

APPLICANT'S SSN & LOCATION ID TO BE COMPLETED BY THE APPLICANT

Social Security Number

Location #

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If you wish to be considered for employment you must read and sign the following agreement. Included with this application is the Circuit City Dispute Resolution Rules and Procedures. You should familiarize yourself with these rules and procedures prior to signing the Agreement. You will note that if you consent at this time you do have three (3) days to withdraw your consent.

CIRCUIT CITY DISPUTE RESOLUTION AGREEMENT

I recognize that differences possibly may arise between Circuit City Stores, Inc. and me during my application or employment with Circuit City (Circuit City Stores, Inc. includes affiliated U.S. companies). I recognize that it is in the interest of both Circuit City and me that disputes be resolved in a manner that is fair, private, expeditious, economical, final, and less burdensome or adversarial than court litigation. Circuit City has an effective Open Door Policy, and I will try to take advantage of it where feasible. I understand, however, that not all issues can be resolved using the Open Door Policy.

Except as set forth below, both Circuit City and I agree to settle any and all previously unasserted claims, disputes, or controversies arising out of relating to my application or candidacy for employment, employment, and/or cessation of employment with Circuit City exclusively by final and binding arbitration before a neutral Arbitrator. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991; the Americans with Disabilities Act; the Family Medical Leave Act; the law of contract; and the law of tort.

I understand that if I do file a lawsuit regarding a dispute arising out of or relating to my application or candidacy for employment, employment, or cessation of employment, Circuit City may use this Agreement in support of its request to the court to dismiss the lawsuit and require me instead to use arbitration.

I understand that I still may exercise my right under the National Labor Relations Act and file charges with the National Labor Relations Board. I further understand that I still may file administrative charges with the Equal Employment Opportunity Commission or a similar federal, state, or local agency, but the only final and binding determination of the merits shall be before a neutral arbitrator.

I understand that I must file a claim for arbitration within one (1) year of the day on which I know or, through reasonable diligence, should have known of the facts giving rise to my claim or within one (1) year of receiving a right to sue letter. I further agree that if I commence an arbitration, it will be conducted in accordance with the Circuit City Dispute Resolution Rules and Procedures.

I understand that neither this Agreement nor the Dispute Resolution Rules and Procedures form a contract of employment between Circuit City and me. I further understand that my signature to this Agreement in no way guarantees that Circuit City will offer me employment. If Circuit City does offer me employment and I become employed at Circuit City, this Agreement in no way alters the "at-will" status of my employment. I understand that my employment, compensation, and terms and conditions of employment can be altered or terminated, with or without cause, and with or without notice, at any time, at the option of either Circuit City or myself. I understand that no store manager or representative of Circuit City, other than an Officer of Circuit City at the level of Vice President or above, has any authority to enter into any agreement for employment for any specific duration, to make any agreement contrary to the foregoing, or to alter the Circuit City Dispute Resolution Rules and Procedures.

Applicant's Initials

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The Dispute Resolution Agreement and the Dispute Resolution Rules and Procedures affect your legal rights. By signing this Agreement you acknowledge receipt of the Dispute Resolution Rules and Procedures. You may wish to seek legal advice before signing this Dispute Resolution Agreement.

I have read this Agreement and understand that I should read the Dispute Resolution Rules and Procedures over the next few days.

I understand that I may withdraw my consent to this Agreement within three (3) days from the date on which I sign below by notifying the Staffing and Career Resources Department in writing (including my Social Security Number and the address of the location where I applied for employment) that I am withdrawing my application for employment at Circuit City. The address for the Staffing and Career Resources Department is:

Circuit City Stores, Inc.
Staffing and Career Resources Department
9954 Mayland Drive
Richmond, VA 23233

I understand that by so notifying the Staffing and Career Resources Department, I will not be bound to this Agreement and that I no longer will be eligible for employment at Circuit City. I recognize that if I sign the Agreement and do not withdraw within three (3) days of signing I will be required to arbitrate, as explained above, employment-related claims that I may have against Circuit City, whether or not I become employed by Circuit City.

This Agreement will be enforceable throughout the application process, my employment, and thereafter with respect to any such claims arising from or relating to my application or candidacy for employment, employment, or cessation of employment with Circuit City. We then must arbitrate all such employment-related claims, and we may not file a lawsuit in court.

Circuit City agrees to consider this Employment Application and to follow this Dispute Resolution Agreement and the Dispute Resolution Rules and Procedures in connection with the Associate who consents below.

AGREED:

[Handwritten signature]

Eric A. Jonas Jr.
Senior Vice President, Human Resources
Circuit City Stores, Inc.

Signature

Date

Social Security Number

Signature of Parent or Guardian
(if under 18 years of age)

Date