

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (date of earliest event reported): December 2, 2016



**XEROX CORPORATION**

(Exact name of registrant as specified in its charter)

New York  
(State or other jurisdiction  
of incorporation)

001-04471  
(Commission File Number)

16-0468020  
(IRS Employer  
Identification No.)

P. O. Box 4505  
45 Glover Avenue  
Norwalk, Connecticut  
06856-4505  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (203) 968-3000

Not Applicable  
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements for Certain Officers**

On December 2, 2016, Registrant announced that William F. Osbourn, Jr., 52, will become Executive Vice President and Chief Financial Officer (“CFO”) of Xerox Corporation following completion of its separation into two independent, publicly-traded companies – Xerox Corporation, comprised of its Document Technology and Document Outsourcing businesses, and Conduent Incorporated, comprised of its Business Process Outsourcing business. The separation is expected to occur on or about December 31, 2016. Mr. Osbourn will join Xerox Corporation effective December 5, 2016 and will serve as chief financial officer of Registrant’s document technology business until the separation is complete.

Mr. Osbourn joins Xerox following a 13 year career at Time Warner Cable, which culminated with him serving as co-CFO. Mr. Osbourn also served as the Controller and Chief Accounting Officer, overseeing the Time Warner Cable’s accounting function for eight years. He played a key role in the spin-off of Time Warner Inc.’s cable business and the subsequent creation of Time Warner Cable as a separate publicly traded company. Before joining Time Warner, Mr. Osbourn spent 14 years at PricewaterhouseCoopers LLP in roles of increasing responsibility and was admitted to partnership in 2000.

The compensation arrangements for Mr. Osbourn are generally as follows:

|  |                            |
|--|----------------------------|
| Annual Base Salary:  | \$625,000                  |
| Target Short-Term Incentive Award Opportunity under Annual Performance Incentive Plan:         | 100% of Annual Base Salary |
| Target 2017 Long-Term Incentive Award Opportunity under Executive Long-Term Incentive Program: | \$2,250,000                |

In addition, Mr. Osbourn will receive:

|                              |             |
|------------------------------|-------------|
| Restricted Stock Unit Award: | \$1,125,000 |
|------------------------------|-------------|

Twelve months of salary continuance if employment is terminated by Xerox for any reason (other than for cause) during the first 12 months of employment.

Mr. Osbourn’s compensation arrangements with the Registrant are more fully described in the letter agreement that is being filed as an exhibit to this Current Report on Form 8-K.

Mr. Osbourn is not a party to any transaction requiring disclosure pursuant to Item 404(a) of Regulation S-K.

Xerox also announced that Leslie F. Varon, who has served as CFO of Xerox Corporation since October 2015, will step down as CFO as of the separation date and will retire from Xerox in March 2017.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| 10(v)              | Letter Agreement dated November 21, 2016 between Registrant and William F. Osbourn. |

**Forward Looking Statements**

This report and any exhibits to this report may contain “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. The words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “will,” “should” and similar expressions, as they relate to us, are intended to identify forward-looking statements. These statements reflect management’s current beliefs, assumptions and expectations and are subject to a number of factors that may cause actual results to differ materially. Such factors include but are not limited to: changes in economic conditions, political conditions, trade protection measures, licensing requirements and tax matters in the United States and in the foreign countries in which we do business; changes in foreign currency exchange rates; our ability to successfully develop new products, technologies and service offerings and to protect our intellectual property rights; the risk that multi-year contracts with governmental entities could be terminated prior to the end of the contract term and that civil or criminal penalties and administrative sanctions could be imposed on us if we fail to comply with the terms of such contracts and applicable law; the risk that our bids do not accurately estimate the resources and costs required to implement and service very complex, multi-year governmental and commercial contracts, often in advance of the final determination of the full scope and design of such contracts or as a result of the scope of such contracts being changed during the life of such contracts; the risk that subcontractors, software vendors and utility and network providers will not perform in a timely, quality manner; service interruptions; actions of competitors and our ability to promptly and effectively react to changing technologies and customer expectations; our ability to obtain adequate pricing for our products and services and to maintain and improve cost efficiency of operations, including savings from restructuring actions and the relocation of our service delivery centers; the risk that individually identifiable information of customers, clients and employees could be inadvertently disclosed or disclosed as a result of a breach of our security systems; the risk in the hiring and retention of qualified personnel; the risk that unexpected costs will be incurred; our ability to recover capital investments; the risk that our Services business could be adversely affected if we are unsuccessful in managing the start-up of new contracts; the collectability of our receivables for unbilled services associated with very large, multi-year contracts; reliance on third parties, including subcontractors, for manufacturing of products and provision of services; our ability to expand equipment placements; interest rates, cost of borrowing and access to credit markets; the risk that our products may not comply with applicable worldwide regulatory requirements, particularly environmental regulations and directives; the outcome of litigation and regulatory proceedings to which we may be a party; the possibility that the proposed separation of the Business Process Outsourcing (BPO) business from the Document Technology and Document Outsourcing business will not be consummated within the anticipated time

period or at all, including as the result of regulatory, market or other factors; the potential for disruption to our business in connection with the proposed separation; the potential that BPO and Document Technology and Document Outsourcing do not realize all of the expected benefits of the separation; and other factors that are set forth in the "Risk Factors" section, the "Legal Proceedings" section, the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section and other sections of our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2016, June 30, 2016 and September 30, 2016 and our 2015 Annual Report on Form 10-K filed with the Securities and Exchange Commission (SEC). Such factors also include, but are not limited to, the factors that are set forth in the "Risk Factors" section, the "Legal Proceedings" section and other sections of the Conduent Incorporated Form 10 Registration Statement, as amended, filed with the SEC. Xerox assumes no obligation to update any forward-looking statements as a result of new information or future events or developments, except as required by law.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, Registrant has duly authorized this Report to be signed on its behalf by the undersigned duly authorized.

Date: December 2, 2016

XEROX CORPORATION

By: */s/ D. H. Marshall*

Douglas H. Marshall  
Assistant Secretary

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

| <u>Exhibit No.</u> | <u>Description</u>  |
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PERSONAL & CONFIDENTIAL



November 21, 2016

William F. Osbourn  
[Street Address]  
[City, State Zip]

Jeffrey Jacobson  
President, Xerox  
Technology Business

Dear William,

Xerox Corporation  
45 Glover Avenue  
Norwalk, CT 06856

I am pleased to offer you the position of Chief Financial Officer, Document Technology upon hire and, effective upon separation of the Company, Executive Vice President and Chief Financial Officer, Xerox Corporation, subject to Board approval. This role will report to me in Connecticut and your start date will be December 5, 2016. Your starting base salary for this position will be paid monthly at the annualized rate of \$625,000.

You will be eligible to participate in our Annual Performance Incentive Plan (APIP) at an annualized target level of 100% of salary with a payout range of 0 to 2 times target. This plan pays annually based on overall Xerox results.

You will also be eligible to participate in the Executive Long Term Incentive Program (E-LTIP). Your 2017 award will have a target value of \$2,250,000 at the time of the initial grant. This award will be delivered during the annual cycle in 2017 at the same time as all other plan participants and will vest three-years from the date of grant. Details of this award will be provided to you upon grant.

You will also receive a special Restricted Stock Unit award with a value of \$1,125,000 at the time of the initial grant. The number of shares at grant will be determined on the grant date, based on the price of Xerox common stock on that date. These Restricted Stock Units will vest three years from the date of grant, provided you remain actively employed with Xerox through the vesting date. A formal award package, including the terms of the award, will be provided shortly after the grant date.

As a Corporate Officer of Xerox, you will also be eligible for the following programs:

- Financial Planning assistance up to \$10,000 every two years
- Eligibility for vacation totaling four weeks per year
- Participation in the Xerox Universal Life Insurance Program (XUL) for executives that provides a benefit of three times your annual base salary.

As a Corporate Officer ("Executive Officer") as defined, you will be subject to Securities and Exchange Commission (SEC) reporting requirements and to the SEC's rules related to the valuation and disclosure of executive compensation perquisites. You will receive communications on these topics directly from the Secretary of the Company.

You are also eligible for a special severance arrangement if your employment is terminated by Xerox for any reason (other than for cause) as defined herein. Severance benefits under this special arrangement will be the equivalent of twelve months of your annual base salary and paid in accordance with our regularly scheduled payroll. This arrangement will be in effect until your first anniversary date with Xerox, after which the standard severance policy in effect at the time will apply. The payment of any severance benefits will be contingent upon your execution of both a general release of all claims and an agreement not to engage in detrimental activity as determined by the Company upon your termination.

You will also be eligible for benefits under our relocation program to include expenses relating to the sale of your current residence and purchase of a new residence. In addition, this will include temporary housing for six months plus business expense commute each weekend for a period not to exceed six months. The relocation costs are to be paid back to Xerox if you voluntarily leave the company prior to your two-year anniversary date. Questions regarding relocation benefits can be directed to Karen Beveridge at XXX-XXX-XXXX or email [email address].

The Xerox Total Pay philosophy recognizes pay is more than just your salary. On your start date, you will be eligible to participate in a comprehensive benefits package that includes medical, dental, vision care, disability, life and accident insurance. Xerox also offers a 401(k) savings plan, which currently includes a dollar-for-dollar company match of 3%. In addition, Xerox offers a supplemental savings plan. When eligible, under this plan, you may defer 3% of your applicable compensation in excess of the IRS limit, which will be matched dollar-for-dollar.

Xerox respects and expects you to honor all of your obligations to your current and former employers. Should you accept this offer of employment, Xerox directs you not to use or disclose any confidential or proprietary information of any former employer in the course of your duties to Xerox. If you accept the offer and begin work at Xerox, and at any time, you feel you would need to use confidential information of a prior employer to perform your Xerox job duties, please notify the Xerox General Counsel and Corporate Secretary. Your Xerox job duties will be revised appropriately.

This offer will remain in effect through November 28, 2016. This offer is also contingent upon your signing of a release for pre-employment background checks (criminal, credit etc.), your signing of a Proprietary Information and Conflict of Interest Agreement and a Non-Compete Agreement, your successfully passing a pre-employment drug-screening test and our receipt of satisfactory responses to appropriate reference checks.

You will receive a separate email with instructions to go into our onboarding website where you will be presented with the option to accept or decline your offer. If you choose to accept the offer, the system will present several pre-employment tasks and forms, including the Background Investigation Authorization form, the Background Investigation Disclosure form and the Drug Screening Consent form. Please respond immediately to the items that are presented as completion of the tasks will progress you through the hiring process. **The drug screening test must be completed within three business days of the offer letter date.** Failure to do so may result in this offer being rescinded.

As a reminder, your username to login is: [user name] and your password is the same one you have been using throughout the hiring process.



We look forward to your acceptance of this offer; we believe that you will make significant contributions to the Corporation. If you have any questions, please feel free to contact Darrell Ford at XXX-XXX-XXXX.

Sincerely,

Jeffrey Jacobson  
President, Xerox Technology Business

*Should you choose to join Xerox, your employment is governed by the traditional legal principle of employment at will. This means that either you or Xerox can terminate the employment relationship at any time, for any reason, with or without cause, and with or without advance notice. This offer letter is not a contract of employment and does not guarantee future employment for any fixed duration. To meet its business needs in changing conditions, Xerox reserves the right to unilaterally change or terminate any of its benefit programs subject to applicable law.*

Copy:

D. Ford  
S. Morno-Wade  
C. Diamond