

QWEST LETTERHEAD

[Date]

Dear [Name]:

We are pleased to extend an offer of employment to you on behalf of [Insert Appropriate Qwest Entity, e.g, Qwest Corporation, Qwest Services Corporation, Qwest IT, Qwest Wireless, or Qwest Dex]. Qwest is an aggressive company unafraid of ambitious challenges. We expect the same qualities in our employees. The work environment is fast-paced and demanding, but in return for your contributions, you may expect to be well rewarded through highly competitive compensation and benefits programs. If Qwest sounds like the place for you, we hope you will seriously consider the attractive offer outlined below.

Position Title: [Title]

Position Type: [Regular Full Time/Regular Part-Time]

Hiring Manager: [Name]

Initial Work Location: [Address]

Base Compensation: \$[Amount] base annual salary

Stock Options: [Delete Paragraph if Inapplicable] Options to purchase [Number] shares of Qwest common stock pursuant to the Equity Incentive Plan, as amended. The purchase price of each share covered by the option will be the closing market price as of your first day of employment with Qwest. The options will vest and become exercisable in installments of twenty percent (20%) per year for 5 years from the date of the grant, for so long as you remain in continuous employment with Qwest.

2001 Incentive Compensation Plan:

Eligibility to participate in the 2001 Qwest Quarterly Incentive Compensation Plan. Your participation will start on the first day of the first

quarter following your date of hire. In this position, you may be eligible for incentive compensation of up to [% eligibility] of your annual base salary, at the discretion of the Company and subject to the terms of the Plan.

Hiring Bonus:

\$ [Amount or Delete if Inapplicable], less applicable taxes and deductions.

Relocation:

[Delete if Inapplicable] Reimbursement for relocation expenses at Tier [Insert Tier], as defined by the attached Relocation Policy.

First Day of Active Employment:

[Date or "To Be Determined."]

In addition to the above, you will be eligible to participate in a variety of employee benefit programs in accordance with the terms of the programs. These benefits currently include, but are not limited to, a medical, dental and vision care program, a retirement savings plan, a pension plan, life insurance, and Time Off with Pay (TOP). Under the terms of the current retirement savings plan, you will automatically be enrolled at a contribution level of three percent of your base salary. Your contribution will be achieved through payroll deductions. Qwest will match your contributions of up to three percent of your base salary dollar for dollar in Qwest stock. If you do not wish to be automatically enrolled in the plan at a contribution level of three percent, please call 1-877-QWEST401K anytime after your start date to make this change. Please keep in mind that all non-vested employee benefits may be modified or cancelled periodically throughout your employment at the sole discretion of the company. Vesting schedules are contained in the plan documents governing each benefit.

Please pay special attention to the following items as this offer of employment is conditional upon your completion of each within the time frames indicated, and several of the items require immediate attention:

1. **Successfully completing a drug test within two (2) business days of your receipt of this letter.** Please contact [Insert Name and telephone number] to obtain drug testing locations. You will not be contacted as to the results of your test unless there is a discrepancy.
2. **Completing and Returning the enclosed Information and Authorization form and Fair Credit Reporting Act Disclosure and Authorization form within two (2)**

- business days of your receipt of this letter.** You will not be contacted as to the results of the background checks that these forms authorize unless there is a discrepancy.
3. **Completing and returning the Qwest Application for Employment within two (2) business days of your receipt of this letter.** If your packet does not include an application, we currently have one on file for you.
 4. **Signing and returning this Conditional Offer Letter and Attachment within five (5) days of your receipt of this letter.** The Attachment will govern many of the specific legal conditions of our employer-employee relationship, and your offer is contingent upon you meeting and continuing to meet all of the conditions set forth therein, in the sole determination of Qwest. Please read these conditions carefully before signing.

Sincerely,

[Staffing Representative Name/Title/Telephone Number]

CONDITIONAL OFFER LETTER ATTACHMENT

As used in this Attachment, "QWEST" means Qwest Communications International, Inc., any successor, subsidiary, or affiliate of Qwest Communications International, Inc., and the employees, officers, directors, and agents of each. This Attachment supersedes any written or verbal representations regarding matters addressed herein, to the extent they are inconsistent.

EMPLOYMENT AT-WILL

Nothing in the conditional offer letter or this Attachment promises or implies employment for any particular duration. Just as you may terminate your employment at any time, with or without cause, QWEST may also terminate your employment at any time, with or without cause. This at-will employment relationship may not be modified except by written agreement signed by you and an authorized representative of the company at the Executive Vice President level or above. Nothing in the conditional offer letter, this Attachment or other communications, with the sole exception of the Agreement for Arbitration set forth below, creates or implies any promise of specific treatment upon which you can rely.

PRE-EMPLOYMENT INQUIRIES

As a condition of employment, the results of your pre-employment drug test and background check must be satisfactory to QWEST, in its sole discretion, regardless of whether you are placed on the payroll or begin work prior to the determination as to whether your results are satisfactory. The background check may include, but is not limited to, verification of social security number, work experience, training, licenses, certificates, and educational experience and examination of your driving record and criminal history.

COMPLIANCE WITH LEGAL REQUIREMENTS AND POLICIES

As a condition of employment, within three business days of beginning work, you must complete the Form I-9 and present appropriate documents, as required by the federal government, to establish your identity and eligibility to work in the United States. You must provide satisfactory original documentation from the lists on the Form I-9. You must agree to abide by the Qwest Code of Conduct and Qwest policies as they are issued or modified from time to time. Within fourteen days of starting employment, you must complete a statement acknowledging that you have reviewed the Qwest Code of Conduct. In addition, you must complete periodic compliance training as a condition of continuing employment. Now and throughout your employment with QWEST, you are required to disclose to QWEST's Corporate Compliance department all potential or actual conflicts of interest. You must familiarize yourself with QWEST's Conflict of Interest Policy, which is part of the Qwest Code of Conduct, so that you can identify potential conflicts of interest. Situations in which conflicts may arise include, but are not limited to, those

involving the employment of relatives, you having a direct financial interest in a competitor's or supplier's firm, or you holding a job outside of QWEST with a supplier or competitor. Please contact Corporate Compliance if you have any questions about this policy or need more detailed information. If you do not identify any conflicts of interest to the Corporate Compliance department prior to signing this Attachment, then by signing, you are confirming to QWEST that you have no conflicts of interest.

INTELLECTUAL PROPERTY

As a condition of employment, you must agree that any inventions, discoveries, creations (including without limitation software, writings, drawings and other works), improvements, Confidential Information and other intellectual property that you may develop or create, or assist in developing or creating during your employment with QWEST, whether or not patentable or eligible for copyright, that relate to the actual, planned, or foreseeable business or other activities of QWEST, or that result from your work for QWEST, shall be the exclusive property of QWEST. You shall promptly disclose such property to QWEST and shall, both during and after your employment, and without additional compensation, execute all assignments and other documents and do all things reasonably necessary to secure and enforce U.S. and foreign intellectual property rights for QWEST, including patents and copyrights. You are not obligated to assign any intellectual property to QWEST that you created prior to your employment with QWEST. You must identify in writing on a separate page any such intellectual property that has not been patented or published and forward it along with this Attachment to QWEST.

CONFIDENTIAL INFORMATION

As a condition of employment, you must agree that during your employment with QWEST, you shall not disclose or use for the benefit of any person or entity other than QWEST any Confidential Information, as defined below. In addition, during your employment with QWEST, you shall not disclose or use for the benefit of QWEST, yourself or any other person or entity any confidential or trade secret information belonging to any former employer or other person or entity to which you owe a duty of confidence or nondisclosure of such information. On the day your employment with QWEST ends, you shall return all Confidential Information to QWEST. From that day forward you shall not disclose Confidential Information to any person outside QWEST, or use Confidential Information for any purpose. "Confidential Information" is any oral or written technical or business information not generally known outside of QWEST, including without limitation, sensitive business information, trade secrets, intellectual property, customer records and lists, negotiations, policy manuals, merger and acquisition plans, training materials and marketing plans, corporate financial information, software and documentation, performance evaluations, analyses of competitive products, contracts and sales proposals, employment records, other critical and sensitive information, internal audit reports, and all information regarding which QWEST owes a third party a duty of confidence or nondisclosure.

NON-SOLICITATION

As a condition of employment, you must agree that during the term of your employment with QWEST and for a period of one year after termination for any reason, you will not directly or indirectly induce, solicit, or entice away from QWEST any person who, at any time during the three months immediately preceding your termination, was an employee of QWEST.

RECOVERY OF BENEFITS, OVERPAYMENTS AND INDEBTEDNESS

As a condition of employment, you must agree that both during your employment and upon termination, QWEST may, where permitted by law, withhold from any compensation due to you, all amounts necessary to compensate the company for your overuse of Time Off with Pay, all amounts you received from the company to which you were not legally entitled, and all indebtedness to the company, including but not limited to unpaid wireless telephone charges and company credit card charges. If you voluntarily leave QWEST within one year or are terminated for violation of the Code of Conduct, you must refund a prorated portion of any hiring bonus and relocation expenses you received (including any tax payments made on these amounts on your behalf) or have that amount withheld from your salary or other compensation. Should QWEST incur legal expenses in collecting these amounts, you are personally liable for such expenses.

AGREEMENT FOR ARBITRATION

As a condition of employment, you must agree that any claim, controversy or dispute between you and QWEST relating in any way to your employment, compensation, the termination of your employment, or the interpretation of the conditional offer letter or this Attachment, whether sounding in contract, statute, tort, fraud, misrepresentation, discrimination or any other legal theory, including but not limited to disputes relating to the interpretation of the conditional offer letter or this Attachment; claims under Title VII of the Civil Rights Act of 1964, as amended; claims under the Civil Rights Act of 1991; claims under the age Discrimination in Employment Act of 1967, as amended; claims under 42 U.S.C. sections 1981, 1981a, 1983, 1985, or 1988; claims under the Family and Medical Leave Act of 1993; claims under the Americans with Disabilities Act of 1990, as amended; claims under the Rehabilitation Act of 1973, as amended; claims under the Fair Labor Standards Act of 1938, as amended; claims under the Employee Retirement Income Security Act of 1974, as amended; claims under the Colorado Anti-Discrimination Act; or claims under any other similar federal, state, or local law or regulation, whenever brought or amended, shall be resolved by arbitration. However, if you would be legally required to exhaust administrative remedies before obtaining legal relief, you can and must exhaust such administrative remedies prior to pursuing arbitration. The only legal claims between you and QWEST that are not included within this Agreement for Arbitration are claims

by you for workers' compensation or unemployment compensation benefits. **By signing this Attachment, you voluntarily, knowingly and intelligently waive any right you may otherwise have to seek remedies in court or other forums, including the right to a jury trial. QWEST also hereby voluntarily, knowingly and intelligently waives any right it might otherwise have to seek remedies against you in court or other forums, including the right to a jury trial.** The Federal Arbitration Act, 9 U. S.C. sections 1-16 ("FAA") shall govern the arbitrability of all claims, provided that they are enforceable under the FAA, as it may be amended from time to time. In the event the FAA does not govern, the Colorado Uniform Arbitration Act shall apply. In the event the Colorado Uniform Arbitration Act may not lawfully be applied, the law of the state in which you principally performed the duties of your position with QWEST shall apply. Additionally, the substantive law of Colorado, to the extent it is consistent with the terms stated in this Attachment, shall apply to any common law claims. This Agreement for Arbitration supersedes any prior arbitration agreement between you and QWEST.

A single arbitrator engaged in the practice of law shall conduct the arbitration under the applicable rules and procedure of the American Arbitration Association ("AAA"). Any dispute that relates to your employment with QWEST or to the termination of your employment will be conducted under the AAA National Rules for the Resolution of Employment in effect when the demand for arbitration is filed. The parties shall mutually agree upon an arbitrator and a location for the arbitration within metropolitan Denver, Colorado. Other than as set forth herein, the arbitrator shall have no authority to add to, detract from, change, amend, or modify existing law. The arbitrator shall have the authority to order such discovery as is necessary for a fair resolution of the dispute. The arbitrator may award punitive damages, where provided for by statute or the common law, subject to applicable caps (including but not limited to those set forth in 42 U.S.C. Section 1981a), regardless of any limitations imposed by federal, state, or local laws regarding punitive damage awards in arbitration proceedings. All arbitration proceedings, including without limitation, settlements under this Agreement for Arbitration will be confidential. You shall not be required to pay more than One Hundred Fifty Dollars of the arbitrator's hourly fees and expenses. The prevailing party in any arbitration shall be entitled to receive reasonable attorneys' fees as provided by law. The arbitrator's decision and award shall be final and binding, as to all claims that were, or could have been raised in the arbitration, and judgment upon the award rendered by the arbitrator may be entered to any court having jurisdiction thereof. The arbitrator's award shall be in writing and shall reveal the essential findings and conclusions on which the award is based. If any party hereto files a judicial or administrative action asserting claims subject to this Agreement for Arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, not to exceed two thousand, five hundred dollars.

By signing below, I affirm my understanding of and agreement to the terms and conditions set forth above, and hereby accept this offer of employment:

Signature: _____ Date: ___/___/___

SSN: ___ - ___ - ___ Date Of Birth: ___/___/___