The Xerox Board will have the sole and absolute discretion to determine the terms of, and whether to proceed with, the Distribution.

Conditions. The Separation and Distribution Agreement will also provide that several conditions must be satisfied or waived by Xerox in its sole and absolute discretion before the Distribution can occur. For further information about these conditions, see "The Spin-Off—Conditions to the Spin-Off." The Xerox Board may, in its sole and absolute discretion, determine the Record Date, the Distribution Date and the terms of the Spin-Off and may at any time prior to the completion of the Spin-Off decide to abandon or modify the Spin-Off.

Exchange of Information. We and Xerox will agree to provide each other with information reasonably necessary to comply with reporting, disclosure, filing or other requirements of any national securities exchange or governmental authority, for use in judicial, regulatory, administrative and other proceedings and to satisfy audit, accounting, litigation and other similar requests. We and Xerox will also agree to use reasonable best efforts to retain such information in accordance with our respective record retention policies as in effect on the date of the Separation and Distribution Agreement. Each party will also agree to use its reasonable best efforts to assist the other with its financial reporting and audit obligations for an agreed period of time.

Termination. The Xerox Board, in its sole and absolute discretion, may terminate the Separation and Distribution Agreement at any time prior to the Distribution.

Release of Claims. We and Xerox will each agree to release the other and its affiliates, successors and assigns, and all persons that prior to the Distribution have been the other's shareholders, directors, officers, members, agents and employees, and their respective heirs, executors, administrators, successors and assigns, from any claims against any of them that arise out of or relate to events, circumstances or actions occurring or failing to occur or any conditions existing at or prior to the time of the Distribution. These releases will be subject to exceptions set forth in the Separation and Distribution Agreement.

Indemnification. We and Xerox will each agree to indemnify the other and each of the other's current, former and future directors, officers and employees, and each of the heirs, administrators, executors, successors and assigns of any of them, against certain liabilities incurred in connection with the Spin-Off and our and Xerox's respective businesses. The amount of either Xerox's or our indemnification obligations will be reduced by any insurance proceeds the party being indemnified receives. The Separation and Distribution Agreement will also specify procedures regarding claims subject to indemnification.

Transition Services Agreement

We intend to enter into a Transition Services Agreement pursuant to which Xerox will provide us, and we will provide Xerox, with specified services for a limited time to help ensure an orderly transition following the Distribution. The Transition Services Agreement will specify the calculation of our costs for these services. The provider or recipient of a particular service will generally be able to terminate that service prior to the scheduled expiration date in the event of the other party's uncured material breach with respect to such service, and the recipient of a particular service may terminate such service for convenience, subject to a specified minimum notice period. The cumulative liability of each party in its capacity as service provider under the transition services agreement will be limited to the aggregate amount paid to it for services under the agreement.

The cost of these services will be negotiated between us and Xerox and may not necessarily be reflective of prices that we could have obtained for similar services from an independent third party.

Tax Matters Agreement

We intend to enter into a Tax Matters Agreement with Xerox that will govern the respective rights, responsibilities and obligations of Xerox and us after the Spin-Off with respect to all tax matters (including tax liabilities, tax attributes, tax returns and tax contests).

With respect to taxes other than those incurred in connection with the Spin-Off (which are discussed below), the Tax Matters Agreement will provide that we will generally indemnify Xerox for (1) any taxes of Conduent and its subsidiaries for all periods after the Distribution and (2) any taxes of Xerox and its subsidiaries for periods prior to the Distribution to the extent attributable to the BPO Business.

The Tax Matters Agreement generally will provide that we will be required to indemnify Xerox for any taxes resulting from the failure of certain steps of the Spin-Off to qualify for their intended tax treatment under U.S. federal income tax laws, where such taxes result from (1) untrue representations and breaches of covenants that we will make and agree to in connection with the Spin-Off (including representations we will make in connection with a tax opinion to be received by Xerox and covenants containing the restrictions described below that are designed to preserve the tax-free nature of the Distribution), (2) the application of certain provisions of U.S. federal income tax law to the Spin-Off or (3) any other actions that we know or reasonably should expect would give rise to such taxes. We will also be required to indemnify Xerox for any taxes in excess of certain threshold amounts relating to certain steps of the Internal Transactions and resulting from breaches of covenants that we will make and agree to in connection with the Spin-Off. We and Xerox will generally have joint control over any audit or other proceeding relating to the Spin-Off.

As a member of Xerox's consolidated U.S. federal income tax group, we have (and will continue to have following the Spin-Off) joint and several liability with Xerox to the IRS for the consolidated U.S. federal income taxes of the Xerox group relating to the taxable periods in which we were part of the group.

The Tax Matters Agreement will impose certain restrictions on us and our subsidiaries (including restrictions on share issuances, business combinations, sales of assets and similar transactions) that will be designed to preserve the tax-free nature of the Distribution. These restrictions will apply for the two-year period after the Distribution. Although we will be able to engage in an otherwise restricted action if we obtain appropriate advice from counsel (or a ruling from the IRS), as described above under "Risk Factors—Risks Relating to the Spin-Off—We intend to agree to numerous restrictions to preserve the non-recognition treatment of the Distribution, which may reduce our strategic and operating flexibility," these restrictions may limit our ability to pursue strategic transactions or discourage or delay others from pursuing strategic transactions that our stockholders may consider favorable.

Employee Matters Agreement

We intend to enter into an Employee Matters Agreement with Xerox that will address certain employment, compensation and benefits matters, including the allocation and treatment of certain assets and liabilities relating to our employees and the compensation and benefit plans and programs in which our employees participate prior to the Spin-Off, as well as certain other human resources, employment and employee benefit matters.

Following the Spin-Off, we will generally remain responsible for any employment-related liabilities that relate to individuals who were employed by us at the time the event giving rise to the liability arose (whether before or after the Spin-Off). In addition, we will assume responsibility for any change in control, severance or other individual agreements that our employees entered into with Xerox prior to the Spin-Off.

We will be responsible for annual bonus payments for our employees for the year in which the Spin-Off occurs, and Xerox will reimburse us for the full amount of any such bonuses that we pay to individuals who transferred to us from Xerox in connection with the Spin-Off. Likewise, Xerox will be responsible for annual bonus payments for Xerox employees for the year in which the Spin-Off occurs, and we will reimburse Xerox for the full amount of any such annual bonuses that Xerox pays to individuals who transferred to Xerox from us in connection with the Spin-Off.

Following the Spin-Off, we will generally provide coverage for our employees under our health, welfare and other benefit plans, and we will remain responsible for all liabilities incurred under our health, welfare and other benefit plans prior to the Spin-Off. Xerox will remain responsible for all liabilities incurred under its health, welfare and other benefit plans prior to the Spin-Off, including any that relate to our employees.

With certain exceptions relating to plans maintained outside the United States, Xerox will remain responsible for any liabilities accrued by our employees under Xerox's qualified and nonqualified pension plans, and we will remain responsible for any liabilities accrued by Xerox employees under our nonqualified pension plans. Following the Spin-Off, our employees will be permitted to elect to rollover their account balances under Xerox's 401(k) plan to our 401(k) plan, and Xerox employees will be permitted to elect to rollover their account balances under our 401(k) plan to Xerox's 401(k) plan.

In the case of any of our employees who participate in Xerox's U.S. tax qualified pension plan prior to the Spin-Off and are within one year of age 55 or 30 years of vesting service at the time of the Spin-Off, Xerox will recognize up to one year of service by such employees with us and up to one year of age attained by such employees after the Spin-Off in order to bridge such employees into early retirement under such plans, subject to the employee's continued service with us during the relevant period following the Spin-Off.

For a summary of the treatment of outstanding Xerox equity awards held by our current and former employees at the time of the Spin-Off, please see "Compensation Discussion and Analysis—Treatment of Outstanding Xerox Equity Compensation in the Spin-Off".

Intellectual Property Agreement

We intend to enter into an Intellectual Property Agreement with Xerox pursuant to which all of the intellectual property rights of the BPO Business and the liabilities relating to, arising out of or resulting therefrom not already owned by us and owned by Xerox prior to the Distribution will be transferred to us.

Xerox will also grant Conduent certain irrevocable, non-exclusive, worldwide, sublicensable (only in specified circumstances) and royalty-free licenses to certain of Xerox's intellectual property used in the BPO Business for use in Conduent's field. The license to Conduent will be transferable generally with any sale or transfer of a Conduent business that utilizes Xerox's intellectual property.

Conduent will also grant back to Xerox certain irrevocable, non-exclusive, worldwide, sublicensable (only in specified circumstances) and royalty-free licenses to certain of Conduent's intellectual property for use in Xerox's field. The license to Xerox will be transferable generally with any sale or transfer of a Xerox business that utilizes Conduent's intellectual property.

Trademark License Agreement

We intend to enter into a Trademark License Agreement with Xerox pursuant to which Xerox will grant us a fully paid-up, royalty free, non-sublicenseable, non-exclusive license to use certain of Xerox's trademarks, trade names and service marks in connection with the sale, provision, marketing, performance and promotion of the products, services and offerings of the BPO Business as its exists immediately prior to the Distribution. The term of the license will be 12 months, which may be extended to 18 months if requested by us and approved by Xerox (in its sole discretion). We will not be able to assign our rights to the licensed marks, except with the prior written consent of Xerox.

Ongoing Commercial Agreements

In addition to the above agreements, we are also currently party to, or intend to enter into, various other agreements with Xerox and its subsidiaries, including those relating to real estate, that are intended to continue post-Distribution subject to their existing terms or terms and conditions to be negotiated and agreed to. We do not consider these agreements to be material.

Other Arrangements

Prior to the Spin-Off, we have had various other arrangements with Xerox, including arrangements whereby Xerox performed various corporate functions for us, including, but not limited to, senior management, legal, human resources, finance and accounting, treasury, information technology, marketing and communication, internal audit and other shared services.

As described in more detail in "—Separation and Distribution Agreement" above, these arrangements, other than those contemplated pursuant to the Transition Services Agreement, will generally be terminated in connection with the Spin-Off. We do not consider these arrangements with Xerox to be material.

Exchange Agreement

On October 27, 2016, Xerox and Conduent entered into the Exchange Agreement with Mr. Deason. Pursuant to the terms of the Exchange Agreement, subject to the completion of the Spin-Off, among other conditions, Xerox will transfer 180,000 shares of Xerox Series B Preferred Stock and 120,000 shares of Conduent Series A Preferred Stock to Mr. Deason in exchange for all of Mr. Deason's shares of Xerox Series A Preferred Stock. For more detail, see "The Spin-Off—Treatment of Xerox Preferred Stock in the Spin-Off."

Policy and Procedures Governing Related Person Transactions

Our Board intends to adopt a written policy for the review, approval and ratification of transactions involving related persons, which generally includes directors, director nominees, executive officers, persons or entities known to us to be the beneficial owner of more than 5% of any outstanding class of our voting securities, or immediate family members or certain affiliated entities of any of the foregoing persons. We anticipate that this policy will provide that our Corporate Governance Committee review any transaction, arrangement or relationship, or series of similar transactions, in which Conduent has participated or will participate and any "related person" has or will have a direct or indirect material interest, and which exceeds $120,000 in the aggregate. We expect that our Corporate Governance Committee will approve or ratify only those transactions that are fair and reasonable to Conduent and in our and our shareholders' best interests.

Table of Contents

DESCRIPTION OF OUR CAPITAL STOCK

General

Prior to the Distribution Date, Xerox, as our sole shareholder, will approve and adopt our Restated Certificate of Incorporation, and our Board will approve and adopt our Amended and Restated By-Laws. The following summarizes information concerning our capital stock, including material provisions of our Restated Certificate of Incorporation, our Amended and Restated By-Laws and certain provisions of New York law. You are encouraged to read the forms of our Restated Certificate of Incorporation and our Amended and Restated By-Laws, which will be filed as exhibits to our Registration Statement on Form 10, of which this Information Statement is a part, for greater detail with respect to these provisions.

Authorized Capital Stock

Immediately following the Spin-Off, our authorized capital stock will consist of 1,000,000,000 shares of common stock, par value $0.01 per share.

Common Stock

Shares Outstanding. Immediately following the Spin-Off, we estimate that approximately   shares of our common stock will be issued and outstanding, based on approximately   shares of Xerox common stock outstanding as of   , 2016. The actual number of shares of our common stock outstanding immediately following the Spin-Off will depend on the actual number of shares of Xerox common stock outstanding on the Record Date, and will reflect any issuance of new shares or exercise of outstanding options pursuant to Xerox's equity plans and any repurchases of Xerox shares by Xerox pursuant to its common stock repurchase program, in each case on or prior to the Record Date.

Dividends. Holders of shares of our common stock will be entitled to receive dividends when, as and if declared by our Board at its discretion out of funds legally available for that purpose, subject to the preferential rights of any preferred stock that may be outstanding. The timing, declaration, amount and payment of future dividends will depend on our financial condition, earnings, capital requirements and debt service obligations, as well as legal requirements, regulatory constraints, industry practice and other factors that our Board deems relevant. We do not anticipate paying any dividends on our common stock for the foreseeable future. Our Board will make all decisions regarding our payment of dividends from time to time in accordance with applicable law. See "Dividend Policy" and "Risk Factors—We do not anticipate paying any dividends on our common stock for the foreseeable future, and as a result, your only opportunity to achieve a return on your investment is if the price of our common stock appreciates."

Voting Rights. The holders of our common stock will be entitled to one vote for each share held of record on all matters submitted to a vote of the shareholders.

Other Rights. Subject to the preferential liquidation rights of any preferred stock that may be outstanding, upon our liquidation, dissolution or winding-up, the holders of our common stock will be entitled to share ratably in our assets legally available for distribution to our shareholders.

Fully Paid. The issued and outstanding shares of our common stock are fully paid and non-assessable. Any additional shares of common stock that we may issue in the future will also be fully paid and non-assessable.

The holders of our common stock will not have preemptive rights or preferential rights to subscribe for shares of our capital stock.

Preferred Stock

Our Restated Certificate of Incorporation will authorize our Board to designate and issue from time to time one or more series of preferred stock without shareholder approval. Our Board may fix and determine the designation, relative rights, preferences and limitations of the shares of each such series of preferred stock.

Conduent Series A Preferred Stock

The following discussion is a summary of the terms of the Conduent Series A Preferred Stock to be exchanged for Xerox Series A Preferred Stock. This summary is not meant to be complete and is qualified by the description of the Conduent Series A Preferred Stock in our Restated Certificate of Incorporation, which establishes the designation, relative rights, preferences and limitations relating to the Conduent Series A Preferred Stock. You are urged to read the Restated Certificate of Incorporation carefully in its entirety. The Restated Certificate of Incorporation will be in effect prior to the Distribution Date in substantially the form filed as an exhibit to the Registration Statement on Form 10 of which this Information Statement is a part.

Authorized Shares

In connection with the Spin-Off, Conduent will issue to Xerox 120,000 shares of Conduent Series A Preferred Stock, having a liquidation preference of $1,000 per share. Pursuant to the terms of the Exchange Agreement, subject to the completion of the Spin-Off, among other conditions, Xerox will transfer 180,000 shares of Xerox Series B Preferred Stock and 120,000 shares of Conduent Series A Preferred Stock to Mr. Deason in exchange for all of Mr. Deason's shares of Xerox Series A Preferred Stock.

Dividends

Cash dividends will be payable quarterly on the Conduent Series A Preferred Stock when, as and if declared by our Board, out of any funds legally available for the payment of dividends, on a cumulative basis, at a rate per year equal to 8.0% of the liquidation preference.

If Conduent does not pay dividends in full on any dividend payment date, cash dividends will be payable, on a cumulative basis, at a rate per year equal to 8.0% of the sum of the liquidation preference and the amount of accrued and unpaid dividends as of the most recent dividend payment date, and the shares of the Conduent Series A Preferred Stock will share ratably in the payment of dividends in accordance with the sums that would be payable on those shares if all dividends were declared and paid in full. In addition, if Conduent does not pay dividends in full on any dividend payment date, the ability of Conduent to declare or pay dividends on or redeem, purchase or otherwise acquire its common stock or any preferred stock ranking on a parity with or junior to the Conduent Series A Preferred Stock, will be subject to certain restrictions. In accordance with the certificate of incorporation of Conduent, the holders of Conduent Series A Preferred Stock will also have the right to appoint two members of our Board if six full quarterly dividend periods (whether or not consecutive) are in arrears. The right of the holders of Conduent Series A Preferred Stock to appoint two members of our Board will cease when all arrearages in dividends have been paid and dividends for the current quarterly dividend period have been paid.

Conversion

Each share of Conduent Series A Preferred Stock may be converted at any time, at the option of the holder, into 44.9438 shares of Conduent common stock (which assumes a distribution ratio in the Spin-Off of one share of Conduent common stock for every five Xerox common shares outstanding as of the record date for the distribution and, based on that same assumption, reflects an initial conversion price of approximately $22.25 per share of Conduent common stock), subject to customary anti-dilution adjustments. In addition, the holder will have the right to convert, under certain circumstances, each share of Conduent Series A Preferred Stock into shares of Conduent common stock at an increased conversion rate. On or after the issue date, Conduent will have the right, at its option, to cause any or all of the Conduent Series A Preferred Stock to be converted into shares of Conduent common stock at the then applicable conversion rate if the closing price of Conduent common stock exceeds a certain threshold for 20 trading days over a 30-day trading day period, as specified in the Restated Certificate of Incorporation.

Redemption

Upon the occurrence of certain fundamental change events, the holders of Conduent Series A Preferred Stock have the right to require Conduent to redeem any or all of the Conduent Series A Preferred Stock in cash at a redemption price per share equal to the liquidation preference and any accrued and unpaid dividends to, but not including, the redemption date.

At any time on or following the fifth anniversary of a transfer by the holders of Conduent Series A Preferred Stock to a person other than a permitted transferee, Conduent has the option to redeem any or all of such transferred shares of Conduent Series A Preferred Stock in cash at a redemption price per share equal to the fair market value of such redeemed shares and any accrued and unpaid dividends to, but not including, the redemption date.

Liquidation

In the event Conduent voluntarily or involuntarily liquidates, dissolves or winds up its affairs, the holders of Conduent Series A Preferred Stock will be entitled to receive the liquidation preference per share plus an amount equal to accrued and unpaid dividends, if any, before any distribution to the holders of Conduent common stock. If the amounts payable with respect to Conduent Series A Preferred Stock are not paid in full, the holders of Conduent Series A Preferred Stock will share ratably in any distribution of assets based upon the aggregate liquidation preference for all outstanding shares for each series. After the holders of shares of Conduent Series A Preferred Stock are paid in full, they will have no right or claim to any of Conduent's remaining assets.

Voting Rights

Except as may be required by applicable law and as described below, the consent of the holders of at least two-thirds of the shares of Conduent Series A Preferred Stock at the time outstanding, voting separately as a class, will be necessary to permit, effect or validate:

- the authorization of, or any increase in the authorized amount of, any class of stock ranking prior to the Conduent Series A Preferred Stock;
- the amendment, alteration or repeal of any of the provisions of the certificate of incorporation or by-laws of Conduent (whether, directly or indirectly, by merger, consolidation or otherwise) which would affect adversely any right, preference, privilege or voting power of the Conduent Series A Preferred Stock or of the holders thereof; and
- the voluntary liquidation, dissolution or winding up of Conduent, or the sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of Conduent, or the consolidation, merger or other business combination of Conduent with or into any other person, except any such sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of Conduent or consolidation or merger or other business combination wherein none of the rights, preferences, privileges or voting powers of the Conduent Series A Preferred Stock or the holders thereof are adversely affected.

The holders of Conduent Series A Preferred Stock will have no voting rights with respect to any consolidation, merger or other business combination of Conduent with or into any other person, or sale, lease or conveyance (other than by mortgage) of all or substantially all of the property or business of Conduent, if:

- to the extent Conduent is not the surviving person in such transaction, the holders of Conduent Series A Preferred Stock will receive the stock of the entity surviving such transaction or to whom all or substantially all of the property or business of Conduent is sold, leased or conveyed, as the case may be, and such stock shall have voting powers, preferences and relative, participating, optional or other special rights as nearly equal as possible to those provided in the certificate of incorporation of Conduent; and

- upon conversion of the Conduent Series A Preferred Stock or the stock of the person surviving such transaction or to whom all or substantially all of the property or business of Conduent is sold, leased or conveyed, as the case may be, issued in accordance with such event, the holders of Conduent Series A Preferred Stock will receive certain securities, cash or other property in connection with such reorganization event.

Certain Provisions of New York Law, Our Restated Certificate of Incorporation and Amended and Restated By-Laws

Restated Certificate of Incorporation and Amended and Restated By-Laws

Certain provisions in our proposed Restated Certificate of Incorporation and our proposed Amended and Restated By-Laws summarized below may be deemed to have an anti-takeover effect and may delay, deter or prevent a tender offer or takeover attempt that a shareholder might consider to be in its best interests, including attempts that might result in a premium being paid over the market price for the shares held by shareholders. These provisions are intended to enhance the likelihood of continuity and stability in the composition of our Board and in the policies formulated by our Board and to discourage certain types of transactions that may involve an actual or threatened change of control.

Blank Check Preferred Stock. Our proposed Restated Certificate of Incorporation will authorize our Board to designate and issue, without any further vote or action by the shareholders, shares of preferred stock at any time or from time to time in one or more series and, with respect to each such series, to establish the number of shares to be included in each such series, and to fix the designation, relative rights, preferences and limitations of the shares of each such series, including, but not limited to, the voting rights (if any) of the series and any other relative rights, preferences and limitations of that series. The ability to issue such preferred stock could discourage potential acquisition proposals and could delay or prevent a change in control.

Special Meetings of Shareholders. Our Amended and Restated By-Laws will provide that the Chairman of the Board, the Board or the Secretary, at the request of the holders of record of not less than 20% of the outstanding shares of the common stock of Conduent will be able to call a special meeting of shareholders. No shareholder will be permitted to propose the removal of directors or the election of directors at a shareholder-called special meetings, other than a single shareholder, or "group" of shareholders who have filed as such under Section 13(d) of the Exchange Act with respect to their ownership of Conduent common stock, that owns at least a majority of Conduent's outstanding common stock. For a shareholder to call a special meeting, the shareholder(s) must comply with the requirements set forth in our By-Laws, including giving notice to our Secretary, which notice must include the information described in "Requirements for Advance Notification of Shareholder Nomination and Proposals" below.

Requirements for Advance Notification of Shareholder Nominations and Proposals. Under our proposed Amended and Restated By-Laws, shareholders of record will be able to nominate persons for election to our Board or bring other business constituting a proper matter for shareholder action only by providing proper notice to our Secretary. Proper notice must be timely; for annual meetings of shareholders, notice must generally be given not less than 120 days nor more than 150 days prior to the first anniversary of the date Conduent's proxy statement was released to shareholders in connection with the previous year's annual meeting, and for special meetings of shareholders, notice must generally be given not less than 120 days nor more than 150 days prior to the date of the special meeting. Proper notice must include, among other information, the name and address of the shareholder giving the notice and any material interest the shareholder has in the business desired to be brought before the meeting, certain information relating to each person whom such shareholder proposes to nominate for election as a director, a brief description of any other business (including the text of any resolutions proposed for consideration, and in the event that such business includes a proposal to amend the Amended and Restated By-Laws, the text of the proposed amendment) and the reason for conducting such business at the meeting, the name of each person with whom the shareholder is acting in concert and any other information requested in our proposed Amended and Restated By-Laws, including any update or supplement described therein.

Filling Vacancies; Removal of Directors. Our proposed Restated Certificate of Incorporation and proposed Amended and Restated By-Laws will provide that any Board vacancy, including a vacancy resulting from an increase in the number of directors, may be filled solely by the affirmative vote of a majority of the directors then in office, even if less than a quorum of the Board exists. Additionally, our proposed Restated Certificate of Incorporation and our proposed Amended and Restated By-Laws will provide that no director of our Board may be removed from office without cause. These provisions will make it more difficult for shareholders to take an action opposed by our Board.

New York Anti-Takeover Statute

Section 912 of the New York Business Corporation Law generally provides that a New York corporation may not engage in a business combination with an interested shareholder for a period of five years following the interested shareholder's becoming such. Such a business combination would be permitted where it is approved by the board of directors before the interested shareholder's becoming such, or within 30 days thereafter, if a good faith proposal regarding a business combination is made in writing.

Covered business combinations include certain mergers and consolidations, dispositions of assets or stock, plans for liquidation or dissolution, reclassifications of securities, recapitalizations and similar transactions. An interested shareholder is generally a shareholder owning at least 20% of a corporation's outstanding voting stock.

In addition, New York corporations may not engage at any time with any interested shareholder in a business combination other than: (i) a business combination approved by the board of directors before the stock acquisition, or where the acquisition of the stock had been approved by the board of directors before the stock acquisition; (ii) a business combination approved by the affirmative vote of the holders of a majority of the outstanding voting stock not beneficially owned by the interested shareholder at a meeting for that purpose no earlier than five years after the stock acquisition; or (iii) a business combination in which the interested shareholder pays a formula price designed to ensure that all other shareholders receive at least the highest price per share that is paid by the interested shareholder and that meets certain other requirements. Pursuant to Section 912(d) of the New York Business Corporation Law, we will elect to opt out of these provisions, and the restrictions described above will not apply to any business combination involving Conduent.

Limitation on Liability of Directors and Indemnification of Directors and Officers

Our Amended and Restated By-Laws will provide that except to the extent expressly prohibited by law, Conduent will indemnify any person, made or threatened to be made, a party in any civil or criminal action or proceeding, including an action or proceeding by or in the right of Conduent to procure a judgment in its favor or by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of Conduent served in any capacity at the request of Conduent, by reason of the fact that he or she, his or her testator or intestate is or was a director or officer of Conduent or serves or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in any capacity, against judgments, fines, penalties, amounts paid in settlement and reasonable expenses, including attorneys' fees, incurred in connection with such action or proceeding, or any appeal therein; *provided* that no such indemnification shall be required with respect to any settlement unless Conduent shall have given its prior approval thereto. Such indemnification shall include the right to be paid advances of any expenses incurred by such person in connection with such action, suit or proceeding, consistent with the provisions of applicable law. In addition to the foregoing, Conduent will be authorized to extend rights to indemnification and advancement of expenses to such persons by (i) resolution of the shareholders, (ii) resolution of the directors or (iii) an agreement, to the extent not expressly prohibited by law.

Under Section 722 of the New York Business Corporation Law, a corporation may indemnify its directors and officers made, or threatened to be made, a party to any action or proceeding, except for shareholder derivative suits, if the director or officer acted in good faith, for a purpose that he or she reasonably believed to be in or, in the case of service to another corporation or enterprise, not opposed to the best interests of the corporation, and, in addition, in criminal proceedings had no reasonable cause to believe his or her conduct was unlawful. In the case of shareholder derivative suits, the corporation may indemnify a director or officer if he or she acted in good faith for a purpose that he or she reasonably believed to be in or, in the case of service to another corporation or enterprise, not opposed to the best interests of the corporation, except that no indemnification may be made in respect of (i) a threatened action, or a pending action that is settled or otherwise disposed of, or (ii) any claim, issue or matter as to which such individual has been adjudged to be liable to the corporation, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines, upon application, that, in view of all the circumstances of the case, the individual is fairly and reasonably entitled to indemnity for the portion of the settlement amount and expenses as the court deems proper.

Any individual who has been successful on the merits or otherwise in the defense of a civil or criminal action or proceeding will be entitled to indemnification. Except as provided in the preceding sentence, unless ordered by a court pursuant to Section 724 of the New York Business Corporation Law, any indemnification under the New York Business Corporation Law as described in the immediately preceding paragraph may be made only if, pursuant to Section 723 of the New York Business Corporation Law, indemnification is authorized in the specific case and after a finding that the director or officer met the requisite standard of conduct by the disinterested directors if a quorum is available, or, if the quorum so directs or is unavailable, (i) the board of directors upon the written opinion of independent legal counsel or (ii) the shareholders.

The indemnification rights to be provided in our Amended and Restated By-Laws will not be exclusive of any other right to which persons seeking indemnification may otherwise be entitled.

As permitted by New York law, our Amended and Restated By-Laws will authorize us to purchase and maintain insurance to protect any director, officer, employee or agent against claims and liabilities that such persons may incur in such capacities.

Exclusive Forum

Our Restated Certificate of Incorporation will provide that unless we consent in writing to the selection of an alternative forum, any state or federal court located in New York County in the State of New York will be the sole and exclusive forum for (i) any derivative action or proceeding purportedly brought on behalf of Conduent, (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer or other employee or shareholder of the Conduent to Conduent or Conduent’s shareholders, (iii) any action or proceeding asserting a claim arising pursuant to any provision of the Business Corporation Law of the State of New York or Conduent’s Certificate of Incorporation or Conduent’s By-Laws (with respect to each, as may be amended from time to time), or (iv) any action or proceeding asserting a claim otherwise governed by the internal affairs doctrine.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be Computershare Trust Company, N.A.

Icahn Agreement

Conduent is required to become a party to the Icahn Agreement prior to the Distribution. Among other things, the Icahn Agreement provides that (i) our Board will be annually elected; (ii) any “shareholder rights plan” adopted by our Board after the Distribution not ratified by shareholders within 135 days of its taking effect, will automatically expire; (iii) our shareholders will have the ability to call special meetings on the terms to be set forth in our governing documents at the request of holders of 20% of the outstanding shares of our common stock who meet certain requirements with respect to advance notice, required disclosures and permitted matters and other matters (except that business at such shareholder-called meetings will generally not include the removal or election of directors); (iv) except as required by law, our governing documents will not impose minimum voting requirements greater than a majority of the outstanding shares of our common stock; (v) we will schedule our first annual meeting of shareholders following the completion of the Spin-Off no later than the twelve-month anniversary of the completion of the Spin-Off; (vi) we will elect not to be governed by Section 912 of the New York Business Corporation Law; (vii) we will not adopt or approve change-of-control provisions in plans benefiting or agreements with directors, officers or employees (including equity plans and change-of-control severance agreements) with ownership triggers below 50%; (viii) Conduent will abide by certain procedures, specified in the Icahn Agreement, concerning diligence requests from certain over-bidders; and (ix) we will be incorporated under the laws of the State of New York. Our obligations with respect to the matters in clauses (iii) through (ix) of the immediately preceding sentence will only remain in place so long as the Icahn Group has beneficial ownership of at least 4.9% of the outstanding Voting Securities (as defined in the Icahn Agreement) of Conduent.

Listing

We intend to list our common stock on the New York Stock Exchange under the symbol “CNDT.”

WHERE YOU CAN FIND MORE INFORMATION

We have filed a Registration Statement on Form 10 with the SEC with respect to the shares of our common stock that Xerox's shareholders will receive in the Distribution as contemplated by this Information Statement. This Information Statement is a part of, and does not contain all the information set forth in, the Registration Statement and the other exhibits and schedules to the Registration Statement. For further information with respect to us and our common stock, please refer to the Registration Statement, including its other exhibits and schedules. Statements we make in this Information Statement relating to any contract or other document are not necessarily complete, and you should refer to the exhibits attached to the Registration Statement for copies of the actual contract or document. You may review a copy of the Registration Statement, including its exhibits and schedules, at the SEC's public reference room, located at 100 F Street, N.E., Washington, D.C. 20549, as well as on the Internet website maintained by the SEC at www.sec.gov. Please call the SEC at 1-800-SEC-0330 for more information on the public reference room. Information contained on any website we refer to in this Information Statement does not and will not constitute a part of this Information Statement or the Registration Statement on Form 10 of which this Information Statement is a part.

As a result of the Spin-Off, we will become subject to the information and reporting requirements of the Exchange Act and, in accordance with the Exchange Act, we will file periodic reports, proxy statements and other information with the SEC.

You may request a copy of any of our filings with the SEC at no cost by writing us at the following address:

Investor Relations
Conduent Incorporated
233 Mount Airy Road, Suite 100
Basking Ridge, NJ 07920

We intend to furnish holders of our common stock with annual reports containing combined financial statements prepared in accordance with United States generally accepted accounting principles and audited and reported on by an independent registered public accounting firm.

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Xerox Corporation:

In our opinion, the accompanying combined balance sheets and the related combined statements of (loss) income, of comprehensive (loss) income, of changes in parent equity and of cash flows present fairly, in all material respects, the financial position of the Business Process Outsourcing ("BPO") Business of Xerox Corporation as of December 31, 2015 and 2014, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2015 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States) and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As disclosed in Note 1 to the combined financial statements, the BPO Business of Xerox Corporation changed the presentation and classification of deferred income taxes in 2015 in accordance with the adoption of the new accounting standard.

/S/ PRICEWATERHOUSECOOPERS LLP

PricewaterhouseCoopers LLP
Stamford, Connecticut
June 30, 2016

[Table of Contents](#)

BPO BUSINESS OF XEROX CORPORATION
COMBINED STATEMENTS OF (LOSS) INCOME

(in millions)	Year Ended December 31, 2015	2014	2013
Revenues			
Outsourcing	$6,609	$6,884	$6,830
Related party	53	54	49
Total Revenues	6,662	6,938	6,879
Costs and Expenses			
Cost of outsourcing	5,937	5,758	5,604
Related party cost of services	40	42	36
Research and development	52	46	40
Selling, administrative and general	699	659	661
Restructuring and asset impairment charges	159	21	18
Amortization of intangible assets	250	250	240
Related party interest	61	107	109
Other expenses, net	38	45	(36)
Total Costs and Expenses	7,236	6,928	6,672
(Loss) Income Before Income Taxes	(574)	10	207
Income tax (benefit) expense	(238)	(24)	72
(Loss) Income from Continuing Operations	(336)	34	135
(Loss) Income from discontinued operations, net of tax	(78)	(115)	47
Net (Loss) Income	$ (414)	$ (81)	$ 182

The accompanying notes are an integral part of these Combined Financial Statements.

BPO BUSINESS OF XEROX CORPORATION
COMBINED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME

(in millions)	Year Ended December 31, 2015	2014	2013
Net (Loss) Income	$(414)	$ (81)	$182
Other Comprehensive (Loss) Income, Net[1]:			
Translation adjustments, net	(60)	(44)	(29)
Unrealized gains (losses), net	1	(2)	(2)
Changes in defined benefit plans, net	7	(25)	4
Other Comprehensive Loss, Net	(52)	(71)	(27)
Comprehensive (Loss) Income, Net	$(466)	$(152)	$155

(1) Refer to Note 17—Other Comprehensive Loss for gross components of Other Comprehensive (Loss) Income, reclassification adjustments out of Accumulated Other Comprehensive Loss and related tax effects.

The accompanying notes are an integral part of these Combined Financial Statements.

Table of Contents

BPO BUSINESS OF XEROX CORPORATION
COMBINED BALANCE SHEETS

(in millions)	December 31, 2015	December 31, 2014
Assets		
Cash and cash equivalents	$ 140	$ 159
Accounts receivable, net	1,246	1,375
Assets of discontinued operations	—	1,260
Related party notes receivable	248	211
Other current assets	240	247
Total current assets	1,874	3,252
Land, buildings and equipment, net	280	291
Intangible assets, net	1,425	1,632
Goodwill	4,872	4,784
Other long-term assets	607	995
Total Assets	$9,058	$10,954
Liabilities and Net Parent Equity		
Short-term debt and current portion of long-term debt	$ 24	$ 268
Related party notes payable	1,132	2,240
Accounts payable	264	242
Accrued compensation and benefits costs	249	253
Unearned income	227	230
Liabilities of discontinued operations	—	371
Other current liabilities	845	535
Total current liabilities	2,741	4,139
Long-term debt	37	43
Pension and other benefit liabilities	153	172
Deferred taxes	764	958
Other long-term liabilities	201	231
Total Liabilities	3,896	5,543
Commitments and Contingencies (See Note 15)		
Net Parent Equity		
Net parent investment	5,343	5,540
Accumulated other comprehensive loss	(181)	(129)
Total Net Parent Equity	5,162	5,411
Total Liabilities and Net Parent Equity	$9,058	$10,954

The accompanying notes are an integral part of these Combined Financial Statements.

Table of Contents

BPO BUSINESS OF XEROX CORPORATION
COMBINED STATEMENTS OF CASH FLOWS

(in millions)	Year Ended December 31, 2015	2014	2013
Cash Flows from Operating Activities:			
Net (loss) income	$ (414)	$ (81)	$ 182
Adjustments required to reconcile net (loss) income to cash flows from operating activities:			
Depreciation and amortization	600	787	734
Provision for receivables	4	3	3
Deferred tax (benefit) expense	(115)	(123)	23
Net loss (gain) on sales of businesses and assets	100	183	(24)
Stock-based compensation	19	28	24
Restructuring and asset impairment charges	159	23	19
Payments for restructurings	(19)	(23)	(30)
Contributions to defined benefit pension plans	(8)	(15)	(16)
Decrease (increase) in accounts receivable	239	(44)	(203)
Increase in other current and long-term assets	(86)	(168)	(208)
Increase (decrease) in accounts payable and accrued compensation	22	—	(141)
Increase in other current and long-term liabilities	228	57	65
Net change in income tax assets and liabilities	(236)	38	(49)
Net cash provided by operating activities	493	665	379
Cash Flows from Investing Activities:			
Cost of additions to land, buildings and equipment	(167)	(249)	(240)
Proceeds from sales of land, buildings and equipment	1	1	40
Cost of additions to internal use software	(27)	(27)	(48)
Proceeds from sale of businesses	939	16	1
Acquisitions, net of cash acquired	(197)	(306)	(31)
Net (payments) proceeds on related party notes receivable	(37)	22	(20)
Other investing, net	2	(4)	(2)
Net cash provided by (used in) investing activities	514	(547)	(300)
Cash Flows from Financing Activities:			
Net proceeds on debt	36	112	84
Net payments on debt	(293)	(76)	(58)
Net payments on related party notes payable	(91)	(90)	(82)
Net transfers to parent	(672)	(36)	(11)
Excess tax benefits from stock-based compensation	6	10	2
Other financing	(1)	(10)	(1)
Net cash used in financing activities	(1,015)	(90)	(66)
Effect of exchange rate changes on cash and cash equivalents	(11)	(8)	(1)
(Decrease) increase in cash and cash equivalents	(19)	20	12
Cash and cash equivalents at beginning of year	159	139	127
Cash and Cash Equivalents at End of Year	$ 140	$ 159	$ 139

The accompanying notes are an integral part of these Combined Financial Statements.

Table of Contents

BPO BUSINESS OF XEROX CORPORATION
COMBINED STATEMENTS OF CHANGES IN PARENT EQUITY

(in millions)	Net Parent Investment	Accumulated Other Comprehensive Loss	Total Net Parent Equity
Balance at December 31, 2012	$ 5,439	$ (31)	$ 5,408
Net income	182	—	182
Translation adjustments, net	—	(29)	(29)
Unrealized loss, net	—	(2)	(2)
Changes in defined benefit plans, net	—	4	4
Net transfers from parent	16	—	16
Balance at December 31, 2013	$ 5,637	$ (58)	$ 5,579
Net loss	(81)	—	(81)
Translation adjustments, net	—	(44)	(44)
Unrealized loss, net	—	(2)	(2)
Changes in defined benefit plans, net	—	(25)	(25)
Net transfers to parent	(16)	—	(16)
Balance at December 31, 2014	$ 5,540	$ (129)	$ 5,411
Net loss	(414)	—	(414)
Translation adjustments, net	—	(60)	(60)
Unrealized gains, net	—	1	1
Changes in defined benefit plans, net	—	7	7
Net transfers from parent	217	—	217
Balance at December 31, 2015	$ 5,343	$ (181)	$ 5,162

The accompanying notes are an integral part of these Combined Financial Statements.

BPO BUSINESS OF XEROX CORPORATION
NOTES TO COMBINED FINANCIAL STATEMENTS
(in millions, except where otherwise noted)

Note 1—Basis of Presentation and Summary of Significant Accounting Policies

The Proposed Transaction

On January 29, 2016, Xerox Corporation (Xerox or Parent) announced plans for the complete legal and structural separation of the businesses constituting Xerox's business processing outsourcing business and related operations (BPO Business) from Xerox. To effect the separation, Xerox will first undertake a series of internal transactions, following which Conduent Incorporated will hold, directly or through its subsidiaries, the BPO Business. The separation will be completed by way of a pro rata distribution of Conduent Incorporated shares held by Xerox to Xerox's shareholders.

In these Combined Financial Statements, unless the context otherwise requires:

- "We," "our" and "us" refer to Xerox's Business Processing Outsourcing business and related operations, and
- "Spin-Off" refers to the transaction in which we will be separated from Xerox.

Completion of the Spin-Off is subject to the satisfaction or waiver of a number of conditions. In addition, Xerox has the right not to complete the Spin-Off if, at any time, Xerox's board of directors determines, in its sole and absolute discretion, that the Spin-Off is not in the best interests of Xerox or its shareholders, or is otherwise not advisable.

Description of Business

We are a $6.7 billion global enterprise and a leading provider of business process services with expertise in transaction-intensive processing, analytics and automation. We serve as a trusted business partner in both the front office and back office, enabling personalized, seamless interactions on a massive scale that improve end-user experience. We create value for our commercial and government clients by applying our expertise, technology and innovation to help them drive customer and constituent satisfaction and loyalty, increase process efficiency and respond rapidly to changing market dynamics. Our portfolio includes industry-focused service offerings in attractive growth markets such as healthcare and transportation, as well as multi-industry service offerings such as transaction processing, customer care and payment services.

Basis of Presentation

The Combined Financial Statements of the BPO Business have been derived from the Consolidated Financial Statements and accounting records of Xerox as if the BPO Business operated on a standalone basis during the periods presented and were prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP) and pursuant to the rules and regulations of the SEC. Historically, the BPO Business consisted of the Business Processing Outsourcing Operating segment within Xerox's reportable Services segment and did not operate as a separate, standalone company. Accordingly, Xerox has reported the financial position and the related results of operations, cash flows and changes in equity of the BPO Business in Xerox's Consolidated Financial Statements.

As the separate legal entities and divisions that make up the BPO Business were not historically held by a single legal entity, Total Net Parent Equity is shown in lieu of shareholder's equity in the Combined Financial Statements. Balances between the BPO Business and Xerox that were not historically settled in cash are included in Net Parent Investment. Net Parent Investment represents Xerox's interest in the recorded assets of the BPO Business and represents the cumulative investment by Xerox in the BPO Business through the dates presented, inclusive of operating results.

The Combined Financial Statements include the historical basis of assets, liabilities, revenues, and expenses of the individual businesses of Xerox's historical BPO Business including the joint ventures and partnerships over which the BPO Business has a controlling financial interest. The BPO Business uses the equity method to account for investments in business entities that it does not control if it is otherwise able to exercise significant influence over the entities operating and financial policies (generally 20% to 50% ownership). The Combined Financial Statements include certain assets and liabilities that are held by Xerox that are specifically identifiable or otherwise attributable to the BPO Business. All intercompany transactions and balances within the BPO Business have been eliminated.

Cash is managed centrally through bank accounts controlled and maintained by Xerox. Accordingly, cash and cash equivalents held by Xerox at the corporate level were not attributable to the BPO Business for any of the periods presented. Only cash amounts specifically attributable to the BPO Business are reflected in the Combined Balance Sheets. Transfers of cash, both to and from Xerox's centralized cash management system, are reflected as a component of Net Parent Investment in the Combined Balance Sheets and as a financing activity on the accompanying Combined Statements of Cash Flows. Historically, the BPO Business received or provided funding as part of Xerox's centralized treasury program.

Third-party debt obligations of Xerox and the corresponding financing costs related to those debt obligations, specifically those that relate to senior notes, term loans, commercial paper obligations and revolving credit facilities, have not been attributed to the BPO Business, as the BPO Business was not the legal obligor on the debt. The only third-party debt obligations included in these Combined Financial Statements are those for which the legal obligor is a legal entity within the BPO Business.

During the periods presented, the BPO Business functioned as part of the larger group of companies controlled by Xerox. Accordingly, Xerox performed certain corporate overhead functions for the BPO Business. Therefore, certain corporate costs, including compensation costs for corporate employees supporting the BPO Business, have been allocated from Xerox. These allocated costs are for corporate functions including, but not limited to, senior management, legal, human resources, finance and accounting, treasury, information technology, marketing and communication, internal audit and other shared services, which are not provided at the BPO Business level. Where possible, these costs were allocated based on direct usage, with the remainder allocated on a basis of cost, headcount, or other measures we have determined as reasonable. The Combined Financial Statements do not necessarily include all the expenses that would have been incurred or held by the BPO Business had it been a separate, standalone company. We expect to incur additional expenses as a separate, standalone publicly-traded company. It is not practicable to estimate actual costs that would have been incurred had the BPO Business been a separate standalone company during the periods presented. Allocations for management costs and corporate support services provided to the BPO Business totaled $170, $175 and $173 for the three years ended December 31, 2015.

The management of the BPO Business believes the assumptions underlying the Combined Financial Statements, including the assumptions regarding the allocated expenses, reasonably reflect the utilization of services provided to or the benefit received by the BPO Business during the periods presented. Nevertheless, the Combined Financial Statements may not be indicative of the BPO Business's future performance, and do not necessarily include all of the actual expenses that would have been incurred by the BPO Business and may not reflect the results of operations, financial position, and cash flows of the BPO Business had the BPO Business been a separate, standalone company during the periods presented.

Operations of the BPO Business are included in the consolidated U.S. federal, and certain state and local and foreign income tax returns filed by Xerox, where applicable. The BPO Business also files certain separate state and local and foreign income tax returns. Income tax expense and other income tax related information contained in the Combined Financial Statements are presented on a separate return basis as if the BPO Business filed its own tax returns. The income taxes of the BPO Business as presented in the Combined Financial Statements may not be indicative of the income taxes that the BPO Business will generate in the future. In jurisdictions where the

BPO Business has been included in the tax returns filed by Xerox, any income taxes payable resulting from the related income tax provisions have been reflected in the balance sheet within "Net Parent Investment."

For convenience and ease of reference, we refer to the financial statement caption "(Loss) Income Before Income Taxes" as "pre-tax (loss) income" throughout the Notes to the Combined Financial Statements.

Discontinued Operations

In 2014, we announced an agreement to sell our Information Technology Outsourcing (ITO) business to Atos SE (Atos). As a result of this agreement, we reported the ITO business as held for sale and a Discontinued Operation up through its date of sale on June 30, 2015. In 2014 we also completed the disposal of Truckload Management Services (TMS) which was also reported as a Discontinued Operation. All prior period results have been reclassified to conform to the presentation of these businesses as Discontinued Operations. Refer to Note 4 – Divestitures for additional information regarding Discontinued Operations.

Use of Estimates

The preparation of our Combined Financial Statements requires that we make estimates and assumptions that affect the reported amounts of assets and liabilities, as well as the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Future events and their effects cannot be predicted with certainty; accordingly, our accounting estimates require the exercise of judgment. The accounting estimates used in the preparation of our Combined Financial Statements will change as new events occur, as more experience is acquired, as additional information is obtained and as our operating environment changes. Our estimates are based on management's best knowledge of current events, historical experience, actions that we may undertake in the future and on various other assumptions that are believed to be reasonable under the circumstances. As a result, actual results may be different from these estimates.

The following table summarizes certain costs and expenses of a recurring nature that require management estimates for the three years ended December 31, 2015:

	Year Ended December 31,		
Expense/(Income)	2015	2014	2013
Corporate allocations	$ 170	$ 175	$ 173
Provisions for restructuring and asset impairments – continuing operations	159	21	18
Provisions for restructuring and asset impairments – discontinued operations	—	2	1
Provision for receivables	4	3	3
Provisions for litigation and regulatory matters	18	38	—
Depreciation of buildings and equipment(1)	126	145	145
Amortization of internal use software(1)	51	52	52
Amortization of product software	65	58	39
Amortization of acquired intangible assets(1)	250	250	240
Amortization of customer contract costs(1)	108	122	100
Income tax (benefit) expense – continuing operations	(238)	(24)	72
Income tax expense – discontinued operations	81	7	25

(1) Excludes amounts related to our ITO business, which was reported as a Discontinued Operation through its date of sale on June 30, 2015. Refer to Note 4 – Divestitures for additional information regarding this sale.

Changes in Estimates

In the ordinary course of accounting for the items discussed above, we make changes in estimates as appropriate and as we become aware of new or revised circumstances surrounding those estimates. Such changes and refinements in estimation methodologies are reflected in reported results of operations in the period in which the changes are made and, if material, their effects are disclosed in the Notes to the Combined Financial Statements and in Management's Discussion and Analysis of Financial Condition and Results of Operations.

New Accounting Standards and Accounting Changes

Except for the Accounting Standard Updates (ASU's) discussed below, the new ASU's issued by the FASB through December 31, 2015, did not have a significant impact on the BPO Business.

Revenue Recognition

In May 2014, the FASB issued **ASU 2014-09**, ***Revenue from Contracts with Customers (Topic 606)***, to supersede nearly all existing revenue recognition guidance under U.S. GAAP. The core principle of ASU 2014-09 is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. ASU 2014-09 defines a five step process to achieve this core principle and, in doing so, it is possible more judgment and estimates may be required within the revenue recognition process than required under existing U.S. GAAP, including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. ASU 2014-09 is effective for our fiscal year beginning January 1, 2018, with early adoption permitted for fiscal years beginning January 1, 2017. The standard will be adopted using either of two methods: (i) retrospective to each prior reporting period presented with the option to elect certain practical expedients as defined within ASU 2014-09; or (ii) retrospective with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application and providing certain additional disclosures as defined per ASU 2014-09. We are evaluating the impact of our pending adoption of ASU 2014-09 on our Combined Financial Statements.

Accounting for Income Taxes: Balance Sheet Presentation of Deferred Taxes

In November 2015, the FASB issued **ASU 2015-17**, ***Income Taxes: Balance Sheet Classification of Deferred Taxes***. This update, which simplifies the presentation of deferred income taxes, requires that deferred tax liabilities and assets be classified as non-current in a classified statement of financial position. As allowed by the update, we early adopted ASU 2015-17 effective December 31, 2015 on a prospective basis. Adoption of this update resulted in a reclassification of our net current deferred tax assets and liabilities to the net non-current deferred tax assets and liabilities in our Combined Balance Sheet as of December 31, 2015. Prior periods were not retrospectively adjusted. The current requirement that deferred tax liabilities and assets of a tax-paying component (jurisdiction) of an entity be offset and presented as a single amount is not affected by this update.

Discontinued Operations

In April 2014, the FASB issued **ASU 2014-08**, ***Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity***. The update changes the requirements for reporting discontinued operations in Subtopic 205-20. A discontinued operation may include a component of an entity or a group of components of an entity, or a business. A disposal of a component of an entity or a group of components of an entity is required to be reported in discontinued operations if the disposal represents a strategic shift that has (or will have) a major effect on an entity's operations and financial results. Examples include a disposal of a major geographic area, a major line of business or a major equity method investment. Additionally, the update requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income and expenses of discontinued operations. This update was effective prospectively for our fiscal year beginning January 1, 2015. The standard primarily involves presentation and disclosure and, therefore, is not expected to have a material impact on our financial condition, results of operations or cash flows.

Service Concession Arrangements

In January 2014, the FASB issued **ASU 2014-05**, ***Service Concession Arrangements (Topic 853)***. This update specifies that an entity should not account for a service concession arrangement within the scope of this update as a lease in accordance with Topic 840, Leases. The update was effective for our fiscal year beginning January 1, 2015. The adoption of this standard did not have a material effect on our financial condition, results of operation or cash flows.

Other Updates

In 2015 and 2014, the FASB also issued the following Accounting Standards Updates which are not expected to have a material impact on our financial condition, results of operations or cash flows when adopted in future periods. Those updates are as follows:

- ***Business Combinations*:** **ASU 2015-16, *Accounting for Measurement Period Adjustments in a Business Combination***, which is effective for our fiscal year beginning January 1, 2016.
- ***Fair Value Measurements*:** **ASU 2015-07, *Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)***, which is effective for our fiscal year beginning January 1, 2016.
- ***Intangibles – Goodwill and Other – Internal Use Software*:** **ASU 2015-05, *Intangibles-Goodwill and Other-Internal Use Software – Customer's Accounting for Fees Paid in a Cloud Computing Arrangement***, which is effective for our fiscal year beginning January 1, 2016.
- ***Interest*:** **ASU 2015-03**, ***Interest – Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs***, which is effective for our fiscal year beginning January 1, 2016.
- ***Consolidation*:** **ASU 2015-02**, ***Consolidation (Topic 810): Amendments to the Consolidation Analysis***. This update is effective for our fiscal year beginning January 1, 2016 with early adoption permitted, and is applied on a modified retrospective basis.
- ***Derivatives and Hedging*:** **ASU 2014-16**, ***Derivatives and Hedging (Topic 815) – Determining Whether the Host Contract in a Hybrid Financial Instrument Issued in the Form of a Share Is More Akin to Debt or to Equity***, which is effective for our fiscal year beginning January 1, 2016.
- ***Disclosures of Going Concern Uncertainties*:** **ASU 2014-15**, ***Presentation of Financial Statements – Going Concern (Subtopic 205-40); Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern***, which is effective for our fiscal year ending December 31, 2016.
- ***Stock Compensation*:** **ASU 2014-12**, ***Compensation – Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide that a Performance Target Could be Achieved after the Requisite Service Period***, which is effective for our fiscal year beginning January 1, 2016.

Summary of Accounting Policies

Revenue Recognition

We primarily generate revenue through services. Revenue is recognized when it is realized or realizable and earned. We consider revenue realized or realizable and earned when we have persuasive evidence of an arrangement, delivery has occurred, the transaction price is fixed or determinable and collectibility is reasonably assured. Delivery does not occur until services have been provided to the customer, risk of loss has transferred to the customer, and either customer acceptance has been obtained, customer acceptance provisions have lapsed, or the company has objective evidence that the criteria specified in the customer acceptance provisions have been satisfied. The transaction price is not considered to be fixed or determinable until all contingencies related to the sale have been resolved.

Outsourcing Services: Revenues associated with outsourcing services are generally recognized as services are rendered, which is generally on the basis of the number of accounts or transactions processed. In service arrangements where final acceptance of a system or solution by the customer is required, revenue is deferred until all acceptance criteria have been met. Revenues on cost reimbursable contracts are recognized by applying an estimated factor to costs as incurred, determined by the contract provisions and prior experience. Revenues on unit-price contracts are recognized at the contractual selling prices as work is completed and accepted by the customer. Revenues on time and material contracts are recognized at the contractual rates as the labor hours and direct expenses are incurred.

Revenues on certain fixed price contracts where we provide system development and implementation services are recognized over the contract term based on the percentage of development and implementation services that are provided during the period compared with the total estimated development and implementation services to be provided over the entire contract using the percentage-of-completion accounting methodology. These services require that we perform significant, extensive and complex design, development, modification or implementation of our customers' systems. Performance will often extend over long periods, and our right to receive future payment depends on our future performance in accordance with the agreement.

The percentage-of-completion methodology involves recognizing probable and reasonably estimable revenue using the percentage of services completed, on a current cumulative cost to estimated total cost basis, using a reasonably consistent profit margin over the period.

Revenues earned in excess of related billings are accrued, whereas billings in excess of revenues earned are deferred until the related services are provided. We recognize revenues for non-refundable, upfront implementation fees on a straight-line basis over the period between the initiation of the ongoing services through the end of the contract term.

In connection with our services arrangements, we incur and capitalize costs to originate these long-term contracts and to perform the migration, transition and setup activities necessary to enable us to perform under the terms of the arrangement. Certain initial direct costs of an arrangement are capitalized and amortized over the contractual service period of the arrangement to cost of services. From time to time, we also provide inducements to customers in various forms, including contractual credits, which are capitalized and amortized as a reduction of revenue over the term of the contract.

Spending associated with customer-related deferred set-up/transition and inducement costs for the three years ended December 31, 2015 were as follows:

	Year Ended December 31,		
	2015	2014	2013
Set-up/transition and inducement expenditures	$ 65	$ 81	$ 108

The net capitalized amount of customer contract costs at December 31, 2015 and 2014 were as follows:

	Year Ended December 31,	
	2015	2014
Capitalized customer contract costs, net(1)	$ 170	$ 213

(1) The balance at December 31, 2015 of $170 is expected to be amortized over a weighted average period of approximately 8 years, and amortization expense in 2016 is expected to be approximately $72.

Long-lived assets used in the fulfillment of the arrangements are capitalized and depreciated over the shorter of their useful life or the term of the contract if an asset is contract specific.

Equipment and Software: Our outsourcing services contracts may also include the sale of equipment and software that does not require significant modification. Revenues from the sale of equipment are generally recognized at the time of sale and delivery to the customer. Software sold in connection with our outsourcing services is accounted for as a separate deliverable or element. In most cases, these software products include software maintenance as well as unspecified upgrades or enhancements on a when-and-if-available basis. Revenue allocated to software is normally recognized upon delivery while revenue allocated to the software maintenance element is recognized ratably over the term of the arrangement.

Other Revenue Recognition Policies

Multiple Element Arrangements: As described above, we enter into the following revenue arrangements that may consist of multiple deliverables including contracts for multiple types of outsourcing services, as well as professional and value-added services. For instance, we may contract for an implementation or development project and also provide services to operate the system which we implement or develop over a period of time; or we may contract to scan, manage and store customer documents.

In substantially all of our multiple element arrangements, we are able to separate the deliverables since we normally will meet both of the following criteria:

- The delivered item(s) has value to the customer on a stand-alone basis; and
- If the arrangement includes a general right of return relative to the delivered item(s), delivery or performance of the undelivered item(s) is considered probable and substantially in our control.

Consideration in a multiple-element arrangement is allocated at the inception of the arrangement to all deliverables on the basis of the relative selling price. When applying the relative selling price method, the selling price for each deliverable is primarily determined based on Vendor-Specific Objective Evidence or third-party evidence (TPE) of the selling price. The above noted revenue recognition policies are then applied to each separated deliverable, as applicable.

Revenue Reporting: Revenue from sales of third-party vendor products or services is recorded net of costs when the company is acting as an agent between the customer and the vendor or supplier, and gross when the company is a principal to the transaction. Several factors are considered to determine whether the company is an agent or principal, most notably whether the company is the primary obligor to the customer, or has inventory risk. Consideration is also given to whether the company adds meaningful value to the vendor’s product or service, was involved in the selection of the vendor’s product or service, has latitude in establishing the sales price or has credit risk.

Revenue-based Taxes: We report revenue net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions. The primary revenue-based taxes are sales tax and value-added tax (VAT).

Other Significant Accounting Policies

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, including money market funds, and investments with original maturities of three months or less.

Receivable Sales

We transfer certain portions of our receivable portfolios to third parties and normally account for those transfers as sales based on meeting the criteria for derecognition in accordance with ASC Topic 860 “Transfer and

Servicing" of Financial Assets. The loss on the sale of receivables depends, in part, on both (a) the cash proceeds and (b) the net non-cash proceeds received or paid. Refer to Note 5—Accounts Receivable, Net for more details on our receivable sales.

Land, Buildings and Equipment and Equipment on Operating Leases

Land, buildings and equipment are recorded at cost. Buildings and equipment are depreciated over their estimated useful lives. Leasehold improvements are depreciated over the shorter of the lease term or the estimated useful life. Equipment on operating leases is depreciated to estimated salvage value over the lease term. Depreciation is computed using the straight-line method. Significant improvements are capitalized and maintenance and repairs are expensed. Refer to Note 6—Land, Buildings, Equipment and Software, Net for further discussion.

Software—Internal Use and Product

We capitalize direct costs associated with developing, purchasing or otherwise acquiring software for internal use and amortize these costs on a straight-line basis over the expected useful life of the software, beginning when the software is implemented (Internal Use Software). Costs incurred for upgrades and enhancements that will not result in additional functionality are expensed as incurred. Amounts expended for Internal Use Software are included in Cash Flows from Investing.

We also capitalize certain costs related to the development of software solutions to be sold to our customers upon reaching technological feasibility (Product Software). These costs are amortized on a straight-line basis over the estimated economic life of the software. Amounts expended for Product Software are included in Cash Flows from Operations. We perform periodic reviews to ensure that unamortized Product Software costs remain recoverable from estimated future operating profits (net realizable value or NRV). Costs to support or service licensed software are charged to Costs of services as incurred.

Refer to Note 6—Land, Buildings, Equipment and Software, Net for further information.

Goodwill and Other Intangible Assets

Goodwill represents the excess of the purchase price over the fair value of acquired net assets in a business combination, including the amount assigned to identifiable intangible assets. The primary drivers that generate goodwill are the value of synergies between the acquired businesses and the company and the acquired assembled workforce, neither of which qualifies as an identifiable intangible asset. Goodwill is not amortized, but rather is tested for impairment annually, or more frequently if an event or circumstance indicates that an impairment loss may have been incurred.

Impairment testing for goodwill is done at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment (a "component") if the component constitutes a business for which discrete financial information is available, and segment management regularly reviews the operating results of that component.

When testing goodwill for impairment, we may assess qualitative factors for some or all of our reporting units to determine whether it is more-likely-than-not (that is, a likelihood of more than 50 percent) that the fair value of a reporting unit is less than its carrying amount, including goodwill. Alternatively, we may bypass this qualitative assessment for some or all of our reporting units and perform a detailed quantitative test of impairment (Step 1). If we perform the detailed quantitative impairment test and the carrying amount of the reporting unit exceeds its fair value, we would perform an analysis (Step 2) to measure such impairment. In 2015, we elected to proceed to the quantitative assessment of the recoverability of our goodwill balances for each of our reporting units in performing our annual impairment test. Based on our quantitative assessments, we concluded that the fair values of each of our reporting units in 2015 exceeded their carrying values, and no impairments were identified.

Other intangible assets primarily consist of assets obtained in connection with business acquisitions, including installed customer base and distribution network relationships, patents on existing technology and trademarks. We apply an impairment evaluation whenever events or changes in business circumstances indicate that the carrying value of our intangible assets may not be recoverable. Other intangible assets are amortized on a straight-line basis over their estimated economic lives. We believe that the straight-line method of amortization reflects an appropriate allocation of the cost of the intangible assets to earnings in proportion to the amount of economic benefits obtained annually by the BPO Business.

Refer to Note 7—Goodwill and Intangible Assets, Net for further information.

Impairment of Long-Lived Assets

We review the recoverability of our long-lived assets, including buildings, equipment, internal use software and other intangible assets, when events or changes in circumstances occur that indicate that the carrying value of the asset may not be recoverable. The assessment of possible impairment is based on our ability to recover the carrying value of the asset from the expected future pre-tax cash flows (undiscounted and without interest charges) of the related operations. If these cash flows are less than the carrying value of such asset, an impairment loss is recognized for the difference between estimated fair value and carrying value. Our primary measure of fair value is based on discounted cash flows.

Pension Obligations

We sponsor various forms of defined benefit pension plans in several countries covering employees who meet eligibility requirements. We employ a delayed recognition feature in measuring the costs associated with our pension benefit plans. This requires changes in the benefit obligations and changes in the value of assets set aside to meet those obligations to be recognized not as they occur, but systematically and gradually over subsequent periods. All changes are ultimately recognized as components of net periodic benefit cost, except to the extent they may be offset by subsequent changes. At any point, changes that have been identified and quantified but not recognized as components of net periodic benefit cost, are recognized in Accumulated Other Comprehensive Loss, net of tax.

Several statistical and other factors that attempt to anticipate future events are used in calculating the expense, liability and asset values related to our pension plans. These factors include assumptions we make about the discount rate, expected return on plan assets, the rate of future compensation increases and mortality. In calculating the expected return on the plan asset component of our net periodic pension cost, we apply our estimate of the long-term rate of return on the plan assets that support our pension obligations.

The expected rate of return on plan assets is the long-term rate of return we expect to earn on plan assets. When estimating the expected rate of return, in addition to assessing recent performance, we consider the historical returns earned on plan assets, the rates of return expected in the future, particularly in light of current economic conditions, and our investment strategy and asset mix with respect to the plans' funds. The expected rate of return on plan assets is reviewed annually and revised, as necessary, to reflect changes in financial markets and our investment strategy.

The discount rate is used to present value our future anticipated benefit obligations. The discount rate reflects the current rate at which benefit liabilities could be effectively settled considering the timing of expected payments for plan participants. In estimating our discount rate, we consider rates of return on high-quality fixed-income investments adjusted to eliminate the effects of call provisions, as well as the expected timing of pension and other benefit payments.

Each year, the difference between the actual return on plan assets and the expected return on plan assets, as well as increases or decreases in the benefit obligation as a result of changes in the discount rate and other actuarial assumptions, are added to or subtracted from any cumulative actuarial gain or loss from prior years. This amount is the net actuarial gain or loss recognized in Accumulated other comprehensive loss. We amortize net actuarial gains and losses as a component of net pension cost for a year if, as of the beginning of the year, that net gain or loss (excluding asset gains or losses that have not been recognized in market-related value) exceeds 10% of the greater of the projected benefit obligation or the market-related value of plan assets (the "corridor" method). This determination is made on a plan-by-plan basis. If amortization is required for a particular plan, we amortize the applicable net gain or loss in excess of the 10% threshold on a straight-line basis in net periodic pension cost over the remaining service period of the employees participating in that pension plan. In plans where substantially all participants are inactive, the amortization period for the excess is the average remaining life expectancy of the plan participants.

Refer to Note 13—Employee Benefit Plans for further information regarding our Pension Obligations.

Income Taxes

Income taxes are recorded based on amounts refundable or payable and include the results of any difference between U.S. GAAP accounting and tax reporting, recorded as deferred tax assets or liabilities. We estimate deferred tax assets and liabilities based on current tax laws, regulations and rates. Changes in tax laws, regulations and rates may affect recorded deferred tax assets and liabilities in the future.

Management establishes valuation allowances on deferred tax assets when it is determined "more-likely-than-not" that some portion or all of the deferred tax assets may not be realized. Management considers positive and negative evidence in evaluating the ability of the BPO Business to realize its deferred tax assets, including its historical results and forecasts of future ability to realize its deferred tax assets, including projected future taxable income, the expected timing of the reversals of existing temporary differences and tax planning strategies.

We are subject to ongoing tax examinations and assessments in various jurisdictions. The BPO Business has unrecognized tax benefits for uncertain tax positions. The BPO Business follows U.S. GAAP which prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Our ongoing assessments of the more-likely-than-not outcomes of the examinations and related tax positions require judgment and can materially increase or decrease our effective tax rate, as well as impact our operating results.

Refer to Note 14—Income and Other Taxes for further discussion.

Foreign Currency Translation and Re-measurement

The functional currency for most foreign operations is the local currency. Net assets are translated at current rates of exchange and income, expense and cash flow items are translated at average exchange rates for the applicable period. The translation adjustments are recorded in Accumulated other comprehensive loss.

The U.S. Dollar is used as the functional currency for certain foreign subsidiaries that conduct their business in U.S. Dollars. A combination of current and historical exchange rates is used in re-measuring the local currency transactions of these subsidiaries and the resulting exchange adjustments are recorded in Currency (gains) and losses within Other expenses, net together with other foreign currency remeasurements.

Note 2—Segment Reporting

Our reportable segments correspond to how we organize and manage the business and are aligned to the industries in which our clients operate. All of our segments involve the delivery of business process services and include service arrangements where we manage a customer's business activity or process. We report our financial performance based on the following three primary reportable segments:

- Commercial Industries
- Healthcare
- Public Sector

Commercial Industries: Our Commercial Industries segment provides business process services and customized solutions to clients in a variety of industries (other than healthcare). Across the Commercial Industries segment, we deliver end-to-end business-to-business and business-to-customer services that enable our clients to optimize their key processes. Our multi-industry competencies include customer care, human resource management and finance and accounting services. These services are complemented by innovative industry-specific services such as personalized product information for the automotive industry; digitized source-to-pay solutions for clients in the manufacturing industry; customer experience and marketing services for clients in the retail industry; mortgage and consumer loan processing for clients in the financial services industry and customized workforce learning solutions for clients in the aerospace industry.

Healthcare: Our Healthcare segment provides industry-centric business process services to clients across the healthcare industry, including providers, payers, employers, pharmaceutical and life science companies and government agencies. Through this segment we offer innovative services and subject matter expertise to clients. We strive to enable our healthcare clients to focus on improving the patient care experience, lowering total costs and enabling better long-term health outcomes.

Public Sector: Our Public Sector segment provides government-centric business process services to U.S. federal, state and local and foreign governments for transportation, public assistance, program administration, transaction processing and payment services.

Other: Other includes our Government Health Enterprise Medicaid Platform business, where we are limiting our focus to implementing and maintaining systems for our current Health Enterprise clients, and our Student Loan business, which is in run-off. Other also includes non-allocated expenses as well as inter-segment eliminations.

Table of Contents

Selected financial information for our reportable segments is as follows:

	Year Ended December 31,				
	Commercial Industries	Healthcare	Public Sector	Other(1)	Total
2015					
Revenue	$ 2,822	$ 1,746	$1,723	$ 318	$6,609
Related party revenue	51	2	—	—	53
Inter-segment revenue	23	2	4	(29)	—
Total Segment Revenue	$ 2,896	$ 1,750	$1,727	$ 289	$6,662
Depreciation and amortization(2)	$ 119	$ 64	$ 84	$ 83	$ 350
Segment profit (loss)	69	157	200	(489)	(63)
2014					
Revenue	$ 2,881	$ 1,738	$1,763	$ 502	$6,884
Related party revenue	51	3	—	—	54
Inter-segment revenue	21	2	4	(27)	—
Total Segment Revenue	$ 2,953	$ 1,743	$1,767	$ 475	$6,938
Depreciation and amortization(2)	$ 126	$ 101	$ 79	$ 71	$ 377
Segment profit (loss)	152	138	206	(49)	447
2013					
Revenue	$ 2,737	$ 1,695	$1,771	$ 627	$6,830
Related party revenue	47	2	—	—	49
Inter-segment revenue	87	12	9	(108)	—
Total Segment Revenue	$ 2,871	$ 1,709	$1,780	$ 519	$6,879
Depreciation and amortization(2)	$ 122	$ 78	$ 65	$ 71	$ 336
Segment profit	168	122	225	23	538

(1) *Other results for 2015 include a charge of $389 related to our Health Enterprise platform implementations in California and Montana. $116 of the charge was recorded as a reduction to revenues and the remainder of $273 was recorded to Cost of outsourcing.*

(2) *Depreciation and amortization excludes amortization of intangible assets—see reconciliation below for amounts—as well as depreciation and amortization associated with Discontinued Operations. Refer to Note 4—Divestitures for amounts.*

The following is a reconciliation of segment (loss) profit to pre-tax (loss) income:

Segment (Loss) Profit Reconciliation to Pre-tax (Loss) Income	Year Ended December 31, 2015	2014	2013
Total Segment (Loss) Profit	$ (63)	$ 447	$ 538
Reconciling items:			
Amortization of intangible assets	(250)	(250)	(240)
Restructuring and related costs(1)	(162)	(35)	(18)
Related party interest	(61)	(107)	(109)
Other expenses, net	(38)	(45)	36
Pre-tax (Loss) Income	$(574)	$ 10	$ 207

(1) *Restructuring and asset impairment charges were $159, $21 and $18 for the years ended December 31, 2015, 2014 and 2013, respectively, and Business transformation costs were $3 and $14 for the years ended December 31, 2015 and 2014, respectively. Business transformation costs represent incremental costs*

incurred directly in support of our business transformation and restructuring initiatives such as compensation costs for overlapping staff, consulting costs and training costs. Business transformation costs were not applicable in 2013.

Geographic area data is based upon the location of the subsidiary reporting the revenue or long-lived assets and is as follows for the three years ended December 31:

	Revenues			Long-Lived Assets(1)	
	2015	2014	2013	2015	2014
United States	$5,166	$5,210	$5,342	$ 393	$ 576
Europe	797	955	804	42	70
Other areas	699	773	733	71	83
Total Revenues and Long-Lived Assets	$6,662	$6,938	$6,879	$ 506	$ 729

(1) Long-lived assets are comprised of (i) Land, buildings and equipment, net, (ii) Internal use software, net and (iii) Product software, net.

Note 3—Acquisitions

2015 Acquisitions

In September 2015, we acquired **RSA Medical LLC (RSA Medical),** for approximately $141 in cash. RSA Medical is a leading provider of health assessment and risk management for members interacting with health and life insurance companies. The acquisition of RSA Medical expands our portfolio of healthcare service offerings to payers and life insurers, using predictive analytics to enhance member outreach services aimed at improving overall population health. RSA Medical is included in our Healthcare segment. The purchase price adjustment for this acquisition has not been finalized.

In September 2015, we acquired **inVentive Patient Access Solutions (iPAS)**, an inVentiv Health company, for approximately $15 in cash. This acquisition expands our portfolio of pharmaceutical services with an offering to help pharmaceutical companies drive product adoption and support patients in minimizing and eliminating financial and reimbursement hurdles. iPAS is included in our Healthcare segment. The purchase price adjustment for this acquisition has not been finalized.

In May 2015, we acquired **Healthy Communities Institute Corporation (HCI)**, for approximately $13 in cash. HCI provides a leading cloud platform that puts socioeconomic and community health information at the fingertips of hospitals, public health agencies and community coalitions. HCI is included in our Healthcare segment.

In January 2015, we acquired **Intellinex LLC (Intellinex)**, formerly Intrepid Learning Solutions, Inc., for $28 in cash. Intellinex provides outsourced learning services primarily in the aerospace manufacturing and technology industries. The acquisition of Intellinex solidifies our position as a leading provider of end-to-end outsourced learning services, and adds key vertical market expertise in the aerospace industry. Intellinex is included in our Commercial Industries segment.

2015 Summary

All of our 2015 acquisitions resulted in 100% ownership of the acquired companies. The operating results of the acquired companies described above are not material to our Combined Financial Statements and are included within our results from their respective acquisition dates. Our 2015 acquisitions contributed aggregate revenues of approximately $40 to our 2015 total revenues from their respective acquisition dates. The purchase prices for all acquisitions were primarily allocated to intangible assets and goodwill based on third-party valuations and management's estimates. The primary elements that generated the goodwill are the value of synergies and the acquired assembled workforce. Approximately 60% of the goodwill recorded in 2015 is expected to be deductible for tax purposes. Refer to Note 7—Goodwill and Intangible Assets, Net for additional information.

The following table summarizes the purchase price allocations for our 2015 acquisitions as of the acquisition dates:

	Weighted-Average Life (Years)	Total 2015 Acquisitions
Accounts/finance receivables		$ 7
Intangible assets:		
Customer relationships	9	44
Trademarks	3	1
Non-compete agreements	4	2
Software	4	7
Goodwill		145
Other assets		10
Total Assets Acquired		216
Liabilities assumed		(19)
Total Purchase Price		$ 197

2014 and 2013 Acquisitions

In September 2014, we acquired **Consilience Software, Inc. (Consilience)** for approximately $25 in cash. Consilience provides case management and workflow automation software solutions to the public sector. Consilience's proprietary Maven Case Management software system uses data and process analytics to help government agencies extract more value from their information. The intelligent case management system automates workflows for document and labor-intensive processes and integrates previously siloed legacy systems for accelerated decision-making. Consilience is included in our Public Sector segment.

In May 2014, we acquired **ISG Holdings, Inc. (ISG)** for approximately $225 in cash. The acquisition of ISG enhances our Healthcare segment by providing a comprehensive workers' compensation suite of offerings to the property and casualty sector. In addition, the acquisition expands our services to property and casualty insurance carriers, third-party administrators, managed care services providers, governments and self-administered employers who require comprehensive reviews of medical bills and implementation of care management plans stemming from workers' compensation claims. ISG is included in our Healthcare segment.

In January 2014, we acquired **Invoco Holding GmbH (Invoco)**, a German company, for approximately $54 (€40 million) in cash. The acquisition of Invoco expands our European customer care services and provides our global customers immediate access to German-language customer care services and provides Invoco's existing customers access to our broad business process outsourcing capabilities. Invoco is included in our Commercial Industries segment.

In August 2013, we acquired **CPAS Systems Inc. (CPAS),** a Toronto-based company providing pension administration software to the private and public sectors, for approximately $12 in cash. CPAS software simplifies administration and recordkeeping for defined benefit, defined contribution and hybrid retirement savings plans as well as health, welfare and group life insurance premiums. CPAS is included in our Public Sector segment.

In May 2013, we acquired **LearnSomething, Inc.**, a Tallahassee, Florida-based company, for approximately $13 in cash. LearnSomething, Inc. is the leading provider of custom e-learning solutions and consumer education for the food, drug and healthcare industries. LearnSomething is included in our Healthcare segment.

We acquired one additional business in both 2014 and 2013 for $2 and $6, respectively, in cash, primarily related to customer care and software to support our service offerings.

2014 and 2013 Summary

All of our 2014 and 2013 acquisitions resulted in 100% ownership of the acquired companies. The operating results of the 2014 and 2013 acquisitions described above were not material to our Combined Financial Statements and were included within our results from the respective acquisition dates. The purchase prices for all acquisitions were primarily allocated to intangible assets and goodwill based on third-party valuations and management's estimates. Refer to Note 7—Goodwill and Intangible Assets, Net for additional information. Our 2014 acquisitions contributed aggregate revenues from their respective acquisition dates of approximately $183 and $130 to our 2015 and 2014 total revenues, respectively. Our 2013 acquisitions contributed aggregate revenues from their respective acquisition dates of approximately $14, $17 and $7 to our 2015, 2014 and 2013 total revenues, respectively.

Contingent Consideration

In connection with certain acquisitions, we are obligated to make contingent payments if specified contractual performance targets are achieved. Contingent consideration obligations are recorded at their respective fair value. As of December 31, 2015, the maximum aggregate amount of outstanding contingent obligations to former owners of acquired businesses was approximately $31, of which $25 was accrued representing the estimated fair value of this obligation.

Note 4—Divestitures

Information Technology Outsourcing (ITO)

In December 2014, Xerox announced an agreement to sell our **ITO** business to Atos and we began reporting it as a Discontinued Operation. All prior periods were accordingly revised to conform to this presentation. The sale was completed on June 30, 2015. The final sale price of approximately $940 ($930 net of cash sold) reflects closing adjustments, including an adjustment for changes in net asset values and additional proceeds for the condition of certain assets at the closing. Atos also assumed approximately $85 of capital lease obligations and pension liabilities. Net after-tax proceeds are estimated to be approximately $850, which reflects expected cash taxes as well as our transaction and transition costs associated with the disposal. The ITO business included approximately 9,600 employees in 42 countries, who were transferred to Atos upon closing.

In 2014, we recorded a net pre-tax loss of $181 related to the pending sale, reflecting the write-down of the carrying value of the ITO disposal group, inclusive of goodwill, to its estimated fair value less costs to sell. In 2015, we recorded an additional net pre-tax loss of $77 primarily at closing related to an adjustment of the sales price and related expenses associated with the disposal, as well as reserves for certain obligations and indemnifications we retained as part of the final closing negotiations. In addition, we recorded additional tax expense of $52 primarily related to the difference between the book basis and tax basis of allocated goodwill, which could only be recorded upon final disposal of the business.

In February 2016, we reached an agreement with Atos on the final adjustments to the closing balance of net assets sold as well as the settlement of certain indemnification claims, and recorded an additional pre-tax loss on the disposal in 2015 of $24 ($14 after-tax). The additional loss was recorded in 2015 as the 2015 financial statements had not yet been issued when the agreement was reached with Atos. In 2016, we paid Atos approximately $52, representing a $28 adjustment to the final sales price as a result of this agreement and a payment of $24 due from closing. The payment will be reflected in 2016 Investing cash flows as an adjustment of the sales proceeds.

Other Discontinued Operations

In May 2014, we sold our **Truckload Management Services, Inc. (TMS)** business for $15 and recorded a net pre-tax loss on disposal of $1. TMS provided document capture and submission solutions as well as campaign management, media buying and digital marketing services to the long haul trucking and transportation industry.

Summarized financial information for our Discontinued Operations is as follows:

	Year Ended December 31,								
	2015			2014			2013		
	ITO	TMS	Total	ITO	TMS	Total	ITO	TMS	Total
Revenues	$ 619	$ —	$ 619	$1,320	$ 18	$1,338	$1,335	$ 45	$1,380
Income from operations(1),(2)	$ 104	$ —	$ 104	$ 74	$—	$ 74	$ 70	$ 2	$ 72
Loss on disposal	(101)	—	(101)	(181)	(1)	(182)	—	—	—
Net income (loss) before income taxes	3	—	3	(107)	(1)	(108)	70	2	72
Income tax expense	(81)	—	(81)	(5)	(2)	(7)	(24)	(1)	(25)
(Loss) income from discontinued operations, net of tax	$ (78)	$ —	$ (78)	$ (112)	$ (3)	$ (115)	$ 46	$ 1	$ 47

(1) *ITO income from operations for the year ended December 31, 2015, excludes approximately $80 of depreciation and amortization expense (including $14 for intangible amortization) since the business was held for sale and reported as a Discontinued Operation.*

(2) *ITO Income from operations for the year ended December 31, 2014, includes approximately $160 of depreciation and amortization expense (including $27 for intangible amortization).*

The following is a summary of the major categories of assets and liabilities of the ITO business held for sale:

	December 31, 2014
Accounts receivable, net	$ 213
Other current assets	146
Land, buildings and equipment, net	220
Intangible assets, net	197
Goodwill	337
Other long-term assets	147
Total Assets of Discontinued Operations	$ 1,260
Current portion of long-term debt	$ 31
Accounts payable	32
Accrued pension and benefit costs	9
Unearned income	64
Other current liabilities	112
Long-term debt	44
Pension and other benefit liabilities	25
Other long-term liabilities	54
Total Liabilities of Discontinued Operations	$ 371

The following is a summary of selected financial information of the ITO business for the three years ended December 31, 2015:

	Year Ended December 31,		
	2015	2014	2013
Expenses:			
Depreciation of buildings and equipment(1)	$—	$ 98	$ 99
Amortization of internal use software(1)	—	9	10
Amortization of acquired intangible assets(1)	—	27	27
Amortization of customer contract costs(1)	—	26	22
Operating lease rent expense	130	258	241
Defined contribution plans	4	8	7
Interest expense(2)	2	4	3
Expenditures:			
Cost of additions to land, buildings and equipment	$ 41	$105	$ 99
Cost of additions to internal use software	1	2	4
Customer-related deferred set-up/transition and inducement costs	10	26	35

(1) ITO income from operations for the year ended December 31, 2015, excludes approximately $80 of depreciation and amortization expense (including $14 for intangible amortization) since the business was held for sale and reported as a Discontinued Operation.

(2) Interest expense is related to capital lease obligations, which were assumed by the purchaser of the ITO business.

Note 5—Accounts Receivable, Net

Accounts receivable, net were as follows:

	December 31,	
	2015	2014
Amounts billed or billable	$ 963	$1,062
Unbilled amounts	289	319
Allowance for doubtful accounts	(6)	(6)
Accounts Receivable, Net	$1,246	$1,375

Unbilled amounts include amounts associated with percentage-of-completion accounting and other earned revenues not currently billable due to contractual provisions. Amounts to be invoiced in the subsequent month for current services provided are included in amounts billable, and at December 31, 2015 and 2014 were approximately $443 and $487, respectively.

We perform ongoing credit evaluations of our customers and adjust credit limits based upon customer payment history and current creditworthiness. The allowance for uncollectible accounts receivables is determined principally on the basis of past collection experience as well as consideration of current economic conditions and changes in our customer collection trends.

Accounts Receivable Sales Arrangements

Accounts receivable sales arrangements are utilized in the normal course of business as part of our cash and liquidity management. We have facilities in the U.S. and Europe that enable us to sell certain accounts receivable without recourse to third-parties. The accounts receivables sold are generally short-term trade receivables with payment due dates of less than 60 days. Our arrangements involve the sale of our entire interest in groups of accounts receivable for cash.

Under the agreements, we continue to service the sold accounts receivable. A servicing liability is recorded for the estimated fair value of the servicing. The amounts associated with the servicing liability were not material.

Of the accounts receivables sold and derecognized from our balance sheet, $136 and $78 remained uncollected as of December 31, 2015 and 2014, respectively. Accounts receivable sales were as follows:

	Year Ended December 31,		
	2015	2014	2013
Accounts receivable sales	$325	$343	$ 418
Estimated increase (decrease) to operating cash flows(1)	58	(4)	(27)

(1) Represents the difference between current and prior year fourth quarter receivable sales adjusted for the effects of: (i) the deferred proceeds, (ii) collections prior to the end of the year and (iii) currency.

Note 6—Land, Buildings, Equipment and Software, Net

Land, buildings and equipment, net were as follows:

	Estimated Useful Lives (Years)	December 31, 2015	December 31, 2014
Land		$ 10	$ 10
Building and building equipment	25 to 50	28	27
Leasehold improvements	Varies	208	198
Office furniture and equipment	3 to 15	689	641
Other	4 to 20	3	3
Construction in progress		26	13
Subtotal		964	892
Accumulated depreciation		(684)	(601)
Land, Buildings and Equipment, Net		$ 280	$ 291

Depreciation expense and operating lease rent expense were as follows:

	Year Ended December 31,		
	2015	2014	2013
Depreciation expense	$126	$145	$145
Operating lease expense	389	385	328

We lease buildings and equipment, substantially all of which are accounted for as operating leases. Certain leases were accounted for as capital leases and the remaining net book value of those assets, included in Land, Buildings and Equipment, Net, were approximately $57 and $55 at December 31, 2015 and 2014, respectively.

Future minimum operating lease commitments that have initial or remaining non-cancelable lease terms in excess of one year at December 31, 2015 were as follows:

2016	2017	2018	2019	2020	Thereafter
$238	$171	$107	$71	$43	$67

Internal Use and Product Software(1)

Additions to Internal Use and Product Software as well as year-end balances for these assets were as follows:

Additions to:	Year Ended December 31, 2015	2014	2013
Internal use software	$ 27	$ 27	$ 48
Product software	19	23	26

Capitalized costs, net:	December 31, 2015	2014
Internal use software	$119	$138
Product software	107	300

Useful lives of our internal use and product software generally vary from three to seven years.

Included within product software at December 31, 2015 and 2014 is $53 and $240, respectively, of capitalized costs associated with software system platforms developed for use in certain of our government services businesses. During 2015, as a result of our decision to discontinue certain future implementations of these software system platforms (*Refocusing of Government Healthcare Business)*, we recorded impairment charges associated with these software platforms of approximately $160 ($14 was recorded in Cost of outsourcing and $146 was recorded in Restructuring and asset impairments). Our impairment review of the remaining balance at December 31, 2015 indicated that the costs would be recoverable from estimated future operating profits; however, those future operating profits are dependent on our ability to successfully complete existing contracts as well as obtain future contracts.

(1) Balances included in Other Long-term assets, refer to Note 9—Supplementary Financial Information for additional information.

Note 7—Goodwill and Intangible Assets, Net

Goodwill

The following table presents the changes in the carrying amount of goodwill, by reportable segment:

	Commercial Industries	Healthcare	Public Sector	Total
Balance at December 31, 2013	$ 2,292	$ 1,010	$1,809	$5,111
Foreign currency translation	(29)	(13)	(20)	(62)
Acquisitions:				
Invoco	39	—	—	39
ISG	—	166	—	166
Consilience	—	—	23	23
Other	2	—	—	2
Divestitures(1)	(365)	(40)	(90)	(495)
Balance at December 31, 2014	$ 1,939	$ 1,123	$1,722	$4,784
Foreign currency translation	(30)	(9)	(18)	(57)
Acquisitions:				
RSA Medical	—	107	—	107
Intellinex	19	—	—	19
Healthy Communities Institute	—	12	—	12
Reclassification(2)	(61)	61	—	—
Other	—	7	—	7
Balance at December 31, 2015	$ 1,867	$ 1,301	$1,704	$4,872

(1) *Primarily represents goodwill related to our ITO business of $487, which was held for sale and reported as a Discontinued Operation through its date of sale on June 30, 2015. Refer to Note 4—Divestitures for additional information regarding this sale.*
(2) *Represents the reclassification of certain Healthcare contracts from our Commercial Industries segment to our Healthcare segment.*

Intangible Assets, Net

Net intangible assets were $1,425 at December 31, 2015 of which $579, $337 and $509 relate to our Commercial Industries, Healthcare and Public Sector segments, respectively. Intangible assets were comprised of the following:

		December 31, 2015			December 31, 2014		
	Weighted Average Amortization	Gross Carrying Amount	Accumulated Amortization	Net Amount	Gross Carrying Amount	Accumulated Amortization	Net Amount
Customer relationships	12 years	$2,927	$ 1,528	$1,399	$2,899	$ 1,297	$1,602
Trademarks	9 years	22	4	18	25	4	21
Technology, patents and non-compete	4 years	13	5	8	13	4	9
Total Intangible Assets		$2,962	$ 1,537	$1,425	$2,937	$ 1,305	$1,632

Amortization expense related to intangible assets was $250 for the years ended December 31, 2015 and 2014 and $240 for the year ended 2013. Excluding the impact of additional acquisitions, amortization expense is expected to approximate $256 in 2016 and 2017, $255 in 2018 and $254 in 2019 and 2020.

Note 8—Restructuring and Asset Impairment Charges

We engage in a series of restructuring programs related to downsizing our employee base, exiting certain activities, outsourcing certain internal functions and engaging in other actions designed to reduce our cost structure and improve productivity. These initiatives primarily consist of severance actions and impact all major geographies and segments. Management continues to evaluate our business, therefore, in future years, there may be additional provisions for new plan initiatives as well as changes in previously recorded estimates, as payments are made or actions are completed. Asset impairment charges were also incurred in connection with these restructuring actions for those assets sold, abandoned or made obsolete as a result of these programs.

Costs associated with restructuring, including employee severance and lease termination costs are generally recognized when it has been determined that a liability has been incurred, which is generally upon communication to the affected employees or exit from the leased facility, respectively. In those geographies where we have either a formal severance plan or a history of consistently providing severance benefits representing a substantive plan, we recognize employee severance costs when they are both probable and reasonably estimable.

Table of Contents

A summary of our restructuring program activity during the three years ended December 31, 2015 is as follows:

	Severance and Related Costs	Lease Cancellation and Other Costs	Asset Impairments(1)	Total
Balance at December 31, 2012	**$ 26**	**$ 2**	**$ —**	**$ 28**
Restructuring provision	28	1	—	29
Reversals of prior accruals	(11)	—	—	(11)
Net current period charges—continuing operations(2)	**17**	**1**	**—**	**18**
Discontinued operations(3)	1	—	—	1
Total Net Current Period Charges	18	1	—	19
Charges against reserve and currency	(30)	—	—	(30)
Balance at December 31, 2013	**14**	**3**	**—**	**17**
Restructuring provision	28	2	2	32
Reversals of prior accruals	(10)	(1)	—	(11)
Net current period charges—continuing operations(2)	**18**	**1**	**2**	**21**
Discontinued operations(3)	2	—	—	2
Total Net Current Period Charges	20	1	2	23
Charges against reserve and currency	(26)	(1)	(2)	(29)
Balance at December 31, 2014	**8**	**3**	**—**	**11**
Restructuring provision	20	1	146	167
Reversals of prior accruals	(6)	(2)	—	(8)
Net current period charges—continuing operations(2)	**14**	**(1)**	**146**	**159**
Charges against reserve and currency	(18)	(2)	(146)	(166)
Balance at December 31, 2015	**$ 4**	**$ —**	**$ —**	**$ 4**

(1) *Charges associated with asset impairments represent the write-down of the related assets to their new cost basis and are recorded concurrently with the recognition of the provision.*

(2) *Represents amount recognized within the Combined Statements of Income for the years shown.*

(3) *Refer to Note 4—Divestitures for additional information regarding Discontinued Operations.*

The following table summarizes the reconciliation to the Combined Statements of Cash Flows:

	Year Ended December 31,		
	2015	2014	2013
Charges against reserve	$(166)	$ (29)	$ (30)
Asset impairments	146	2	—
Effects of foreign currency and other non-cash items	1	4	—
Restructuring Cash Payments	$ (19)	$ (23)	$ (30)

The following table summarizes the total amount of costs incurred in connection with these restructuring programs by segment:

	Year Ended December 31,		
	2015	2014	2013
Commercial Industries	$ 8	$ 11	$ 12
Healthcare	3	4	2
Public Sector	2	4	3
Other(1)	146	2	1
Total Net Restructuring Charges	$ 159	$ 21	$ 18

(1) *Refer to Note 6—Land, Buildings, Equipment and Software, Net for additional information regarding the asset impairment in 2015.*

Table of Contents

Note 9—Supplementary Financial Information

The components of Other assets and liabilities were as follows:

	December 31, 2015	December 31, 2014
Other Current Assets		
Prepaids/deferred costs	$ 92	$ 93
Deferred taxes	—	6
Income taxes receivable	10	9
Value-added-tax (VAT) receivable	16	17
Restricted cash	16	22
Advances and deposits	28	28
Inventories(1)	41	43
Other	37	29
Total Other Current Assets	$ 240	$ 247
Other Current Liabilities		
Deferred taxes	$ —	$ 24
Income taxes payable	9	5
Other taxes payable	21	27
Consulting payable	11	13
Restructuring reserves	4	11
Legal settlements	57	44
Acquisition reserves	9	19
Due to customers	19	14
Software and hardware accruals	35	11
Servicer liabilities	10	17
Due to Atos(2)	52	—
Health Enterprise settlement	216	—
Other	402	350
Total Other Current Liabilities	$ 845	$ 535
Other Long-term Assets		
Deferred taxes	$ 13	$ 17
Prepaid pension costs	9	1
Internal use software, net	119	138
Product software, net	107	300
Customer contract costs, net	170	213
Deferred compensation plan investments	113	114
Unbilled contract receivables	53	177
Other	23	35
Total Other Long-term Assets	$ 607	$ 995
Other Long-term Liabilities		
Income taxes payable	24	31
Unearned income	100	116
Other	77	84
Total Other Long-term Liabilities	$ 201	$ 231

(1) *Represents Finished goods inventory.*
(2) *Refer to Note 4—Divestitures for additional information.*

Restricted Cash

As more fully discussed in Note 5—Accounts Receivable, Net, we continue to service the receivables sold under most of our receivable sale agreements. As servicer, we may collect cash related to sold receivables prior to year-end that will be remitted to the purchaser the following year. Since we are acting on behalf of the purchaser in our capacity as servicer, such cash collected is reported as restricted cash. Restricted cash amounts are classified in our Combined Balance Sheets based on when the cash will be contractually or judicially released.

Restricted cash amounts were as follows:

	December 31,	
	2015	2014
Escrow and cash collections related to receivable sales	$ 10	$ 17
Other restricted cash	6	5
Total Restricted Cash	$ 16	$ 22

Health Enterprise Settlement

Late in third quarter 2015, discussions took place with our Medicaid clients in California and Montana regarding the status and scope of our current Health Enterprise platform projects in those states. Based on those discussions, we determined that we would not fully complete the implementation of the platform in these states.

As a result of the determination that we would not complete these platform implementations, we recorded a pre-tax charge of $389 reflecting write-offs and estimated settlement costs as well as other impacts from this determination. The charge included $116 for the write-off of contract receivables (primarily non-current), $34 related to the non-cash impairment of the Health Enterprise software and deferred contract set-up and transition costs and $23 for other related assets and liabilities. The remainder of the charge of $216 is primarily related to settlement costs including payments to subcontractors and is expected to be cash outflows in future quarters. Although our negotiations with California and Montana have been finalized, we continue to negotiate with various subcontractors on final settlements. We believe we have recorded our best estimate of the required liability for settlement of this matter; however, the estimated liability is subject to change when negotiations are finalized.

Note 10—Debt

We classify our debt based on the contractual maturity dates of the underlying debt instruments or as of the earliest put date available to the debt holders. We defer costs associated with debt issuance over the applicable term, or to the first put date in the case of convertible debt or debt with a put feature. These costs are amortized as interest expense in our Combined Statements of Income.

Long-term debt was as follows:

	Weighted Average Interest Rates at December 31, 2015(1)	December 31,	
		2015	2014
Senior Notes due 2015(2)		$—	$ 250
Capital lease obligations	4.10%	61	60
Principal debt balance		61	310
Unamortized premium		—	1
Less: current maturities		(24)	(268)
Total Long-term Debt		$ 37	$ 43

(1) *Represents weighted average effective interest rate which includes the effect of discounts and premiums on issued debt.*
(2) *The legal obligor on the Senior Notes due 2015 was a legal entity within the BPO Business.*

Scheduled principal payments due on our long-term debt for the next five years and thereafter are as follows:

2016	2017	2018	2019	2020	Thereafter	Total
$24	$20	$12	$5	$ —	$ —	$61

Interest

Interest paid on our long-term debt amounted to $9, $13 and $11 for the years ended December 31, 2015, 2014 and 2013, respectively.

Note 11—Financial Instruments

We are exposed to market risk from changes in foreign currency exchange rates, which could affect operating results, financial position and cash flows. We manage our exposure to foreign currency risks through our regular operating and financing activities and, when appropriate, through the use of derivative financial instruments. These derivative financial instruments are utilized to hedge economic exposures, as well as to reduce earnings and cash flow volatility resulting from shifts in market rates. We enter into limited types of derivative contracts, including foreign currency spot, forward and swap contracts to manage foreign currency exposures. Our primary foreign currency market exposures include the Indian Rupee, Mexican Peso and Philippine Peso. The fair market values of all our derivative contracts change with fluctuations in interest rates or currency exchange rates and are designed so that any changes in their values are offset by changes in the values of the underlying exposures. Derivative financial instruments are held solely as risk management tools and not for trading or speculative purposes. The related cash flow impacts of all of our derivative activities are reflected as cash flows from operating activities.

We do not believe there is significant risk of loss in the event of non-performance by the counterparties associated with our derivative instruments because these transactions are executed with a diversified group of major financial institutions. Further, our policy is to deal only with counterparties having a minimum investment grade or better credit rating. Credit risk is managed through the continuous monitoring of exposures to such counterparties.

Summary of Foreign Exchange Hedging Positions

At December 31, 2015, we had outstanding forward exchange and purchased option contracts with gross notional values of $181, which is typical of the amounts that are normally outstanding at any point during the year. Approximately 69% of these contracts mature within three months, 12% in three to six months, 15% in six to 12 months and 4% in greater than 12 months.

The following is a summary of the primary hedging positions and corresponding fair values as of December 31, 2015:

Currencies Hedged (Buy/Sell)	Gross Notional Value	Fair Value Asset (Liability)(1)
Indian Rupee/U.S. Dollar	43	(1)
Mexican Peso/U.S. Dollar	36	(1)
Philippine Peso/U.S. Dollar	62	(1)
Euro/United Emirates Dirham	13	—
Euro/Malaysian Ringgit	8	—
U.S. Dollar/Mexican Peso	6	—
U.S. Dollar/Philippine Peso	5	—
Malaysian Ringgit/U.S. Dollar	4	—
Euro/U.S. Dollar	2	—
Euro/Canadian Dollar	1	—
All Other	1	—
Total Foreign Exchange Hedging	$ 181	$ (3)

(1) Represents the net payable amount included in the Combined Balance Sheet at December 31, 2015.

Included in the $181 Gross Notional Value is $66 of derivatives where a Xerox related party is the counterparty. These related party derivatives are all entered into based on prevailing market terms and accounted for as if they were third-party derivatives. These derivatives had a net fair value of less than $1 at December 31, 2015.

Foreign Currency Cash Flow Hedges

We designate a portion of our foreign currency derivative contracts as cash flow hedges of our foreign currency-denominated expenses. The net liability fair value of these contracts were $3 and $4 as of December 31, 2015 and December 31, 2014, respectively.

Summary of Derivative Instruments Fair Value

The following table provides a summary of the fair value amounts of our derivative instruments:

Designation of Derivatives	Balance Sheet Location	December 31, 2015	December 31, 2014
Derivatives Designated as Hedging Instruments			
Foreign exchange contracts – forwards	Other current liabilities	$ 3	$ 4

Summary of Derivative Instruments (Losses) Gains

Derivative (losses) and gains affect the income statement based on whether such derivatives are designated as hedges of underlying exposures. The following is a summary of derivative (losses) gains.

Designated Cash Flow Derivative Instruments (Losses) Gains

The following tables provide a summary of (losses) gains on derivative instruments:

	Year Ended December 31,						
Derivatives in Cash Flow Hedging Relationships	Derivative (Loss) Gain Recognized in OCI (Effective Portion)			Location of Derivative (Loss) Gain Reclassified from AOCI into Income (Effective Portion)	(Loss) Gain Reclassified from AOCI to Income (Effective Portion)		
	2015	2014	2013		2015	2014	2013
Foreign exchange contracts – forwards	$ (4)	$ —	$ (1)	Cost of outsourcing	$ (5)	$ 3	$ 2

No amount of ineffectiveness was recorded in the Combined Statements of Income for these designated cash flow hedges and all components of each derivative's (loss) or gain were included in the assessment of hedge effectiveness. In addition, no amount was recorded for an underlying exposure that did not occur or was not expected to occur.

As of December 31, 2015, net after-tax losses of $2 were recorded in accumulated other comprehensive loss associated with our cash flow hedging activity. The entire balance is expected to be reclassified into net income within the next 12 months, providing an offsetting economic impact against the underlying anticipated transactions.

Non-Designated Derivative Instruments Losses

Non-designated derivative instruments are primarily instruments used to hedge foreign currency-denominated assets and liabilities. They are not designated as hedges since there is a natural offset for the re-measurement of the underlying foreign currency-denominated asset or liability.

The following table provides a summary of losses on non-designated derivative instruments:

		Year Ended December 31,		
Derivatives NOT Designated as Hedging Instruments	Location of Derivative Loss	2015	2014	2013
Foreign exchange contracts – forwards	Other expense – Currency losses, net	$ 3	$ 2	$ —

During the three years ended December 31, 2015, we recorded Currency (losses) gains, net of $(4), $1 and $3, respectively. Currency (losses) gains, net includes the mark-to-market adjustments of the derivatives not designated as hedging instruments and the related cost of those derivatives, as well as the re-measurement of foreign currency-denominated assets and liabilities.

Note 12 – Fair Value of Financial Assets and Liabilities

The following table represents assets and liabilities measured at fair value on a recurring basis. The basis for the measurement at fair value in all cases is Level 2 – Significant Other Observable Inputs.

	As of December 31,	
	2015	2014
Assets:		
Deferred compensation investments in cash surrender life insurance	$ 92	$ 94
Deferred compensation investments in mutual funds	21	20
Total	$ 113	$ 114
Liabilities:		
Foreign exchange contracts – forwards	$ 3	$ 4
Deferred compensation plan liabilities	110	124
Total	$ 113	$ 128

We utilize the income approach to measure the fair value for our derivative assets and liabilities. The income approach uses pricing models that rely on market observable inputs such as yield curves, currency exchange rates and forward prices, and therefore are classified as Level 2.

Fair value for our deferred compensation plan investments in Company-owned life insurance is reflected at cash surrender value. Fair value for our deferred compensation plan investments in mutual funds is based on quoted market prices for actively traded investments similar to those held by the plan. Fair value for deferred compensation plan liabilities is based on the fair value of investments corresponding to employees' investment selections, based on quoted prices for similar assets in actively traded markets.

Summary of Other Financial Assets and Liabilities Fair Value Measured on a Nonrecurring Basis

The estimated fair values of our other financial assets and liabilities fair value measured on a nonrecurring basis were as follows:

	December 31, 2015		December 31, 2014	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Cash and cash equivalents	$ 140	$ 140	$ 159	$ 159
Accounts receivable, net	1,246	1,246	1,375	1,375
Short-term debt	24	24	268	272
Long-term debt	37	37	43	43

The fair value amounts for Cash and cash equivalents and Accounts receivable, net, approximate carrying amounts due to the short maturities of these instruments. The fair value of Short and Long-term debt was estimated based on the current rates offered to us for debt of similar maturities (Level 2). The difference between the fair value and the carrying value represents the theoretical net premium or discount we would pay or receive to retire all debt at such date.

Note 13—Employee Benefit Plans

The BPO Business's primary defined benefit pension plans are associated with certain employees in our Human Resources and Consulting business located in the U.S., Canada and the United Kingdom (U.K.). Prior to an amendment to freeze future service benefits, these defined benefit pension plans had provided benefits for participating employees based on years of service and average compensation for a specified period before retirement (see Plan Amendments below for further information).

Certain of our employees participate in post-employment medical plans. These plans are not material to our results of operations or financial position and are not included in the disclosures below.

December 31 is the measurement date for all of our defined benefit pension and post-retirement benefit plans.

	Pension Benefits			
	U.S. Plans		Non-U.S. Plans	
	2015	2014	2015	2014
Change in Benefit Obligation:				
Benefit obligation, January 1	$ 74	$ 58	$ 177	$ 172
Service cost	—	5	3	6
Interest cost	3	3	6	8
Actuarial (gain) loss	(2)	16	(13)	41
Currency exchange rate changes	—	—	(14)	(15)
Plan Amendments/Curtailments	—	(7)	—	—
Divestitures(2)	—	—	—	(27)
Benefits paid	(1)	(1)	(5)	(8)
Other	—	—	3	—
Benefit Obligation, December 31	$ 74	$ 74	$ 157	$ 177
Change in Plan Assets:				
Fair value of plan assets, January 1	$ 45	$ 38	$ 158	$ 149
Actual return on plan assets	(2)	3	3	15
Employer contribution	4	5	4	11
Currency exchange rate changes	—	—	(12)	(11)
Benefits paid	(1)	(1)	(5)	(6)
Other	1	—	2	—
Fair Value of Plan Assets, December 31	$ 47	$ 45	$ 150	$ 158
Net Funded Status at December 31(1)	$ (27)	$ (29)	$ (7)	$ (19)
Amounts Recognized in the Combined Balance Sheets:				
Other long-term assets	$ —	$ —	$ 9	$ 1
Accrued compensation and benefit costs	—	—	(1)	(1)
Pension and other benefit liabilities	(27)	(29)	(15)	(19)
Net Amounts Recognized	$ (27)	$ (29)	$ (7)	$ (19)

(1) Includes under-funded and un-funded plans.

(2) Represents the net un-funded pension obligations related to our ITO business, which was reported as a Discontinued Operation through its date of sale on June 30, 2015. These obligations were assumed by the purchaser of the ITO business. The net pension cost associated with these plans is immaterial. Refer to Note 4—Divestitures for additional information regarding this sale.

Benefit plans pre-tax amounts recognized in accumulated other comprehensive loss at December 31:

	Pension Benefits			
	U.S. Plans		Non-U.S. Plans	
	2015	2014	2015	2014
Net actuarial loss	$ 18	$ 14	$ 29	$ 48
Prior service credit	—	—	—	—
Total Pre-tax Loss	$ 18	$ 14	$ 29	$ 48
Accumulated Benefit Obligation	$ 74	$ 74	$154	$173

Aggregate information for pension plans with an Accumulated benefit obligation in excess of plan assets is presented below:

	December 31, 2015			December 31, 2014		
	Projected benefit obligation	Accumulated benefit obligation	Fair value of plan assets	Projected benefit obligation	Accumulated benefit obligation	Fair value of plan assets
Underfunded Plans:						
U.S.	$ 74	$ 74	$ 46	$ 74	$ 74	$ 45
Non-U.S.	50	48	36	58	55	40
Unfunded Plans:						
U.S.	$ —	$ —	$ —	$ —	$ —	$ —
Non-U.S.	2	1	—	3	1	—
Total Underfunded and Unfunded Plans:						
U.S.	$ 74	$ 74	$ 46	$ 74	$ 74	$ 45
Non-U.S.	52	49	36	61	56	40
Total	$ 126	$ 123	$ 82	$ 135	$ 130	$ 85

Our pension plan assets and benefit obligations at December 31, 2015 were as follows:

	Fair Value of Pension Plan Assets	Pension Benefit Obligations	Net Funded Status
U.S.	$ 47	$ 74	$ (27)
U.K.	111	102	9
Canada	36	48	(12)
Other	3	7	(4)
Total	$ 197	$ 231	$ (34)

The components of Net periodic benefit cost and other changes in plan assets and benefit obligations were as follows:

	Year Ended December 31, Pension Benefits					
	U.S. Plans			Non-U.S. Plans		
	2015	2014	2013	2015	2014	2013
Components of Net Periodic Benefit Costs:						
Service cost	$ —	$ 5	$ 6	$ 3	$ 6	$ 7
Interest cost	3	3	2	6	7	7
Expected return on plan assets	(4)	(3)	(3)	(9)	(10)	(9)
Recognized net actuarial loss	—	—	1	2	—	1
Recognized curtailment gain	—	—	—	—	—	(6)
Defined Benefit Plans	(1)	5	6	2	3	—
Defined contribution plans	28	27	27	6	4	5
Net Periodic Benefit Cost	27	32	33	8	7	5
Other changes in plan assets and benefit obligations recognized in Other Comprehensive Income:						
Net actuarial (gain) loss	4	9	(5)	(9)	34	—
Amortization of net actuarial loss	—	—	(1)	(2)	—	(1)
Total Recognized in Other Comprehensive Income	4	9	(6)	(11)	34	(1)
Total Recognized in Net Periodic Benefit Cost and Other Comprehensive Income	$ 31	$ 41	$ 27	$ (3)	$ 41	$ 4

The net actuarial loss for the defined benefit pension plans that will be amortized from Accumulated other comprehensive income (loss) into net periodic benefit cost over the next fiscal year is $1.

Plan Amendments

Pension Plan Freezes

In 2014 and 2015, we amended several of our major defined benefit pension plans to freeze current benefits and eliminate benefits accruals for future service, including our plans in the U.S., Canada and the U.K. The freeze of current benefits is the primary driver of the reduction in pension service costs in 2015. In certain Non-U.S. plans, we are required to continue to consider salary increases and inflation in determining the benefit obligation related to prior service.

Plan Assets

Current Allocation

As of the 2015 and 2014 measurement dates, the global pension plan assets were $197 and $203, respectively. These assets were invested among several asset classes.

The following tables present the defined benefit plans assets measured at fair value and the basis for that measurement:

	December 31, 2015									
	U.S. Plans					Non-U.S. Plans				
Asset Class	Level 1	Level 2	Level 3	Total	% of Total Fair Value of Plan Assets	Level 1	Level 2	Level 3	Total	% of Total Fair Value of Plan Assets
Cash and cash equivalents	$ 3	$ —	$ —	$ 3	6%	$ 1	$ —	$ —	$ 1	1%
Equity Securities:										
U.S. large cap	15	—	—	15	32%	—	6	—	6	4%
International developed	2	8	—	10	21%	—	46	—	46	30%
Emerging markets	—	—	—	—	— %	—	9	—	9	6%
Global Equity	—	—	—	—	— %	—	—	—	—	— %
Total Equity Securities	17	8	—	25	53%	—	61	—	61	40%
Fixed Income Securities:										
U.S. treasury securities	—	6	—	6	13%	—	—	—	—	— %
Debt security issued by government agency	—	—	—	—	— %	—	24	—	24	16%
Corporate bonds	—	13	—	13	28%	—	49	—	49	32%
Total Fixed Income Securities	—	19	—	19	41%	—	73	—	73	48%
Derivatives	—	—	—	—	— %	—	4	—	4	3%
Real estate	—	—	—	—	— %	—	—	7	7	5%
Guaranteed insurance contracts	—	—	—	—	— %	—	—	4	4	3%
Total Fair Value of Plan Assets	$ 20	$ 27	$ —	$ 47	100%	$ 1	$ 138	$ 11	$150	100%

	December 31, 2014									
	U.S. Plans					Non-U.S. Plans				
Asset Class	Level 1	Level 2	Level 3	Total	% of Total Fair Value of Plan Assets	Level 1	Level 2	Level 3	Total	% of Total Fair Value of Plan Assets
Cash and cash equivalents	$ 6	$ —	$ —	$ 6	13%	$ —	$ —	$ —	$ —	— %
Equity Securities:										
U.S. large cap	—	15	—	15	33%	—	7	—	7	4%
International developed	—	—	—	—	— %		45	—	45	29%
Emerging markets	—	—	—	—	— %		11	—	11	7%
Global Equity	2	7	—	9	20%	—	6	—	6	4%
Total Equity Securities	2	22	—	24	53%	—	69	—	69	44%
Fixed Income Securities:										
U.S. treasury securities	—	4	—	4	9%	—	—	—	—	— %
Debt security issued by government agency	—	—	—	—	— %	—	19	—	19	12%
Corporate bonds	—	11	—	11	25%	—	63	—	63	40%
Total Fixed Income Securities	—	15	—	15	34%	—	82	—	82	52%
Real estate	—	—	—	—	— %	—	—	6	6	4%
Guaranteed insurance contracts	—	—	—	—	— %	—	—	1	1	— %
Total Fair Value of Plan Assets	$ 8	$ 37	$ —	$ 45	100%	$ —	$ 151	$ 7	$ 158	100%

The following tables represents a roll-forward of the defined benefit plans assets measured using significant unobservable inputs (Level 3 assets):

	Fair Value Measurement Using Significant Unobservable Inputs (Level 3)		
	Non-U.S. Defined Benefit Plans Assets		
	Real Estate	Guaranteed Insurance Contracts	Total
Balance at December 31, 2013	$ 5	$ 1	$ 6
Unrealized gains	1	—	1
Balance at December 31, 2014	6	1	7
Purchases	1	3	4
Balance at December 31, 2015	$ 7	$ 4	$ 11

Valuation Method

Our primary Level 3 assets are Real Estate and Guaranteed Investment Contract investments. The fair value of our real estate investment funds are based on the Net Asset Value (NAV) of our ownership interest in the funds. NAV information is received from the investment advisers and is primarily derived from third-party real estate appraisals for the properties owned. The fair value for our Guaranteed Investment Contract investments has been determined based on the higher of the surrender value of the contract or the present value of the cash flow of the related pension obligations. The valuation techniques and inputs for our Level 3 assets have been consistently applied for all periods presented.

Table of Contents

Investment Strategy

The target asset allocations for our worldwide defined benefit pension plans were:

	2015		2014	
	U.S.	Non-U.S.	U.S.	Non-U.S.
Equity investments	55%	55%	55%	56%
Fixed income investments	25%	36%	25%	40%
Real estate	— %	4%	— %	4%
Other	20%	5%	20%	— %
Total Investment Strategy	100%	100%	100%	100%

We employ a total return investment approach whereby a mix of equities and fixed income investments are used to maximize the long-term return of plan assets for a prudent level of risk. The intent of this strategy is to minimize plan expenses by exceeding the interest growth in long-term plan liabilities. Risk tolerance is established through careful consideration of plan liabilities, plan funded status and corporate financial condition. This consideration involves the use of long-term measures that address both return and risk. The investment portfolio contains a diversified blend of equity and fixed income investments. Furthermore, equity investments are diversified across U.S. and non-U.S. stocks, as well as growth, value and small and large capitalizations, and may include Xerox's stock. Other assets, such as real estate, are used to improve portfolio diversification. Derivatives may be used to hedge market exposure in an efficient and timely manner; however, derivatives may not be used to leverage the portfolio beyond the market value of the underlying investments. Investment risks and returns are measured and monitored on an ongoing basis through annual liability measurements and quarterly investment portfolio reviews.

Contributions

In 2015, we made cash contributions of $8 ($4 U.S. and $4 Non-U.S.) to our defined benefit pension plans.

In 2016, based on current actuarial calculations, we expect to make contributions of approximately $6 ($4 U.S. and $2 non-U.S.) to our defined benefit pension plans.

Estimated Future Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid during the following years:

	Pension Benefits		
	U.S.	Non-U.S.	Total
2016	$ 2	$ 5	$ 7
2017	2	4	6
2018	3	4	7
2019	3	5	8
2020	3	4	7
Years 2021-2025	18	27	45

Table of Contents

Assumptions

Weighted-average assumptions used to determine benefit obligations at the plan measurement dates:

	Pension Benefits					
	2015		2014		2013	
	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.
Discount rate	4.3%	3.9%	4.0%	3.4%	4.9%	4.4%
Rate of compensation increase	— %	1.0%	— %	1.1%	3.0%	3.5%

Weighted-average assumptions used to determine net periodic benefit cost for years ended December 31:

	Pension Benefits							
	2016		2015		2014		2013	
	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.
Discount rate	4.3%	3.9%	4.0%	3.4%	4.9%	4.4%	4.3%	4.2%
Expected return on plan assets	7.8%	5.8%	7.8%	5.8%	7.8%	6.6%	7.8%	6.5%
Rate of compensation increase	— %	1.0%	— %	1.1%	3.0%	3.5%	3.0%	3.2%

Defined Contribution Plans

We have post-retirement savings and investment plans in several countries, including the U.S., U.K. and Canada. In many instances, employees who participated in those defined benefit pension plans that have been amended to freeze future service accruals (see “Plan Amendments” for additional information) were transitioned to an enhanced defined contribution plan. In these plans, employees are allowed to contribute a portion of their salaries and bonuses to the plans, and we match a portion of the employee contributions. We recorded charges related to our defined contribution plans of $34 in 2015, $31 in 2014 and $32 in 2013.

Note 14—Income and Other Taxes

During the periods presented in the Combined Financial Statements, the BPO Business’s operations are included in the consolidated U.S. federal, certain state and local and foreign income tax returns filed by Xerox, where applicable. The BPO Business also files certain separate state and local and foreign income tax returns. The income tax provision (benefit) included in these Combined Financial Statements has been calculated using the separate return basis, as if the BPO Business entities filed separate tax returns. It is possible that we will make different tax accounting elections and assertions following the Spin-Off. Therefore, the BPO Business’s income taxes, as presented in the Combined Financial Statements, may not be indicative of the income taxes that the BPO Business will generate in the future.

Income before income taxes (pre-tax income) was as follows:

	Year Ended December 31,		
	2015	2014	2013
Domestic income	$(654)	$(45)	$158
Foreign income	80	55	49
(Loss) Income Before Income Taxes	$(574)	$ 10	$207

(Benefit) provision for income taxes were as follows:

	Year Ended December 31,		
	2015	2014	2013
Federal Income Taxes			
Current	$(130)	$ 59	$ 20
Deferred	(99)	(108)	19
Foreign Income Taxes			
Current	24	26	13
Deferred	6	1	5
State Income Taxes			
Current	(17)	14	16
Deferred	(22)	(16)	(1)
Total (Benefit) Provision	$(238)	$ (24)	$ 72

A reconciliation of the U.S. federal statutory income tax rate to the consolidated effective income tax rate was as follows:

	Year Ended December 31,		
	2015	2014	2013
U.S. federal statutory income tax rate	35.0%	35.0%	35.0%
Nondeductible expenses	(1.3)%	81.0%	2.3%
Effect of tax law changes	0.9%	(51.6)%	(2.1)%
Change in valuation allowance for deferred tax assets	(1.0)%	35.3%	0.1%
State taxes, net of federal benefit	4.2%	42.0%	6.4%
Audit and other tax return adjustments	0.1%	(87.5)%	(1.7)%
Tax-exempt income, credits and incentives	0.7%	(63.9)%	(11.7)%
Foreign rate differential adjusted for U.S. taxation on foreign operations	2.4%	(228.8)%	4.2%
Other	0.5%	(1.5)%	2.3%
Effective Income Tax Rate	41.5%	(240.0)%	34.8%

We paid a total of $194, $66 and $121 in income taxes to federal, foreign and state and local jurisdictions during the three years ended December 31, 2015, respectively.

Total income tax expense (benefit) was allocated as follows:

	Year Ended December 31,		
	2015	2014	2013
Pre-tax income	$(238)	$(24)	$ 72
Discontinued operations[1]	81	7	25
Net Parent Equity:			
Changes in defined benefit plans, net	2	(11)	3
Stock option and incentive plans, net	(6)	(10)	(2)
Cash flow hedges	—	(1)	(1)
Total Income Tax (Benefit) Expense	$(161)	$(39)	$ 97

(1) Refer to Note 4—Divestitures for additional information regarding Discontinued Operations.

Unrecognized Tax Benefits and Audit Resolutions

We recognize tax liabilities when, despite our belief that our tax return positions are supportable, we believe that certain positions may not be fully sustained upon review by tax authorities. Each period, we assess uncertain tax positions for recognition, measurement and effective settlement. Benefits from uncertain tax positions are measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon settlement—the more-likely-than-not recognition threshold. Where we have determined that our tax return filing position does not satisfy the more-likely-than-not recognition threshold, we have recorded no tax benefits.

We are also subject to ongoing tax examinations in numerous jurisdictions due to the extensive geographical scope of our operations. Our ongoing assessments of the more-likely-than-not outcomes of the examinations and related tax positions require judgment and can increase or decrease our effective tax rate, as well as impact our operating results. The specific timing of when the resolution of each tax position will be reached is uncertain. As of December 31, 2015, we do not believe that there are any positions for which it is reasonably possible that the total amount of unrecognized tax benefits will significantly increase or decrease within the next 12 months.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	2015	2014	2013
Balance at January 1	$ 32	$ 41	$ 36
Additions related to current year	3	5	(2)
Additions related to prior year's positions	—	1	13
Reductions related to prior year's positions	(10)	(13)	(3)
Settlements with taxing authorities(1)	—	(2)	—
Reductions related to lapse of statute of limitations	—	—	(3)
Currency	(1)	—	—
Balance at December 31	$ 24	$ 32	$ 41

(1) *Majority of settlements did not result in the utilization of cash.*

Included in the balances at December 31, 2015, 2014 and 2013 are $22, $26 and $25, respectively, of tax positions that are highly certain of realizability but for which there is uncertainty about the timing or that they may be reduced through an indirect benefit from other taxing jurisdictions. Because of the impact of deferred tax accounting, other than for the possible incurrence of interest and penalties, the disallowance of these positions would not affect the annual effective tax rate.

We recognized interest and penalties accrued on unrecognized tax benefits, as well as interest received from favorable settlements within income tax expense. We had $14, $14 and $17 accrued for the payment of interest and penalties associated with unrecognized tax benefits at December 31, 2015, 2014 and 2013, respectively.

As previously noted, the legal entities within the BPO Business generally file their U.S. federal income taxes as a member of the Xerox U.S. federal consolidated income tax return. We are no longer subject to U.S. federal income tax examinations for years before 2005. In other major jurisdictions, such as India, Canada, the U.K. and France, where the BPO Business is conducted, the years remain open generally back to the year 2006.

Deferred Income Taxes

We have not provided deferred taxes on approximately $400 of undistributed earnings of foreign subsidiaries and other foreign investments carried at equity at December 31, 2015, as such undistributed earnings have been determined to be indefinitely reinvested and we currently do not plan to initiate any action that would precipitate a deferred tax impact. We do not believe it is practical to calculate the potential deferred tax impact, as there is a significant amount of uncertainty with respect to determining the amount of foreign tax credits as well as any additional local withholding tax and other indirect tax consequences that may arise from the distribution of these earnings. In addition, because such earnings have been indefinitely reinvested in our foreign operations, repatriation would require liquidation of those investments or a recapitalization of our foreign subsidiaries, the impacts and effects of which are not readily determinable.

The tax effects of temporary differences that give rise to significant portions of the deferred taxes were as follows:

	December 31, 2015	December 31, 2014
Deferred Tax Assets		
Net operating losses	71	75
Operating reserves, accruals and deferrals	184	126
Deferred compensation	83	96
Pension	11	12
Other	65	50
Subtotal	414	359
Valuation allowance	(38)	(35)
Total	$ 376	$ 324
Deferred Tax Liabilities		
Unearned income	$ (230)	$ (126)
Intangibles and goodwill	(808)	(997)
Depreciation	(61)	(133)
Other	(28)	(27)
Total	$(1,127)	$(1,283)
Total Deferred Taxes, Net	$ (751)	$ (959)

As discussed in Note 1—Basis of Presentation and Summary of Significant Accounting Policies, we early adopted **ASU 2015-17**, *Income Taxes: Balance Sheet Classification of Deferred Taxes*, which requires that deferred tax liabilities and assets be classified as non-current in a classified statement of financial position. Adoption of this update resulted in a reclassification of our net current deferred tax asset and liabilities to the net non-current deferred tax asset and liabilities in our Combined Balance Sheet as of December 31, 2015. Prior periods were not retrospectively adjusted.

The deferred tax assets for the respective periods were assessed for recoverability and, where applicable, a valuation allowance was recorded to reduce the total deferred tax asset to an amount that will, more-likely-than-not, be realized in the future. During the twelve months ended December 31, 2015 and 2014 valuation allowances increased $3 and decreased $4, respectively. The valuation allowance relates primarily to certain net operating loss carryforwards, tax credit carryforwards and deductible temporary differences for which we have concluded it is more-likely-than-not that these items will not be realized in the ordinary course of operations.

Although realization is not assured, we have concluded that it is more-likely-than-not that the deferred tax assets, for which a valuation allowance was determined to be unnecessary, will be realized in the ordinary course of operations based on the available positive and negative evidence, including scheduling of deferred tax liabilities and projected income from operating activities. The amount of the net deferred tax assets considered realizable, however, could be reduced in the near term if actual future income or income tax rates are lower than estimated, or if there are differences in the timing or amount of future reversals of existing taxable or deductible temporary differences.

The BPO Business has operations in federal and certain state and local and foreign jurisdictions that on a hypothetical separate company basis would have tax credit and net operating loss carryforwards. Accordingly, these carryforwards may not be available for use following the Spin-Off. At December 31, 2015, we had tax credit carryforwards of $6 available to offset future income taxes, all of which will expire 2016 through 2036 if not utilized. We also had net operating loss carryforwards for income tax purposes of $656 that will expire 2016 through 2036, if not utilized, and $47 available to offset future taxable income indefinitely.

Note 15—Contingencies and Litigation

As more fully discussed below, we are involved in a variety of claims, lawsuits, investigations and proceedings concerning: securities law; governmental entity contracting, servicing and procurement law; intellectual property law; environmental law; employment law; the Employee Retirement Income Security Act (ERISA); and other laws and regulations. We determine whether an estimated loss from a contingency should be accrued by assessing whether a loss is deemed probable and can be reasonably estimated. We assess our potential liability by analyzing our litigation and regulatory matters using available information. We develop our views on estimated losses in consultation with outside counsel handling our defense in these matters, which involves an analysis of potential results, assuming a combination of litigation and settlement strategies. Should developments in any of these matters cause a change in our determination as to an unfavorable outcome and result in the need to recognize a material accrual, or should any of these matters result in a final adverse judgment or be settled for significant amounts, they could have a material adverse effect on our results of operations, cash flows and financial position in the period or periods in which such change in determination, judgment or settlement occurs. The Company believes it has recorded adequate provisions for any such matters and, as of December 31, 2015, it was not reasonably possible that a material loss had been incurred in connection with such matters in excess of the amounts recognized in its financial statements.

Additionally, guarantees, indemnifications and claims arise during the ordinary course of business from relationships with suppliers, customers and nonconsolidated affiliates when the BPO Business undertakes an obligation to guarantee the performance of others if specified triggering events occur. Nonperformance under a contract could trigger an obligation of the BPO Business. These potential claims include actions based upon alleged exposures to products, real estate, intellectual property such as patents, environmental matters, and other indemnifications. The ultimate effect on future financial results is not subject to reasonable estimation because considerable uncertainty exists as to the final outcome of these claims. However, while the ultimate liabilities resulting from such claims may be significant to results of operations in the period recognized, management does not anticipate they will have a material adverse effect on the BPO Business's combined financial position or liquidity. As of December 31, 2015, we have accrued our estimate of liability incurred under our indemnification arrangements and guarantees.

Litigation Against the BPO Business

State of Texas v. Xerox Corporation, Xerox State Healthcare, LLC, and ACS State Healthcare, LLC: On May 9, 2014, the State of Texas, via the Texas Office of Attorney General (the "State"), filed a lawsuit in the 53rd Judicial District Court of Travis County, Texas. The lawsuit alleges that Xerox Corporation, Xerox State Healthcare, LLC and ACS State Healthcare (collectively, the "Xerox Defendants") violated the Texas Medicaid Fraud Prevention Act in the administration of its contract with the Texas Department of Health and Human Services ("HHSC"). The State alleges that the Xerox Defendants made false representations of material facts regarding the processes, procedures, implementation and results regarding the prior authorization of orthodontic claims. The State seeks recovery of actual damages, two times the amount of any overpayments made as a result of unlawful acts, civil penalties, pre- and post-judgment interest and all costs and attorneys' fees. The State references the amount in controversy as exceeding hundreds of millions of dollars. The Xerox Defendants filed their Answer in June, 2014 denying all allegations. The Xerox Defendants will continue to vigorously defend themselves in this matter. We do not believe it is probable that we will incur a material loss in excess of the amount accrued for this matter. In the course of litigation, we periodically engage in discussions with plaintiff's counsel for possible resolution of the matter. Should developments cause a change in our determination as to an unfavorable outcome, or result in a final adverse judgment or settlement for a significant amount, there could be a material adverse effect on our results of operations, cash flows and financial position in the period in which such change in determination, judgment or settlement occurs.

Dennis Nasrawi v. Buck Consultants et al.: On October 8, 2009, plaintiffs filed a lawsuit in the Superior Court of California, Stanislaus County and on November 24, 2009, the case was removed to the U.S. Court for the Eastern District of California, Fresno Division. Plaintiffs allege actuarial negligence against Buck Consultants, LLC ("Buck") for the use of faulty actuarial assumptions in connection with the 2007 actuarial valuation for the Stanislaus County Employees Retirement Association ("StanCERA"). Plaintiffs allege that the employer contribution rate adopted by StanCERA based on Buck's valuation was insufficient to fund the benefits promised by the County. On July 13, 2014, the Court entered its ruling that the plaintiffs lacked standing to sue in a representative capacity on behalf of all plan participants. The Court also ruled that plaintiffs had adequately pleaded their claim that Buck allegedly aided and abetted StanCERA in breaching its fiduciary duty. Plaintiffs then filed their Fifth Amended Complaint and added StanCERA to the litigation. Buck and StanCERA filed demurrers to the amended complaint. On September 13, 2012, the Court sustained both demurrers with prejudice, completely dismissing the matter and barring plaintiffs from refiling their claims. Plaintiffs appealed and ultimately the California Court of Appeals (Sixth District) reversed the trial court's ruling and remanded the case back to the trial court. Buck entered into a stay agreement with plaintiffs that essentially postpones this litigation pending the outcome of parallel litigation between plaintiffs and StanCERA. Buck will continue to aggressively defend these lawsuits.

U.S. Equal Employment Opportunity Commission ("EEOC") v. Baltimore County, Maryland: On January 1, 2007, the EEOC filed suit against Baltimore County ("County") alleging that the County's employer pension plan is age discriminatory under the federal Age Discrimination in Employment Act ("ADEA") on the grounds that older employees were required to pay higher contributions to the plan than younger employees. Buck Consultants, LLC ("Buck") is not a party to the lawsuit, but Buck provided administrative services to the plan and the County has asserted indemnity rights against Buck in the event that liability is found. On October 17, 2012, the trial court issued summary judgment finding the plan discriminatory but leaving for trial the question of damages. This decision has been affirmed on appeal and the matter is back before the trial court for trial on all remaining fact issues and damages. On April 24, 2015, the County filed for leave to add Buck as a third party to the lawsuit between the County and the EEOC. Buck has filed opposition papers. On January 22, 2015, the County served Buck with a declaratory judgment lawsuit seeking an affirmative determination that Buck owes the County defense and indemnity in the EEOC's lawsuit against the County. Buck filed its motion to dismiss, which the court granted in part and dismissed the County's claim for indemnity. The court declined, at this time, to dismiss the County's claim related to Buck's alleged duty to defend. This case will now go forward to assess whether Buck owes a duty to defend the County in the action with the EEOC. Buck will continue to aggressively defend these matters.

Other Matters

On January 5, 2016, the Consumer Financial Protection Bureau (the "CFPB") notified Xerox Education Services, Inc. (XES) that, in accordance with the CFPB's discretionary Notice and Opportunity to Respond and Advise (NORA) process, the CFPB's Office of Enforcement is considering recommending that the CFPB take legal action against XES, alleging that XES violated the Consumer Financial Protection Act's prohibition of unfair practices. Should the CFPB commence an action, it may seek restitution, civil monetary penalties, injunctive relief or other corrective action. The purpose of a NORA letter is to provide a party being investigated an opportunity to present its position to the CFPB before an enforcement action is recommended or commenced. This notice stems from an inquiry that commenced in 2014 when XES received and responded to a Civil Investigative Demand containing a broad request for information. During this process, XES self-disclosed to the Department of Education and the CFPB certain adjustments of which it had become aware that had not been timely made relating to its servicing of a small percentage of third-party student loans under outsourcing arrangements for various financial institutions. The CFPB and the Department of Education, as well as certain states' attorney general offices and other regulatory agencies, began similar reviews. XES has cooperated and continues to fully cooperate with all regulatory agencies, and XES has submitted its NORA response. We cannot provide assurance that the CFPB or another party will not ultimately commence a legal action against XES in this matter nor are we able to predict the likely outcome of the investigations into this matter. We could in future periods incur judgments or enter into settlements in connection with this matter and there could be a material adverse effect on our results of operations, cash flows and financial position in the period in which such change in judgment or settlement occurs.

Guarantees and Indemnifications

Indemnifications Provided as Part of Contracts and Agreements

Acquisitions/Divestitures:

We have indemnified, subject to certain deductibles and limits, the purchasers of businesses or divested assets for the occurrence of specified events under certain of our divestiture agreements. In addition, we customarily agree to hold the other party harmless against losses arising from a breach of representations and covenants, including such matters as adequate title to assets sold, intellectual property rights, specified environmental matters and certain income taxes arising prior to the date of acquisition. Where appropriate, an obligation for such indemnifications is recorded as a liability at the time of the acquisition or divestiture. Since the obligated amounts of these types of indemnifications are often not explicitly stated or are contingent on the occurrence of future events, the overall maximum amount of the obligation under such indemnifications cannot be reasonably estimated. Other than obligations recorded as liabilities at the time of divestiture, we have not historically made significant payments for these indemnifications. Additionally, under certain of our acquisition agreements, we have provided for additional consideration to be paid to the sellers if established financial targets are achieved post-closing. We have recognized liabilities for these contingent obligations based on an estimate of the fair value of these contingencies at the time of acquisition. Contingent obligations related to indemnifications arising from our divestitures and contingent consideration provided for by our acquisitions are not expected to be material to our financial position, results of operations or cash flows.

Other Agreements:

We are also party to the following types of agreements pursuant to which we may be obligated to indemnify the other party with respect to certain matters:

- Guarantees on behalf of our subsidiaries with respect to real estate leases. These lease guarantees may remain in effect subsequent to the sale of the subsidiary.
- Agreements to indemnify various service providers, trustees and bank agents from any third-party claims related to their performance on our behalf, with the exception of claims that result from the third-party’s own willful misconduct or gross negligence.
- Guarantees of our performance in certain services contracts to our customers and indirectly the performance of third parties with whom we have subcontracted for their services. This includes indemnifications to customers for losses that may be sustained as a result of our performance of services at a customer’s location.

In each of these circumstances, our payment is conditioned on the other party making a claim pursuant to the procedures specified in the particular contract and such procedures also typically allow us to challenge the other party’s claims. In the case of lease guarantees, we may contest the liabilities asserted under the lease. Further, our obligations under these agreements and guarantees may be limited in terms of time and/or amount, and in some instances, we may have recourse against third parties for certain payments we made.

Intellectual Property Indemnifications

We do not own most of the software that we use to run our business. Instead, we license this software from a small number of primary vendors. We indemnify certain software providers against claims that may arise as a result of our use or our subsidiaries', customers' or resellers' use of their software in our services and solutions. These indemnities usually do not include limits on the claims, provided the claim is made pursuant to the procedures required in the services contract.

Indemnification of Officers and Directors

Our corporate by-laws require that, except to the extent expressly prohibited by law, we must indemnify the BPO Business's officers and directors against judgments, fines, penalties and amounts paid in settlement and reasonable expenses, including attorneys' fees, incurred in connection with civil or criminal action or proceedings or any appeal, as it relates to their services to the BPO Business and our subsidiaries. Although the by-laws provide no limit on the amount of indemnification, we may have recourse against our insurance carriers for certain payments made by us. However, certain indemnification payments (such as those related to "clawback" provisions in certain compensation arrangements) may not be covered under our directors' and officers' insurance coverage. We also indemnify certain fiduciaries of our employee benefit plans for liabilities incurred in their service as fiduciary whether or not they are officers of the BPO Business. Finally, in connection with our acquisition of businesses, we may become contractually obligated to indemnify certain former and current directors, officers and employees of those businesses in accordance with pre-acquisition by-laws or indemnification agreements or applicable state law.

Other Contingencies

Certain contracts, primarily in our Public Sector segment, require us to provide a surety bond or a letter of credit as a guarantee of performance. As of December 31, 2015, we had $675 of outstanding surety bonds used to secure our performance of contractual obligations with our clients, and we had $130 of outstanding letters of credit used to secure our performance of contractual obligations to our clients as well as other corporate obligations.

In general, we would only be liable for the amount of these guarantees in the event of default in our performance of our obligations under each contract; the probability of which we believe is remote. We believe we have sufficient capacity in the surety markets and liquidity from our cash flow and our various credit arrangements (including our Credit Facility) to allow us to respond to future requests for proposals that require such credit support.

We have service arrangements where we service third-party student loans in the Federal Family Education Loan program (FFEL) on behalf of various financial institutions. We service these loans for investors under outsourcing arrangements and do not acquire any servicing rights that are transferable by us to a third-party. At December 31, 2015, we serviced a FFEL portfolio of approximately 1.9 million loans with an outstanding principal balance of approximately $28.7 billion. Some servicing agreements contain provisions that, under certain circumstances, require us to purchase the loans from the investor if the loan guaranty has been permanently terminated as a result of a loan default caused by our servicing error. If defaults caused by us are cured during an initial period, any obligation we may have to purchase these loans expires. Loans that we purchase may be subsequently cured, the guaranty reinstated and the loans repackaged for sale to third parties. We evaluate our exposure under our purchase obligations on defaulted loans and establish a reserve for potential losses, or default liability reserve, through a charge to the provision for loss on defaulted loans purchased. The reserve is evaluated periodically and adjusted based upon management's analysis of the historical performance of the defaulted loans. As of December 31, 2015, other current liabilities include reserves which we believe to be adequate. At December 31, 2015, other current liabilities include reserves of approximately $4 for losses on defaulted loans purchased. In addition to potential purchase obligations arising from servicing errors, various laws and regulations applicable to student loan borrowers could give rise to fines, penalties and other liabilities associated with loan servicing errors.

Note 16—Stock Incentive Plans

Certain of the BPO Business employees participate in a long-term incentive plan sponsored by Xerox. Xerox's long-term incentive plan authorizes the issuance of restricted stock units (RSUs), performance shares (PSs) and non-qualified stock options to employees of the BPO Business upon terms approved by Xerox's Compensation Committee of the Board of Directors. All awards granted under the plans are settled in newly issued shares of Xerox's common stock and, as such, are reflected in Xerox's Consolidated Statements of Stockholders' Equity and not in the BPO Business's Combined Statements of Changes in Parent Equity. Stock-based compensation expense includes expense attributable to the BPO Business based on the awards and terms previously granted to the BPO Business employees.

Stock-based compensation expense was as follows:

	Year Ended December 31,		
	2015	2014	2013
Stock-based compensation expense, pre-tax	$ 19	$ 28	$ 24
Income tax benefit recognized in earnings	7	11	9

Restricted Stock Units: Compensation expense is based upon the grant date market price. The compensation expense is recorded over the vesting period, which is normally three years from the date of grant, based on management's estimate of the number of shares expected to vest.

Performance Shares: Prior to 2014, Xerox granted PSs that vest contingent upon Xerox's achievement of certain specified financial performance criteria over a three-year period. If the three-year actual results exceed the stated targets, then the plan participants have the potential to earn additional shares of common stock, which could not exceed 50% of the original grant.

Commencing in 2014, Xerox expanded the PS program to include those employees who had previously only been awarded RSUs. As before, if actual results exceed the stated targets, then the participants have the potential to earn additional shares of common stock: a maximum overachievement of 50% of the original grant for senior executives and a maximum of 25% of the original grant for all other participants. All PSs entitle the holder to one share of Xerox common stock, payable after a three-year service period and the attainment of the stated goals. In 2015, the maximum overachievement that could be earned was changed to 100% (from 50%) for senior executives. All other terms of the awards remain unchanged.

The fair value of PSs is based upon the market price of Xerox's common stock on the date of the grant. Compensation expense is recognized over the vesting period, which is normally three years from the date of grant, based on management's estimate of the number of shares expected to vest. If the stated targets are not met, any recognized compensation cost would be reversed.

Employee Stock Options: Stock option activity relates to converted ACS options issued in connection with the acquisition of ACS in 2010. These options generally expire within the next 2 years. Other than these options, Xerox has not issued any new stock options as part of its long-term incentive plans since 2004.

Summary of Stock-based Compensation Activity

(shares in thousands)	2015 Shares	2015 Weighted Average Grant Date Fair Value/Exercise Price	2014 Shares	2014 Weighted Average Grant Date Fair Value/Exercise Price	2013 Shares	2013 Weighted Average Grant Date Fair Value/Exercise Price
Restricted Stock Units						
Outstanding at January 1	3,422	$ 8.47	4,842	$ 8.78	8,238	$ 9.12
Granted	260	11.86	433	12.08	155	9.23
Vested	(2,768)	7.83	(1,499)	10.54	(2,624)	9.84
Cancelled	(132)	9.52	(354)	8.39	(927)	8.84
Outstanding at December 31	782	11.70	3,422	8.47	4,842	8.78
Performance Shares						
Outstanding at January 1	5,771	$ 11.68	1,421	$ 9.02	2,896	$ 8.74
Granted	3,583	10.68	5,674	12.28	132	9.24
Vested	(610)	7.88	(366)	10.71	(1,196)	8.44
Cancelled	(1,222)	11.36	(958)	11.63	(411)	8.77
Outstanding at December 31	7,522	11.57	5,771	11.68	1,421	9.02
Stock Options						
Outstanding at January 1	6,115	$ 7.00	14,199	$ 6.95	33,732	$ 6.86
Granted	—	—	—	—	—	—
Canceled/expired	(405)	7.43	(215)	6.95	(1,298)	6.53
Exercised	(2,591)	7.09	(7,869)	6.92	(18,235)	6.82
Outstanding at December 31	3,119	6.87	6,115	7.00	14,199	6.95
Exercisable at December 31	3,119	6.87	6,115	7.00	12,164	7.06

In 2013, Xerox deferred the annual grant of RSUs and PSs from July 1, 2013 to January 1, 2014. RSUs granted in 2013 represent off-cycle awards while PSs granted in 2013 represent over-achievement shares associated with the 2010 PSs grant, which vested in 2013. On January 1, 2014, Xerox granted 2,771 thousand PSs with a grant date fair value of $12.17 per share (the deferral of the 2013 annual grant) and on July 1, 2014, Xerox granted 2,903 thousand PSs with a grant date fair value of $12.38 per share (the 2014 annual grant).

The total unrecognized compensation cost related to non-vested, stock-based awards at December 31, 2015 was as follows:

Awards	Unrecognized Compensation	Remaining Weighted-Average Vesting Period (Years)
Restricted Stock Units	$ 5	1.8
Performance Shares	29	1.9
Total	$ 34	

The aggregate intrinsic value of outstanding RSUs and PSs awards was as follows:

Awards	December 31, 2015
Restricted Stock Units	$ 8
Performance Shares	80

Information related to stock options outstanding and exercisable at December 31, 2015 was as follows:

	Options	
	Outstanding	Exercisable
Aggregate intrinsic value	$ 12	$ 12
Weighted-average remaining contractual life (years)	2.15	2.15

The total intrinsic value and actual tax benefit realized for vested and exercised stock-based awards was as follows:

	December 31, 2015			December 31, 2014			December 31, 2013		
Awards	Total Intrinsic Value	Cash Received	Tax Benefit	Total Intrinsic Value	Cash Received	Tax Benefit	Total Intrinsic Value	Cash Received	Tax Benefit
Restricted Stock Units	$ 30	$ —	$ 11	$ 19	$ —	$ 7	$ 23	$ —	$ 9
Performance Shares	7	—	2	5	—	2	10	—	4
Stock Options	14	19	5	42	55	15	51	124	19

Note 17 – Other Comprehensive Loss

Other Comprehensive Loss is comprised of the following:

	Year Ended December 31,					
	2015		2014		2013	
	Pre-tax	Net of Tax	Pre-tax	Net of Tax	Pre-tax	Net of Tax
Translation Adjustments Losses	$ (60)	$ (60)	$ (44)	$ (44)	$ (29)	$ (29)
Unrealized (Losses) Gains:						
Changes in fair value of cash flow hedges – losses	(4)	(2)	—	—	(1)	(1)
Changes in cash flow hedges reclassed to earnings(1)	5	3	(3)	(2)	(2)	(1)
Net Unrealized Gains (Losses)	1	1	(3)	(2)	(3)	(2)
Defined Benefit Plans Gains (Losses)						
Net actuarial/prior service gains (losses)	5	4	(43)	(32)	5	3
Actuarial loss amortization/settlement(2)	2	2	—	—	2	1
Other gains(3)	2	1	7	7	—	—
Changes in Defined Benefit Plans Gains (Losses)	9	7	(36)	(25)	7	4
Other Comprehensive Loss	$ (50)	$ (52)	$ (83)	$ (71)	$ (25)	$ (27)

(1) Reclassified to Cost of sales – refer to Note 11 – Financial Instruments for additional information regarding our cash flow hedges.
(2) Reclassified to Total Net Periodic Benefit Cost – refer to Note 13 – Employee Benefit Plans for additional information.
(3) Primarily represents currency impact on cumulative amount of benefit plan net actuarial losses in AOCL.

Accumulated Other Comprehensive Loss (AOCL)

AOCL is comprised of the following:

	December 31,		
	2015	2014	2013
Cumulative translation adjustments	$(147)	$ (87)	$ (43)
Other unrealized losses, net	(1)	(2)	—
Benefit plans net actuarial losses and prior service credits	(33)	(40)	(15)
Total Accumulated Other Comprehensive Loss	$(181)	$(129)	$ (58)

Note 18 – Related Party Transactions and Parent Company Investment

Allocation of Corporate Expenses

The Combined Statements of (Loss) Income, Combined Statements of Comprehensive (Loss) Income and Combined Statements of Cash Flows include an allocation of general corporate expenses from Xerox. The financial information in these Combined Financial Statements does not necessarily include all the expenses that would have been incurred or held by the BPO Business had it been a separate, standalone company. It is not practicable to estimate actual costs that would have been incurred had the BPO Business been a separate, standalone company during the periods presented. The management of the BPO Business considers these allocations to be a reasonable reflection of the utilization of services by, or the benefits provided to, it. Allocations for management costs and corporate support services provided to the BPO Business totaled $170, $175 and $173 for the three years ended December 31, 2015, respectively. These amounts include costs for corporate functions including, but not limited to, senior management, legal, human resources, finance and accounting, treasury, information technology, marketing and communication, internal audit and other shared services. Where possible, these costs were allocated based on direct usage, with the remainder allocated on a basis of costs, headcount or other measures we have determined as reasonable.

	Year Ended December 31,		
	2015	2014	2013
Research and development	43	40	34
Selling, administrative and general	127	135	139
Total Allocated Corporate Expenses	$170	$175	$173

Net Parent Investment

Net Parent investment on the Combined Balance Sheets and Statements of Changes in Parent Equity represents Xerox's historical investment in the BPO Business, the net effect of transactions with, and allocations from, Xerox, and the BPO Business's accumulated earnings. Net transfers to Xerox are included within Net Parent investment. The components of Net transfers to Xerox and the reconciliation to the corresponding amount presented on the Combined Statements of Cash Flows were as follows:

	Year Ended December 31,		
	2015	2014	2013
Cash pooling and general financing activities	$ (396)	$(525)	$(291)
Corporate cost allocations	170	175	173
Income taxes	168	44	104
Divestitures and acquisitions, net	(742)	290	30
Capitalization of related party notes payable	1,017	—	—
Total net transfers from (to) parent per Combined Statements of Changes in Parent Equity	217	(16)	16
Stock-based compensation	(19)	(28)	(24)
Capitalization of related party notes payable	(1,017)	—	—
Other, net	147	8	(3)
Total Net transfers to Parent per Combined Statements of Cash Flows	$ (672)	$ (36)	$ (11)

Related Party Notes Receivable/Payable

Certain operating units of the BPO Business have various interest bearing notes under contractual agreements to and from Xerox and other related parties. The purpose of these notes is to provide funds for certain working capital or other capital and operating requirements of the business. Net interest expense on these notes with related party companies is recorded net in Related Party Interest in the Combined Statements of Income and was

$61, $107 and $109 for the three years ended December 31, 2015, respectively. These notes have fixed interest rates that range from 1% to 8%. The balances are reported within current assets as Related party notes receivable and within current liabilities as Related party notes payable in the Combined Balance Sheets as the balances are expected to be settled as part of the separation transaction.

Related Party Revenue and Purchases

The BPO Business provides various services to Xerox including those related to human resources, accounting and finance and customer care, which are reported as Related party revenue in the Combined Statements of (Loss) Income. The costs related to these services are reported as Related party cost of services in the Combined Statements of (Loss) Income.

The BPO Business also leased equipment and received related services, supplies and parts from Xerox and Xerox subsidiaries in the amount of $24, $24 and $19, for the three years ended December 31, 2015, respectively. The costs related to these services, supplies and parts are reported in Cost of outsourcing and Selling, administrative and general expenses in the Combined Statements of (Loss) Income.

Note 19—Subsequent Events

The Combined Financial Statements of the BPO Business are derived from the Consolidated Financial Statements of Xerox Corporation, which issued its financial statements for the year ended December 31, 2015 on February 19, 2016. Accordingly, the BPO Business has evaluated transactions or other events for consideration as recognized subsequent events in the annual financial statements through February 19, 2016. Additionally, the BPO Business has evaluated transactions and other events that occurred through the issuance of these Combined Financial Statements, June 30, 2016, for purposes of disclosure of unrecognized subsequent events.

Table of Contents

BPO BUSINESS OF XEROX CORPORATION
CONDENSED COMBINED STATEMENTS OF LOSS (UNAUDITED)

(in millions)	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Revenues		
Outsourcing	$3,271	$3,335
Related party	27	26
Total Revenues	3,298	3,361
Costs and Expenses		
Cost of outsourcing	2,760	2,833
Related party cost of services	19	19
Research and development	18	27
Selling, administrative and general	353	352
Restructuring and related costs	49	151
Amortization of intangible assets	137	125
Separation costs	19	—
Related party interest	20	36
Other expenses, net	11	10
Total Costs and Expenses	3,386	3,553
Loss before Income Taxes	(88)	(192)
Income tax benefit	(55)	(83)
Loss from Continuing Operations	(33)	(109)
Loss from discontinued operations, net of tax	—	(61)
Net Loss	$ (33)	$ (170)

The accompanying notes are an integral part of these Condensed Combined Financial Statements.

BPO BUSINESS OF XEROX CORPORATION
CONDENSED COMBINED STATEMENTS OF COMPREHENSIVE LOSS (UNAUDITED)

(in millions)	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Net Loss	$ (33)	$ (170)
Other Comprehensive Loss, Net[1]:		
Translation adjustments, net	(15)	(19)
Unrealized gains, net	1	1
Changes in defined benefit plans, net	1	1
Other Comprehensive Loss, Net	(13)	(17)
Comprehensive Loss, Net	$ (46)	$ (187)

(1) Refer to Note 10 - Other Comprehensive Loss for gross components of Other Comprehensive Loss, reclassification adjustments out of Accumulated Other Comprehensive Loss and related tax effects.

The accompanying notes are an integral part of these Condensed Combined Financial Statements.

BPO BUSINESS OF XEROX CORPORATION
CONDENSED COMBINED BALANCE SHEETS (UNAUDITED)

(in millions)	June 30, 2016	December 31, 2015
Assets		
Cash and cash equivalents	$ 160	$ 140
Accounts receivable, net	1,382	1,246
Related party notes receivable	248	248
Other current assets	270	240
Total current assets	2,060	1,874
Land, buildings and equipment, net	268	280
Intangible assets, net	1,288	1,425
Goodwill	4,857	4,872
Other long-term assets	544	607
Total Assets	$9,017	$ 9,058
Liabilities and Net Parent Equity		
Short-term debt and current portion of long-term debt	$ 22	$ 24
Related party notes payable	1,105	1,132
Accounts payable	105	264
Accrued compensation and benefits costs	267	249
Unearned income	212	227
Other current liabilities	685	845
Total current liabilities	2,396	2,741
Long-term debt	29	37
Pension and other benefit liabilities	151	153
Deferred taxes	787	764
Other long-term liabilities	148	201
Total Liabilities	3,511	3,896
Commitments and Contingencies (See Note 11)		
Net Parent Equity		
Net parent investment	5,700	5,343
Accumulated other comprehensive loss	(194)	(181)
Total Net Parent Equity	5,506	5,162
Total Liabilities and Net Parent Equity	$9,017	$ 9,058

The accompanying notes are an integral part of these Condensed Combined Financial Statements.

BPO BUSINESS OF XEROX CORPORATION
CONDENSED COMBINED STATEMENTS OF CASH FLOWS (UNAUDITED)

(in millions)	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Cash Flows from Operating Activities:		
Net loss	$ (33)	$ (170)
Adjustments required to reconcile net loss to cash flows from operating activities:		
Depreciation and amortization	282	296
Provision for receivables	3	2
Net loss on sales of businesses and assets	1	71
Stock-based compensation	10	5
Restructuring and asset impairment charges	45	151
Payments for restructurings	(20)	(10)
Contributions to defined benefit pension plans	(3)	(4)
Increase in accounts receivable	(113)	(85)
Increase in other current and long-term assets	(69)	(191)
Decrease in accounts payable and accrued compensation	(139)	(98)
Decrease in other current and long-term liabilities	(90)	(40)
Net change in income tax assets and liabilities	(52)	(50)
Net cash used in operating activities	(178)	(123)
Cash Flows from Investing Activities:		
Cost of additions to land, buildings and equipment	(55)	(106)
Proceeds from sales of land, buildings and equipment	—	1
Cost of additions to internal use software	(20)	(13)
Proceeds from sale of businesses	(53)	933
Acquisitions, net of cash acquired	—	(42)
Net payments on related party notes receivable	—	(1)
Other investing	—	1
Net cash (used in) provided by investing activities	(128)	773
Cash Flows from Financing Activities:		
Net proceeds on debt	4	28
Net payments on debt	(12)	(280)
Net payments on related party notes payable	(27)	(29)
Net transfers from (to) parent	362	(359)
Excess tax benefits from stock-based compensation	—	2
Other financing	(1)	(1)
Net cash provided by (used in) financing activities	326	(639)
Effect of exchange rate changes on cash and cash equivalents	—	(4)
Increase in cash and cash equivalents	20	7
Cash and cash equivalents at beginning of period	140	159
Cash and Cash Equivalents at End of Period	$ 160	$ 166

The accompanying notes are an integral part of these Condensed Combined Financial Statements.

Table of Contents

BPO BUSINESS OF XEROX CORPORATION
CONDENSED COMBINED STATEMENTS OF CHANGES IN PARENT EQUITY (UNAUDITED)

(in millions)	Net Parent Investment	Accumulated Other Comprehensive Loss	Total Net Parent Equity
Balance at December 31, 2015	$ 5,343	$ (181)	$ 5,162
Net loss	(33)	—	(33)
Translation adjustments, net	—	(15)	(15)
Unrealized gains, net	—	1	1
Changes in defined benefit plans, net	—	1	1
Net transfers from parent	390	—	390
Balance at June 30, 2016	$ 5,700	$ (194)	$ 5,506
Balance at December 31, 2014	$ 5,540	$ (129)	$ 5,411
Net loss	(170)	—	(170)
Translation adjustments, net	—	(19)	(19)
Unrealized gains, net	—	1	1
Changes in defined benefit plans, net	—	1	1
Net transfers from parent	624	—	624
Balance at June 30, 2015	$ 5,994	$ (146)	$ 5,848

The accompanying notes are an integral part of these Condensed Combined Financial Statements.

BPO BUSINESS OF XEROX CORPORATION
NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)
(in millions, except where otherwise noted)

Note 1—Basis of Presentation

The Proposed Transaction

On January 29, 2016, Xerox Corporation (Xerox or Parent) announced plans for the complete legal and structural separation of the businesses constituting Xerox's business processing outsourcing business and related operations (BPO Business) from Xerox. To effect the separation, Xerox will first undertake a series of internal transactions, following which Conduent Incorporated will hold, directly or through its subsidiaries, the BPO Business. The separation will be completed by way of a pro rata distribution of Conduent Incorporated shares held by Xerox to Xerox's shareholders.

In these Condensed Combined Financial Statements, unless the context otherwise requires:

- "We," "our" and "us" refer to Xerox's Business Processing Outsourcing business and related operations, and
- "Spin-Off" refers to the transaction in which we will be separated from Xerox

Completion of the Spin-Off is subject to the satisfaction or waiver of a number of conditions. In addition, Xerox has the right not to complete the Spin-Off if, at any time, Xerox's board of directors determines, in its sole and absolute discretion, that the Spin-Off is not in the best interest of Xerox or its shareholders, or is otherwise not advisable.

Basis of Presentation and Principles of Combination

The Condensed Combined Financial Statements of the BPO Business have been derived from the Consolidated Financial Statements and accounting records of Xerox as if the BPO Business operated on a standalone basis during the periods presented and were prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP) and pursuant to the rules and regulations of the SEC. Historically, the BPO Business consisted of the Business Processing Outsourcing Operating segment within Xerox's reportable Services segment and did not operate as a separate, standalone company. Accordingly, its financial position and the related results of operations, cash flows and changes in equity have been reported in Xerox's Consolidated Financial Statements.

We have prepared the unaudited Condensed Combined Financial Statements in accordance with the accounting policies described in our audited 2015 Combined Financial Statements, and the interim reporting requirements of U.S. GAAP. Accordingly, certain information and note disclosures normally included in our annual combined financial statements prepared in accordance with U.S. GAAP have been condensed or omitted. You should read these Condensed Combined Financial Statements in conjunction with the 2015 Combined Financial Statements. In the opinion of management, all adjustments which are necessary for a fair statement of financial position, operating results and cash flows for the interim periods presented have been made. These adjustments consist of normal recurring items. Interim results of operations are not necessarily indicative of the results of the full year.

As the separate legal entities and divisions that make up the BPO Business were not historically held by a single legal entity, Total Net Parent Equity is shown in lieu of shareholder's equity in these Condensed Combined Financial Statements. Balances between the BPO Business and Xerox that were not historically settled in cash are included in Net Parent Investment. Net Parent Investment represents Xerox's interest in the recorded assets of the BPO Business and represents the cumulative investment by Xerox in the BPO Business through the dates presented, inclusive of operating results.

The Condensed Combined Financial Statements include the historical basis of assets, liabilities, revenues, and expenses of the individual businesses of Xerox's historical BPO Business including the joint ventures and partnerships over which the BPO Business has a controlling financial interest. The BPO Business uses the equity method to account for investments in business entities that it does not control if it is otherwise able to exercise significant influence over the entities operating and financial policies (generally 20% to 50% ownership). The Condensed Combined Financial Statements include certain assets and liabilities that are held by Xerox that are specifically identifiable or otherwise attributable to the BPO Business. All intercompany transactions and balances within the BPO Business have been eliminated.

Cash is managed centrally through bank accounts controlled and maintained by Xerox. Accordingly, cash and cash equivalents held by Xerox at the corporate level were not attributable to the BPO Business for any of the periods presented. Only cash amounts specifically attributable to the BPO Business are reflected in the Condensed Combined Balance Sheets. Transfers of cash, both to and from Xerox's centralized cash management system, are reflected as a component of Net Parent Investment in the Condensed Combined Balance Sheets and as a financing activity on the accompanying Condensed Combined Statements of Cash Flows. Historically, the BPO Business received or provided funding as part of Xerox's centralized treasury program.

Third-party debt obligations of Xerox and the corresponding financing costs related to those debt obligations, specifically those that relate to senior notes, term loans, commercial paper obligations and revolving credit facilities, have not been attributed to the BPO Business, as the BPO Business was not the legal obligor on the debt. The only third-party debt obligations included in these Condensed Combined Financial Statements are those for which the legal obligor is a legal entity within the BPO Business.

During the periods presented, the BPO Business functioned as part of the larger group of companies controlled by Xerox. Accordingly, Xerox performed certain corporate overhead functions for the BPO Business. Therefore, certain corporate costs, including compensation costs for corporate employees supporting the BPO Business, have been allocated from Xerox. These allocated costs are for corporate functions including, but not limited to, senior management, legal, human resources, finance and accounting, treasury, information technology, marketing and communications, internal audit and other shared services, which are not provided at the BPO Business level. Where possible, these costs were allocated based on direct usage, with the remainder allocated on a basis of cost, headcount, or other measures we have determined as reasonable. The Condensed Combined Financial Statements do not necessarily include all the expenses that would have been incurred or held by the BPO Business had it been a separate, standalone company. We expect to incur additional expenses as a separate, standalone publicly-traded company. It is not practicable to estimate actual costs that would have been incurred had the BPO Business been a separate standalone company during the periods presented. Allocations for management costs and corporate support services provided to the BPO Business totaled $84 and $87 for the six month periods ended June 30, 2016 and 2015, respectively.

The management of the BPO Business believes the assumptions underlying the Condensed Combined Financial Statements, including the assumptions regarding the allocated expenses, reasonably reflect the utilization of services provided to or the benefit received by the BPO Business during the periods presented. Nevertheless, the Condensed Combined Financial Statements may not be indicative of the BPO Business's future performance, and do not necessarily include all of the actual expenses that would have been incurred by the BPO Business and may not reflect the results of operations, financial position, and cash flows of the BPO Business had the BPO Business been a separate, standalone company during the periods presented.

Operations of the BPO Business are included in the consolidated U.S. federal, and certain state and local and foreign income tax returns filed by Xerox, where applicable. The BPO Business also files certain separate state and local and foreign income tax returns. Income tax expense and other income tax related information contained in the Condensed Combined Financial Statements are presented on a separate return basis as if the BPO Business filed its own tax returns. The income taxes of the BPO Business, as presented in the Condensed Combined Financial Statements, may not be indicative of the income taxes that the BPO Business will generate in the future. In jurisdictions where the BPO Business has been included in the tax returns filed by Xerox, any income taxes payable resulting from the related income tax provisions have been reflected in the balance sheet within "Net Parent Investment."

For convenience and ease of reference, we refer to the financial statement caption "Loss before Income Taxes" as "pre-tax loss" throughout the Notes to the Condensed Combined Financial Statements.

During the second quarter closing process, we determined that the first quarter 2016 income tax benefit of $25 million should have been $6 million higher. This additional income tax benefit was adjusted for and included in the six month results ended June 30, 2016. We will revise the first quarter 2016 financial statements in future filings. The Company concluded that this correction was not material to the condensed combined financial statements for the three months ended March 31, 2016.

Note 2—Recent Accounting Pronouncements

Revenue Recognition

In May 2014, the FASB issued **ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)***, to supersede nearly all existing revenue recognition guidance under U.S. GAAP. The core principle of ASU 2014-09 is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. ASU 2014-09 defines a five step process to achieve this core principle and, in doing so, it is possible more judgment and estimates may be required within the revenue recognition process than required under existing U.S. GAAP, including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. ASU 2014-09 is effective for our fiscal year beginning January 1, 2018, with early adoption permitted for fiscal years beginning January 1, 2017. The standard will be adopted using either of two methods: (i) retrospective to each prior reporting period presented with the option to elect certain practical expedients as defined within ASU 2014-09; or (ii) retrospective with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application and providing certain additional disclosures as defined per ASU 2014-09. In March 2016, the FASB issued ASU 2016-08, Revenue Recognition - Principal versus Agent (reporting revenue gross versus net). Also, in April 2016, the FASB issued ASU 2016-10 Revenue from Contracts with Customers - Identifying Performance Obligations and Licensing, and in May 2016, the FASB issued ASU 2016-12 Revenue Recognition - Narrow Scope Improvements and Practical Expedients. ASU 2016-08, 2016-10 and 2016-12 each provide additional guidance on topics addressed in ASU 2014-09. We are evaluating the impact of our pending adoption of ASU 2014-09 on our financial statements.

Leases

In February 2016, the FASB issued **ASU 2016-02**, ***Leases***. This update requires the recognition of leased assets and lease obligations by lessees for those leases currently classified as operating leases under existing lease guidance. Short term leases with a term of 12 months or less are not required to be recognized. The update also requires disclosure of key information about leasing arrangements to increase transparency and comparability among organizations. The accounting for lessors does not fundamentally change except for changes to conform and align guidance to the lessee guidance as well as to the new revenue recognition guidance in ASU 2014-09. This update is effective for our fiscal year beginning January 1, 2019. We are currently evaluating the impact of the adoption of ASU 2016-02 on our financial statements.

Stock Compensation

In March 2016, the FASB issued **ASU 2016-09, *Compensation*** *– Stock Compensation, Improvements to Employee Share-Based payment Accounting (Topic 718).* This update is intended to provide simplification of the accounting for share based payment transactions, including the accounting for income taxes, forfeitures, and statutory tax withholding requirements, as well as classification in the statement of cash flows. This update is effective for our fiscal year beginning January 1, 2017. We are currently evaluating the impact of the adoption of ASU 2016-09 on our financial statements.

Financial Instruments - Credit Losses

In June 2016, the FASB issued **ASU 2016-13** *Financial Instruments Credit Losses – Measurement of Credit Losses on Financial Instruments*, which requires measurement and recognition of expected credit losses for financial assets. The update impacts financial assets and net investment in leases that are not accounted for at fair value through net income. This update is effective for our fiscal year beginning January 1, 2020, with early adoption permitted as of January 1, 2019. We are currently evaluating the impact of the adoption of ASU 2016-13 on our financial statements.

Accounting for Income Taxes: Balance Sheet Presentation of Deferred Taxes

In November 2015, the FASB issued **ASU 2015-17**, ***Income Taxes: Balance Sheet Classification of Deferred Taxes.*** This update, which simplifies the presentation of deferred income taxes, requires that deferred tax liabilities and assets be classified as non-current in a classified statement of financial position. As allowed by the update, we early adopted ASU 2015-17 effective December 31, 2015 on a prospective basis. Adoption of this update resulted in a reclassification of our net current deferred tax assets and liabilities to the net non-current deferred tax assets and liabilities in our Condensed Combined Balance Sheet as of December 31, 2015. Prior periods were not retrospectively adjusted. The current requirement that deferred tax liabilities and assets of a tax-paying component (jurisdiction) of an entity be offset and presented as a single amount is not affected by this update.

Other Updates

In 2016 and 2015, the FASB also issued the following Accounting Standards Updates which are not expected to have a material impact on our financial condition, results of operations or cash flows. Those updates are as follows:

- ***Financial Instruments*:** **ASU 2016-01,** ***Financial Instruments - Recognition and Measurement of Financial Instruments and Financial Liabilities,*** which will be effective for our fiscal year beginning January 1, 2018.
- ***Business Combinations*:** **ASU 2015-16,** ***Accounting for Measurement Period Adjustments in a Business Combination,*** which was effective for our fiscal year beginning January 1, 2016.
- ***Fair Value Measurements*:** **ASU 2015-07,** ***Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent),*** which was effective for our fiscal year beginning January 1, 2016.
- ***Intangibles - Goodwill and Other - Internal Use Software*:** **ASU 2015-05,** ***Intangibles-Goodwill and Other-Internal Use Software – Customer's Accounting for Fees Paid in a Cloud Computing Arrangement,*** which was effective for our fiscal year beginning January 1, 2016.
- ***Consolidation*:** **ASU 2015-02,** ***Consolidation (Topic 810): Amendments to the Consolidation Analysis.*** This update was effective for our fiscal year beginning January 1, 2016, and was applied on a modified retrospective basis.
- ***Derivatives and Hedging*:** **ASU 2014-16,** ***Derivatives and Hedging (Topic 815) – Determining Whether the Host Contract in a Hybrid Financial Instrument Issued in the Form of a Share Is More Akin to Debt or to Equity,*** which was effective for our fiscal year beginning January 1, 2016.
- ***Disclosures of Going Concern Uncertainties*:** **ASU 2014-15,** ***Presentation of Financial Statements – Going Concern (Subtopic 205-40); Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern,*** which is effective for our fiscal year ending December 31, 2016.
- ***Stock Compensation*:** **ASU 2014-12,** ***Compensation – Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide that a Performance Target Could be Achieved after the Requisite Service Period,*** which was effective for our fiscal year beginning January 1, 2016.

Note 3—Segment Reporting

Our reportable segments correspond to how we organize and manage the business and are aligned to the industries in which our clients operate. All of our segments involve the delivery of business process services and include service arrangements where we manage a customer's business activity or process. We report our financial performance based on the following three primary reportable segments:

- Commercial Industries
- Healthcare
- Public Sector

Commercial Industries: Our Commercial Industries segment provides business process services and customized solutions to clients in a variety of industries (other than healthcare). Across the Commercial Industries segment, we deliver end-to-end business-to-business and business-to-customer services that enable our clients to optimize their key processes. Our multi-industry competencies include customer care, human resource management and finance and accounting services. These services are complemented by innovative industry-specific services such as personalized product information for the automotive industry; digitized source-to-pay solutions for clients in the manufacturing industry; customer experience and marketing services for clients in the retail industry; mortgage and consumer loan processing for clients in the financial services industry and customized workforce learning solutions for clients in the aerospace industry.

Healthcare: Our Healthcare segment provides industry-centric business process services to clients across the healthcare industry, including providers, payers, employers, pharmaceutical and life science companies and government agencies. Through this segment we offer innovative services and subject matter expertise to clients. We strive to enable our healthcare clients to focus on improving the patient care experience, lowering total costs and enabling better long-term health outcomes.

Public Sector: Our Public Sector segment provides government-centric business process services to U.S. federal, state and local and foreign governments for transportation, public assistance, program administration, transaction processing and payment services.

Other: Other includes our Government Health Enterprise Medicaid Platform business, where we are limiting our focus to implementing and maintaining systems for our current Health Enterprise clients, and our Student Loan business, which is in run-off. Other also includes non-allocated expenses as well as inter-segment eliminations.

Selected financial information for our reportable segments is as follows:

	Six Months Ended June 30,	
	Segment Revenue	Segment Profit (Loss)
2016		
Commercial Industries	$1,366	$ 23
Healthcare	880	74
Public Sector	847	104
Other	205	(53)
Total	$3,298	$ 148
2015		
Commercial Industries	$1,441	$ 37
Healthcare	871	81
Public Sector	854	94
Other	195	(79)
Total	$3,361	$ 133

Reconciliation to Pre-tax Loss	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Segment Profit	$ 148	$ 133
Reconciling items:		
Amortization of intangible assets	(137)	(125)
Restructuring and related costs(1)	(49)	(154)
Related party interest	(20)	(36)
Separation costs	(19)	—
Other expenses, net	(11)	(10)
Pre-tax Loss	$ (88)	$ (192)

(1) Includes Restructuring and related costs of $49 and $151, for the six months ended June 30, 2016 and 2015, respectively, and business transformation costs of $3 for the six months ended June 30, 2015. Business transformation costs represent incremental costs incurred directly in support of our business transformation and restructuring initiatives such as compensation costs for overlapping staff, consulting costs and training costs.

Note 4—Divestitures

Information Technology Outsourcing (ITO)

In 2014, we announced an agreement to sell our ITO business to Atos SE (Atos). As a result of this agreement, we reported the ITO business as held for sale and a Discontinued Operation up through its date of sale, which was completed on June 30, 2015.

In February 2016, we reached an agreement with Atos on the final adjustments to the closing balance of net assets sold as well as the settlement of certain indemnification claims and recorded an additional pre-tax loss on the disposal in 2015 of $24 ($14 after-tax). This additional loss was recorded in the 2015 financial statements because the agreement with Atos was reached before the financial statements had been issued, accordingly no adjustment was required in 2016. In the first quarter 2016, we paid Atos approximately $52, representing a $28 adjustment to the final sales price as a result of this agreement and a payment of $24 due from closing. The payment is reflected in Investing cash flows as an adjustment of the sales proceeds.

Other Discontinued Operations

There were no Discontinued Operations for the six months ended June 30, 2016. Summarized financial information for our Discontinued Operations for the six months ended June 30, 2015 was as follows:

	Six Months Ended June 30, 2015		
	ITO	Other	Total
Revenues	$ 619	$ —	$ 619
Income from operations(1)	104	—	104
Loss on disposal	(72)	—	(72)
Net income before income taxes	$ 32	$ —	$ 32
Income tax expense	(93)	—	(93)
Loss from discontinued operations, net of tax	$ (61)	$ —	$ (61)

(1) ITO Income from operations excludes depreciation and amortization expenses of approximately $80 (including $14 of intangible amortization) for the six months ended June 30, 2015, since the business was held for sale.

Note 5—Accounts Receivable, Net

Accounts receivable, net were as follows:

	June 30, 2016	December 31, 2015
Amounts billed or billable	$1,046	$ 963
Unbilled amounts	344	289
Allowance for doubtful accounts	(8)	(6)
Accounts Receivable, Net	$1,382	$ 1,246

Unbilled amounts include amounts associated with percentage-of-completion accounting and other earned revenues not currently billable due to contractual provisions. Amounts to be invoiced in the subsequent month for current services provided are included in amounts billable, and at June 30, 2016 and December 31, 2015 were approximately $436 and $443, respectively.

We perform ongoing credit evaluations of our customers and adjust credit limits based upon customer payment history and current creditworthiness. The allowance for uncollectible accounts receivables is determined principally on the basis of past collection experience, as well as consideration of current economic conditions and changes in our customer collection trends.

Accounts Receivable Sales Arrangements

Accounts receivable sales arrangements are utilized in the normal course of business as part of our cash and liquidity management. We have facilities in the U.S. and Europe that enable us to sell certain accounts receivable without recourse to third-parties. The accounts receivables sold are generally short-term trade receivables with payment due dates of less than 60 days. Our arrangements involve the sale of our entire interest in groups of accounts receivable for cash.

Under the agreements, we continue to service the sold accounts receivable. A servicing liability is recorded for the estimated fair value of the servicing. The amounts associated with the servicing liability were not material.

Of the accounts receivables sold and derecognized from our balance sheet, $64 and $136 remained uncollected as of June 30, 2016 and December 31, 2015, respectively. Accounts receivable sales were as follows:

	Six Months Ended June 30,	
	2016	2015
Accounts receivable sales	$ 154	$ 119
Estimated decrease to operating cash flows(1)	(72)	(20)

(1) Represents the difference between current and prior period receivable sales adjusted for the effects of: (i) the deferred proceeds, (ii) collections prior to the end of the quarter and, (iii) currency.

Note 6—Restructuring Programs

During the six months ended June 30, 2016, we recorded net restructuring and asset impairment charges of $45, which included approximately $48 of severance costs related to headcount reductions of approximately 3,850 employees worldwide, $2 of lease cancellation costs and $2 of asset impairments. These costs were offset by $7 of net reversals, primarily resulting from changes in estimated reserves from prior period initiatives. We also recorded $4 million of costs during the six months ended June 30, 2016, primarily related to professional support services associated with the implementation of the strategic transformation program.

Information related to restructuring program activity during the six months ended June 30, 2016 is outlined below:

	Severance and Related Costs	Lease Cancellation and Other Costs	Asset Impairments(2)	Total
Balance at December 31, 2015	$ 4	$ —	$ —	$ 4
Provision	48	2	2	52
Reversals	(7)	—	—	(7)
Net Current Period Charges(1)	41	2	2	45
Charges against reserve and currency	(19)	(1)	(2)	(22)
Balance at June 30, 2016	$ 26	$ 1	$ —	$ 27

(1) *Represents net amount recognized within the Condensed Combined Statements of Income for the period shown.*
(2) *Charges associated with asset impairments represent the write-down of the related assets to their new cost basis and are recorded concurrently with the recognition of the provision.*

Reconciliation to the Condensed Combined Statements of Cash Flows:

	Six Months Ended June 30,	
	2016	2015
Charges against reserve	$ (22)	$ (10)
Asset impairments	2	—
Restructuring Cash Payments	$ (20)	$ (10)

The following table summarizes the total amount of costs incurred in connection with these restructuring programs by segment:

	Six Months Ended June 30,	
	2016	2015
Commercial Industries	$ 28	$ 4
Healthcare	12	1
Public Sector	6	—
Other	(1)	146
Total Net Restructuring and Asset Impairment Charges	$ 45	$ 151

Note 7—Financial Instruments

Foreign Exchange Risk Management

We are a global company that is exposed to foreign currency exchange rate fluctuations in the normal course of our business. As a part of our foreign exchange risk management strategy, we use derivative instruments, primarily forward contracts and purchased option contracts, to hedge the following foreign currency exposures, thereby reducing volatility of earnings or protecting fair values of assets and liabilities:

- Foreign currency-denominated assets and liabilities
- Forecasted purchases and sales in foreign currency

Summary of Foreign Exchange Hedging Positions

At June 30, 2016, we had outstanding forward exchange and purchased option contracts with gross notional values of $193, which is typical of the amounts that are normally outstanding at any point during the year. Approximately 71% of these contracts mature within three months, 12% in three to six months, 13% in six to 12 months and 4% in greater than 12 months.

Included in the $193 Gross Notional Value is $61 of derivatives where a Xerox related party is the counterparty. These related party derivatives are all entered into based on prevailing market terms and accounted for as if they were third-party derivatives. These derivatives had a net fair value of less than $1 at June 30, 2016.

Foreign Currency Cash Flow Hedges

We designate a portion of our foreign currency derivative contracts as cash flow hedges of our foreign currency-denominated expenses. The net liability fair value of these contracts were $1 and $3 as of June 30, 2016 and December 31, 2015, respectively.

Summary of Derivative Instruments Fair Value

The following table provides a summary of the fair value amounts of our derivative instruments:

Designation of Derivatives	Balance Sheet Location	June 30, 2016	December 31, 2015
Derivatives Designated as Hedging Instruments			
Foreign exchange contracts – forwards	Other current assets	$ 1	$ —
	Other current liabilities	(2)	(3)
	Net Designated Derivative Liability	$ (1)	$ (3)
Derivatives NOT Designated as Hedging Instruments			
Foreign exchange contracts – forwards	Other current assets	$ —	$ —
	Other current liabilities	—	—
	Net Undesignated Derivative Liability	$ —	$ —
Summary of Derivatives	Total Derivative Assets	$ 1	$ —
	Total Derivative Liabilities	(2)	(3)
	Net Derivative Liability	$ (1)	$ (3)

Summary of Derivative Instruments Gains (Losses)

Derivative gains (losses) affect the income statement based on whether such derivatives are designated as hedges of underlying exposures. The following is a summary of derivative gains (losses).

Designated Cash Flow Derivative Instruments Gains (Losses)

The following table provides a summary of gains (losses) on derivative instruments:

	Six Months Ended June 30,	
	2016	2015
Cash Flow Hedges – Foreign exchange forward contracts and options		
Derivative gain recognized in OCI (effective portion)	$ 1	$ —
Derivative loss reclassified from AOCI to income – Cost of outsourcing (effective portion)	(1)	(2)

During the six months ended June 30, 2016 and 2015, no amount of ineffectiveness was recorded in earnings for these designated cash flow hedges and all components of each derivative's gain (loss) was included in the assessment of hedge effectiveness. In addition, no amount was recorded for an underlying exposure that did not occur or was not expected to occur.

At June 30, 2016, net after-tax losses of $1 were recorded in accumulated other comprehensive loss associated with our cash flow hedging activity. The entire balance is expected to be reclassified into net income within the next 12 months, providing an offsetting economic impact against the underlying anticipated transactions.

Non-Designated Derivative Instruments Gains (Losses)

Non-designated derivative instruments are primarily instruments used to hedge foreign currency-denominated assets and liabilities. They are not designated as hedges since there is a natural offset for the re-measurement of the underlying foreign currency-denominated asset or liability.

The following table provides a summary of losses on non-designated derivative instruments:

Derivatives NOT Designated as Hedging Instruments	Location of Derivative Loss	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Foreign exchange contracts – forwards	Other expense – Currency loss, net	$ —	$ (1)

Net currency gains and losses are included in Other expenses, net and include the mark-to-market adjustments of the derivatives not designated as hedging instruments and the related cost of those derivatives as well as the re-measurement of foreign currency-denominated assets and liabilities. For the six months ended June 30, 2016 and 2015, currency gains (losses), net were $2 and $(2), respectively.

Note 8—Fair Value of Financial Assets and Liabilities

The following table represents assets and liabilities measured at fair value on a recurring basis. The basis for the measurement at fair value in all cases is Level 2 – Significant Other Observable Inputs.

	June 30, 2016	December 31, 2015
Assets:		
Foreign exchange contracts – forwards	$ 1	$ —
Deferred compensation investments in cash surrender life insurance	94	92
Deferred compensation investments in mutual funds	21	21
Total	$ 116	$ 113
Liabilities:		
Foreign exchange contracts – forwards	$ 2	$ 3
Deferred compensation plan liabilities	111	110
Total	$ 113	$ 113

We utilize the income approach to measure the fair value for our derivative assets and liabilities. The income approach uses pricing models that rely on market observable inputs such as yield curves, currency exchange rates and forward prices, and therefore are classified as Level 2.

Fair value for our deferred compensation plan investments in Company-owned life insurance is reflected at cash surrender value. Fair value for our deferred compensation plan investments in mutual funds is based on quoted market prices for actively traded investments similar to those held by the plan. Fair value for deferred compensation plan liabilities is based on the fair value of investments corresponding to employees' investment selections, based on quoted prices for similar assets in actively traded markets.

Table of Contents

Summary of Other Financial Assets and Liabilities Not Measured at Fair Value on a Recurring Basis

The estimated fair values of our other financial assets and liabilities not measured at fair value on a recurring basis were as follows:

	June 30, 2016		December 31, 2015	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Cash and cash equivalents	$ 160	$ 160	$ 140	$ 140
Accounts receivable, net	1,382	1,382	1,246	1,246
Short-term debt	22	22	24	24
Long-term debt	29	29	37	37

The fair value amounts for Cash and cash equivalents and Accounts receivable, net, approximate carrying amounts due to the short maturities of these instruments. The fair value of Short and Long-term debt was estimated based on the current rates offered to us for debt of similar maturities (Level 2). Any difference between the fair value and the carrying value represents the theoretical net premium or discount we would pay or receive to retire all debt at such date.

Note 9—Employee Benefit Plans

The components of Net periodic benefit cost and other changes in plan assets and benefit obligations were as follows:

	Six Months Ended June 30, Pension Benefits			
	U.S. Plans		Non-U.S. Plans	
	2016	2015	2016	2015
Components of Net Periodic Benefit Costs:				
Service cost	$—	$—	$ 1	$ 1
Interest cost	2	2	3	3
Expected return on plan assets	(2)	(2)	(4)	(4)
Recognized net actuarial loss	—	—	—	1
Defined Benefit Plans	—	—	—	1
Defined contribution plans	14	15	4	2
Net Periodic Benefit Cost	14	15	4	3
Other changes in plan assets and benefit obligations recognized in Other Comprehensive Loss:				
Net actuarial gain	—	—	—	(2)
Amortization of net actuarial loss	—	—	—	(1)
Total Recognized in Other Comprehensive Loss	—	—	—	(3)
Total Recognized in Net Periodic Benefit Cost and Other Comprehensive Loss	$ 14	$ 15	$ 4	$—

Contributions

During the six months ended June 30, 2016, we made cash contributions of $3 ($2 U.S. and $1 Non-U.S.) to our defined benefit pension plans. We presently anticipate additional cash contributions of $3 ($2 U.S. and $1 Non-U.S.) for total full-year cash contributions of approximately $6 ($4 U.S. and $2 Non-U.S.). In 2015, full-year cash contributions to our defined benefit pension plans were $8 ($4 U.S. and $4 Non-U.S.).

Note 10—Other Comprehensive Loss

Other Comprehensive Loss is comprised of the following:

	Six Months Ended June 30,			
	2016		2015	
	Pre-tax	Net of Tax	Pre-tax	Net of Tax
Translation Adjustments Losses	$ (15)	$ (15)	$ (19)	$ (19)
Unrealized Gains:				
Changes in fair value of cash flow hedges – gains	1	—	—	—
Changes in cash flow hedges reclassed to earnings(1)	1	1	2	1
Net Unrealized Gains	2	1	2	1
Defined Benefit Plans Gains (Losses):				
Net actuarial gains	—	—	2	1
Actuarial loss amortization/settlement(2)	—	—	1	1
Other gains (losses)(3)	1	1	(1)	(1)
Changes in Defined Benefit Plans Gains	1	1	2	1
Other Comprehensive Loss	$ (12)	$ (13)	$ (15)	$ (17)

(1) *Reclassified to Cost of outsourcing. Refer to Note 7 - Financial Instruments for additional information regarding our cash flow hedges.*
(2) *Reclassified to Total Net Periodic Benefit Cost. Refer to Note 9 - Employee Benefit Plans for additional information.*
(3) *Primarily represents currency impact on cumulative amount of benefit plan net actuarial losses and prior service credits in AOCL.*

Accumulated Other Comprehensive Loss (AOCL)

AOCL is comprised of the following:

	June 30, 2016	December 31, 2015
Cumulative translation adjustments	$ (162)	$ (147)
Other unrealized losses, net	—	(1)
Benefit plans net actuarial losses and prior service credits	(32)	(33)
Total Accumulated Other Comprehensive Loss	$ (194)	$ (181)

Note 11—Contingencies and Litigation

As more fully discussed below, we are involved in a variety of claims, lawsuits, investigations and proceedings concerning: securities law; governmental entity contracting, servicing and procurement law; intellectual property law; environmental law; employment law; the Employee Retirement Income Security Act (ERISA); and other laws and regulations. We determine whether an estimated loss from a contingency should be accrued by assessing whether a loss is deemed probable and can be reasonably estimated. We assess our potential liability by analyzing our litigation and regulatory matters using available information. We develop our views on estimated losses in consultation with outside counsel handling our defense in these matters, which involves an analysis of potential results, assuming a combination of litigation and settlement strategies. Should developments in any of these matters cause a change in our determination as to an unfavorable outcome and result in the need to recognize a material accrual, or should any of these matters result in a final adverse judgment or be settled for significant amounts, they could have a material adverse effect on our results of operations, cash flows and financial position in the period or periods in which such change in determination, judgment or settlement occurs. The Company believes it has recorded adequate provisions for any such matters and, as of June 30, 2016, it was not reasonably possible that a material loss had been incurred in connection with such matters in excess of the amounts recognized in its financial statements.

Additionally, guarantees, indemnifications and claims arise during the ordinary course of business from relationships with suppliers, customers and nonconsolidated affiliates when the BPO Business undertakes an obligation to guarantee the performance of others if specified triggering events occur. Nonperformance under a contract could trigger an obligation of the BPO Business. These potential claims include actions based upon alleged exposures to products, real estate, intellectual property such as patents, environmental matters, and other indemnifications. The ultimate effect on future financial results is not subject to reasonable estimation because considerable uncertainty exists as to the final outcome of these claims. However, while the ultimate liabilities resulting from such claims may be significant to results of operations in the period recognized, management does not anticipate they will have a material adverse effect on the BPO Business's combined financial position or liquidity. As of June 30, 2016, we have accrued our estimate of liability incurred under our indemnification arrangements and guarantees.

Litigation Against BPO

State of Texas v. Xerox Corporation, Xerox State Healthcare, LLC, and ACS State Healthcare, LLC: On May 9, 2014, the State of Texas, via the Texas Office of Attorney General (the "State"), filed a lawsuit in the 53rd Judicial District Court of Travis County, Texas. The lawsuit alleges that Xerox Corporation, Xerox State Healthcare, LLC and ACS State Healthcare (collectively, the "Xerox Defendants") violated the Texas Medicaid Fraud Prevention Act in the administration of its contract with the Texas Department of Health and Human Services ("HHSC"). The State alleges that the Xerox Defendants made false representations of material facts regarding the processes, procedures, implementation and results regarding the prior authorization of orthodontic claims. The State seeks recovery of actual damages, two times the amount of any overpayments made as a result of unlawful acts, civil penalties, pre- and post-judgment interest and all costs and attorneys' fees. The State references the amount in controversy as exceeding hundreds of millions of dollars. The Xerox Defendants filed their Answer in June, 2014 denying all allegations. The Xerox Defendants will continue to vigorously defend themselves in this matter. We do not believe it is probable that we will incur a material loss in excess of the amount accrued for this matter. In the course of litigation, we periodically engage in discussions with plaintiff's counsel for possible resolution of the matter. Should developments cause a change in our determination as to an unfavorable outcome, or result in a final adverse judgment or settlement for a significant amount, there could be a material adverse effect on our results of operations, cash flows and financial position in the period in which such change in determination, judgment or settlement occurs.

Dennis Nasrawi v. Buck Consultants et al.: On October 8, 2009, plaintiffs filed a lawsuit in the Superior Court of California, Stanislaus County, and on November 24, 2009, the case was removed to the U.S. Court for the Eastern District of California, Fresno Division. Plaintiffs allege actuarial negligence against Buck Consultants, LLC ("Buck") for the use of faulty actuarial assumptions in connection with the 2007 actuarial valuation for the Stanislaus County Employees Retirement Association ("StanCERA"). Plaintiffs allege that the employer contribution rate adopted by StanCERA based on Buck's valuation was insufficient to fund the benefits promised by the County. On July 13, 2014, the Court entered its ruling that the plaintiffs lacked standing to sue in a representative capacity on behalf of all plan participants. The Court also ruled that plaintiffs had adequately pleaded their claim that Buck allegedly aided and abetted StanCERA in breaching its fiduciary duty. Plaintiffs then filed their Fifth Amended Complaint and added StanCERA to the litigation. Buck and StanCERA filed demurrers to the amended complaint. On September 13, 2012, the Court sustained both demurrers with prejudice, completely dismissing the matter and barring plaintiffs from refiling their claims. Plaintiffs appealed, and ultimately the California Court of Appeals (Sixth District) reversed the trial court's ruling and remanded the case back to the trial court. Buck entered into a stay agreement with plaintiffs that essentially postpones this litigation pending the outcome of parallel litigation between plaintiffs and StanCERA. Buck will continue to aggressively defend these lawsuits.

U.S. Equal Employment Opportunity Commission ("EEOC") v. Baltimore County, Maryland: On January 1, 2007, the EEOC filed suit against Baltimore County ("County") alleging that the County's employer pension plan is age discriminatory under the federal Age Discrimination in Employment Act ("ADEA") on the grounds that older employees were required to pay higher contributions to the plan than younger employees. Buck Consultants, LLC ("Buck") is not a party to the lawsuit, but Buck provided administrative services to the plan and the County has asserted indemnity rights against Buck in the event that liability is found. On October 17, 2012, the trial court issued summary judgment finding the plan discriminatory but leaving for trial the question of damages. This decision has been affirmed on appeal and the matter is back before the trial court for trial on all remaining fact issues and damages. On April 24, 2015, the County filed for leave to add Buck as a third party to the lawsuit between the County and the EEOC. Buck has filed opposition papers. On January 22, 2015, the County served Buck with a declaratory judgment lawsuit seeking an affirmative determination that Buck owes the County defense and indemnity in the EEOC's lawsuit against the County. Buck filed its motion to dismiss, which the court granted in part and dismissed the County's claim for indemnity. The court declined, at this time, to dismiss the County's claim related to Buck's alleged duty to defend. This case will now go forward to assess whether Buck owes a duty to defend the County in the action with the EEOC. Buck will continue to aggressively defend these matters.

Other Matters

On January 5, 2016, the Consumer Financial Protection Bureau (the "CFPB") notified Xerox Education Services, Inc. (XES) that, in accordance with the CFPB's discretionary Notice and Opportunity to Respond and Advise (NORA) process, the CFPB's Office of Enforcement is considering recommending that the CFPB take legal action against XES, alleging that XES violated the Consumer Financial Protection Act's prohibition of unfair practices. Should the CFPB commence an action, it may seek restitution, civil monetary penalties, injunctive relief, or other corrective action. The purpose of a NORA letter is to provide a party being investigated an opportunity to present its position to the CFPB before an enforcement action is recommended or commenced. This notice stems from an inquiry that commenced in 2014 when XES received and responded to a Civil Investigative Demand containing a broad request for information. During this process, XES self-disclosed to the Department of Education and the CFPB certain adjustments of which it had become aware that had not been timely made relating to its servicing of a small percentage of third-party student loans under outsourcing arrangements for various financial institutions. The CFPB and the Department of Education, as well as certain states' attorney general offices and other regulatory agencies, began similar reviews. XES has cooperated and continues to fully cooperate with all regulatory agencies, and XES has submitted its NORA response. We cannot provide assurance that the CFPB or another party will not ultimately commence a legal action against XES in this matter nor are we able to predict the likely outcome of the investigations into this matter. We could in future periods incur judgments or enter into settlements in connection with this matter and there could be a material adverse effect on our results of operations, cash flows and financial position in the period in which such change in judgment or settlement occurs.

Other Contingencies

Certain contracts, primarily in our Public Sector segment, require us to provide a surety bond or a letter of credit as a guarantee of performance. As of June 30, 2016, we had $660 of outstanding surety bonds used to secure our performance of contractual obligations with our clients, and we had $120 of outstanding letters of credit used to secure our performance of contractual obligations to our clients as well as other corporate obligations.

In general, we would only be liable for the amount of these guarantees in the event of default in our performance of our obligations under each contract; the probability of which we believe is remote. We believe we have sufficient capacity in the surety markets and liquidity from our cash flow and our various credit arrangements (including our Credit Facility) to allow us to respond to future requests for proposals that require such credit support.

We have service arrangements where we service third-party student loans in the Federal Family Education Loan program (FFEL) on behalf of various financial institutions. We service these loans for investors under outsourcing arrangements and do not acquire any servicing rights that are transferable by us to a third-party. At June 30, 2016, we serviced a FFEL portfolio of approximately 1.7 million loans with an outstanding principal balance of approximately $25.5 billion. Some servicing agreements contain provisions that, under certain circumstances, require us to purchase the loans from the investor if the loan guaranty has been permanently terminated as a result of a loan default caused by our servicing error. If defaults caused by us are cured during an initial period, any obligation we may have to purchase these loans expires. Loans that we purchase may be subsequently cured, the guaranty reinstated and the loans repackaged for sale to third parties. We evaluate our exposure under our purchase obligations on defaulted loans and establish a reserve for potential losses, or default liability reserve, through a charge to the provision for loss on defaulted loans purchased. The reserve is evaluated periodically and adjusted based upon management's analysis of the historical performance of the defaulted loans. As of June 30, 2016, other current liabilities include reserves which we believe to be adequate. At June 30, 2016, other current liabilities included reserves of approximately $4 for losses on defaulted loans purchased. In addition to potential purchase obligations arising from servicing errors, various laws and regulations applicable to student loan borrowers could give rise to fines, penalties and other liabilities associated with loan servicing errors.

Note 12—Related Party Transactions and Parent Company Investment

Allocation of Corporate Expenses

The Condensed Combined Statements of Loss, Condensed Combined Statements of Comprehensive Loss and Condensed Combined Statements of Cash Flows include an allocation of general corporate expenses from Xerox. The financial information in these Condensed Combined Financial Statements does not necessarily include all the expenses that would have been incurred or held by the BPO Business had it been a separate, standalone company. It is not practicable to estimate actual costs that would have been incurred had the BPO Business been a standalone company during the periods presented. The management of the BPO Business considers these allocations to be a reasonable reflection of the utilization of services by, or the benefits provided to, it. Allocations for management costs and corporate support services provided to the BPO Business for the six months ended June 30, 2016 and 2015 totaled $84 and $87, respectively. These amounts include costs for corporate functions including, but not limited to, senior management, legal, human resources, finance and accounting, treasury, information technology, marketing and communications, internal audit and other shared services. Where possible, these costs were allocated based on direct usage, with the remainder allocated on a basis of costs, headcount or other measures we have determined as reasonable.

	Six Months Ended June 30,	
	2016	2015
Research and development	$ 14	$ 22
Selling, administrative and general	70	65
Total Allocated Corporate Expenses	$ 84	$ 87

Net Parent Investment

Net Parent investment on the Condensed Combined Balance Sheets and Condensed Combined Statements of Changes in Parent Equity represents Xerox's historical investment in the BPO Business, the net effect of transactions with, and allocations from Xerox, and the BPO Business's accumulated earnings. Net transfers to Xerox are included within Net Parent investment. The components of Net transfers to Xerox and the reconciliation to the corresponding amount presented on the Condensed Combined Statements of Cash Flows were as follows:

	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Cash pooling and general financing activities	$ 274	$ 360
Corporate cost allocations	84	87
Income taxes	(21)	51
Divestitures and acquisitions, net	53	(891)
Capitalization of related party notes payable	—	1,017
Total net transfers from parent per Condensed Combined Statements of Changes in Parent Equity	390	624
Stock-based compensation	(10)	(5)
Capitalization of related party notes payable	—	(1,017)
Other, net	(18)	39
Total Net transfers from (to) Parent per Condensed Combined Statements of Cash Flows	$ 362	$ (359)

Related Party Receivables/Payables

Certain operating units of the BPO Business have various interest bearing notes under contractual agreements to and from Xerox and other related parties. The purpose of these notes is to provide funds for certain working capital or other capital and operating requirements of the business. Net interest expense on these notes with related party companies is recorded net in Related party interest in the Condensed Combined Statements of Loss and was $20 and $36 for the six months ended June 30, 2016 and 2015, respectively. These notes have fixed interest rates that range from 1.0% to 8.0%. The balances are reported within current assets as Related party notes receivable and within current liabilities as Related party notes payable in the Condensed Combined Balance Sheets as the balances are expected to be settled as part of the separation transaction.

Related Party Revenue and Purchases

The BPO Business provides various services to Xerox including those related to human resource, accounting and finance and customer care, which are reported as Related party revenue in the Condensed Combined Statements of Loss. The costs related to these services are reported as Related party cost of services in the Condensed Combined Statements of Loss.

The BPO Business also leased equipment and received related services, supplies and parts from Xerox and Xerox subsidiaries in the amount of $11 and $13 for the six months ended June 30, 2016 and 2015, respectively. The costs related to these services, supplies and parts are reported as Related party cost of services in the Condensed Combined Statements of Loss.

Note 13—Subsequent Event

The Condensed Combined Financial Statements of the BPO Business are derived from the Consolidated Financial Statements of Xerox Corporation, which issued its financial statements for the six months ended June 30, 2016 on August 4, 2016. Accordingly, the BPO Business has evaluated transactions or other events for consideration as recognized subsequent events in the financial statements through August 4, 2016. Additionally, the BPO Business has evaluated transactions and other events that occurred through the issuance of these Condensed Combined Financial Statements, August 15, 2016, for purposes of disclosure of unrecognized subsequent events.