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**From:** Shauna Holman Harries  
**To:** Luong, Hoan - OFCCP  
**CC:** Neil Bourque; Lida Daniel; Charles Nyakundi; Sean Smith; Kela Moon  
**Sent:** 10/29/2015 9:11:12 PM  
**Subject:** HQCA 8 of 29  
**Attachments:** HQCA - Personnel file 7 - [REDACTED].zip

Best Regards,  
Shauna Holman-Harries

**ORACLE**

Shauna Holman-Harries - Director Diversity Compliance  
Phone: +1 602 333 9112 | Fax: +1 602 333 9112 | Mobile: +1 480 689 1858

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**"Working to create an inclusive, diverse culture that drives innovation and business success."**

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 | Oracle is committed to developing practices and products that help protect the environment



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Name  
Last [Redacted]  
First [Redacted]  
Title  
Prefix  
Suffix  
Middle

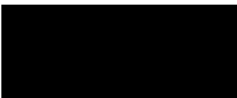
Gender: Male  
Action  
Person Type for Action  
Person Types  
Employee  
Identification  
Employee  
Social Security [Redacted]

Personal Employment Office Details Applicant Further Name Other Benefits

Birth Date [Redacted] Age [Redacted]  
Town of Birth  
Region of Birth  
Country of Birth  
Status Married  
Nationality  
Registered Disabled No

Effective Dates  
From [Redacted] To  
Latest Start Date [Redacted] [No]

Address Assignment Special Info Others...



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Name

Last

First

Title

Prefix

Suffix

Middle

Gender  Action

Person Type for Action

Person Types

Employee

Identification

Employee

Social Security

Personal Employment Office Details Applicant Further Name Other Benefits

Ethnic Origin	<input type="text"/>	I-9 Status	Exempt
Ethnicity Disclosed	<input type="text"/>	I-9 Expiration	<input type="text"/>
VETS100	<input type="text"/>	New Hire	Include in New Hire Rep
<input type="checkbox"/> Child Support Obligation		Exception Reason	<input type="text"/>
<input type="checkbox"/> Opted for Medicare		Vets 100A	<input type="text"/>

Effective Dates

From  To  Latest Start Date  [ Nc ]

Address Assignment Special Info Others...

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

Previous Employment Information

Previous Employer

Employer

Address

Country

Type

Sub Type

Description

All Assignments

Start Date

End Date

Years

Months

Days

Further Information

Previous Job

Start Date	End Date	Job	Employee Category	Years	Months
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Extra Information

Assignment - Previous Job Mappings

Assignment	Job	Start Date	End Date	Years	Months
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



Oracle Applications - GSIA

File Edit View Folder Tools Window Help

People

Schools and Colleges Attended

School or College	Start Date	End Date	Full Time	[ ]
			<input type="checkbox"/>	▲
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	⋮
			<input type="checkbox"/>	⋮
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	▼



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Assignment

Organization	SM92 - EPM Disclosure Management - OR	Group	Oracle No Standard No
Job	10842_QA Manager-ProdDev.PRODEV.TECI	Position	
Grade		Payroll	Semi-Monthly
Location	US-CA-Redwood City-200 Oracle Parkway	Status	Active Assignment
		Vacancy	
Assignment Number		Collective Agreement	
Assignment Category	Full Time - Regular	Employee Category	

Salary Information Supervisor Probation & Notice Period Standard Conditions Statutory Information

Name	
Worker Number	
Assignment Number	

Effective Dates

From [ ] To [ ] [Me]

Salary Entries Others...



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Salary Administration

Previous Proposal

Date [Redacted] Salary Basis Annual

Currency USD Last Value [Redacted]

Bases/Year 1 Annual Salary [Redacted]

Conversion Rate 1.00 Converted Salary [Redacted]

Salary Proposal

Change Date [Redacted] Currency USD

Change Value [Redacted] New Value [Redacted]

Change % 2.0 Annual Salary [Redacted]

Reason Annual Salary Review  Approved

Ranking [Redacted] Next Review [Redacted]

Performance Review [Redacted]

Grade Salary Limits

Grade [Redacted]

Currency USD

Min Salary [Redacted]

Max Salary [Redacted]

Comparatio 107.199

Salary Information

Salary Basis Annual

Pay Basis Annual Salary

Bases/Year 1

Proposal Components

Reason	Change Value	Change %	Approved
[Redacted]			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

Performance



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Performance

Interview

Type Performance Appraisal

Location

Date 15-JUN-2015

Rating 4 - Exceeds Expectations

Next Date [ ]

Assessment Number

Salary History

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

Change Date	Review Date	Reason	Approved	Currency Code	Previous	Change	%	Actual	Rating	Ranking	Grade	Min	Maximum	Comparatio	Minimum	Hourly	Payroll	Monthly	Annual
		Annual Salary Re		USD			2.5							107.2					
		Annual Salary Re		USD			1.98							105.637					
		Annual Salary Re		USD			2.25							104.908					
		Annual Salary Re		USD			2.62							106.81					
		Annual Salary Re		USD			2.0							107.25					

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

Change Date	Review Date	Reason	Approved	Currency Code	Previous	Change	%	Actual	Rating	Ranking	Grade	Min	Maximum	Comparatio	Minimum	Hourly	Payroll	Monthly	Annual
		Annual Salary Re		USD			2.25							104.908					
		Annual Salary Re		USD			2.48							106.81					
		Annual Salary Re		USD			2.0							107.25					
		Annual Salary Re		USD			2.91							107.25					
		New Hire		USD										106.87					



# Employment History

Oracle Applications

File Edit View Folders Tools Window Help

Oracle

Job History of Assignments

From Date	To Date	Assignment	Contract	Employment Category	Grade	Internal	Job	Last Updated By	Last Update Date	Location	Manager	Normal	Normal	Normal	Organization	Payroll	People Group	Position	Primary
02-MAR-2011	31-OCT-2011			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	US-CA-Redwood C		17.00	40	09.00	SM92 - EPM Desch	Semi-Monthly	Oracle No Standard		Yes
16-JUN-2010	07-MAR-2011			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	US-CA-Redwood C		17.00	40	09.00	SM92 - EPM Desch	Semi-Monthly	Oracle No Standard		Yes
16-FEB-2010	17-JUN-2010			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	SM92 - EPM Desch	Semi-Monthly	Oracle No Standard		Yes
02-MAR-2011	15-FEB-2010			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	SM92 - EPM Desch	Semi-Monthly	Oracle No Standard		Yes

Oracle Applications

File Edit View Folders Tools Window Help

Oracle

Job History of Assignments

Manager	Normal	Normal	Normal	Organization	Payroll	People Group	Position	Primary	Probation	Probation	Probation	Reason	Restrictor	Recurint	Salary Basis	Special	Status	Statutory Information	Supervisor	Title	Vacancy	Working Hours	Fr	Effective
	17.00	40	09.00	SM92 - EPM Desch	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle Am					Week		17
	17.00	40	09.00	SM92 - EPM Desch	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle Am					Week		17
	17.00	40	09.00	SM92 - EPM Desch	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle Am					Week		17
	17.00	40	09.00	SM92 - EPM Desch	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17

Oracle Applications

File Edit View Folders Tools Window Help

Oracle

Job History of Assignments

From Date	To Date	Assignment	Contract	Employment Category	Grade	Internal	Job	Last Updated By	Last Update Date	Location	Manager	Normal	Normal	Normal	Organization	Payroll	People Group	Position	Primary
02-MAR-2011	29-JAN-2010			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	SM92 - EPM Desch	Semi-Monthly	Oracle No Standard		Yes
20-SEP-2008	25-JAN-2010			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	HP94 - Financial R	Semi-Monthly	Oracle No Standard		Yes
14-NOV-2008	27-SEP-2008			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard		Yes
12-NOV-2008	11-NOV-2008			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	HOME 04130 CA-1		17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard		Yes
06-DEC-2007	11-NOV-2008			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard		Yes

Oracle Applications

File Edit View Folders Tools Window Help

Oracle

Job History of Assignments

Manager	Normal	Normal	Normal	Organization	Payroll	People Group	Position	Primary	Probation	Probation	Probation	Reason	Restrictor	Recurint	Salary Basis	Special	Status	Statutory Information	Supervisor	Title	Vacancy	Working Hours	Fr	Effective
	17.00	40	09.00	SM92 - EPM Desch	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17
	17.00	40	09.00	HP94 - Financial R	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17
	17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17
	17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17
	17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17

Oracle Applications

File Edit View Folders Tools Window Help

Oracle

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From Date	To Date	Assignment	Contract	Employment Category	Grade	Internal	Job	Last Updated By	Last Update Date	Location	Manager	Normal	Normal	Normal	Organization	Payroll	People Group	Position	Primary
02-MAR-2011	11-NOV-2008			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard		Yes
02-JUL-2007	05-DEC-2007			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard		Yes
02-JUL-2007	06-JUL-2007			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard		Yes
02-JUL-2007	04-JUL-2007			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	HP27 - Hypaton B1	Semi-Monthly	Oracle No Standard		Yes
02-JUL-2007	02-JUL-2007			Full Time - Regular			10642 QA Manager-ProdDev/PRODEV TECHQA M2	HR_PROCESS_US	25-AUG-2013 15:11	SANTA CLARA		17.00	40	09.00	HP27 - Hypaton B1	Semi-Monthly	Oracle No Standard		Yes

Oracle Applications

File Edit View Folders Tools Window Help

Oracle

Job History of Assignments

Manager	Normal	Normal	Normal	Organization	Payroll	People Group	Position	Primary	Probation	Probation	Probation	Reason	Restrictor	Recurint	Salary Basis	Special	Status	Statutory Information	Supervisor	Title	Vacancy	Working Hours	Fr	Effective
	17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17
	17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17
	17.00	40	09.00	HP77 - EPM Smart	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17
	17.00	40	09.00	HP27 - Hypaton B1	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17
	17.00	40	09.00	HP27 - Hypaton B1	Semi-Monthly	Oracle No Standard	Yes					Merger and Acquis		Annual	Annual	Active Assignment	Payroll Oracle USA					Week		17

[REDACTED]

[REDACTED]

Dear [REDACTED]

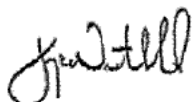
As you are aware, Oracle Corporation has acquired [REDACTED]. As a result of this transaction, we are pleased to offer you the position of Manager, Quality Assurance with Oracle USA, Inc. ("Oracle") Your position with Oracle USA, Inc. will be effective upon the completion of the reorganization of [REDACTED] and its subsidiaries in the United States (currently anticipated to be [REDACTED]), and will be contingent upon your successful completion of Oracle's background check process as well as your continued employment by [REDACTED] until your employment commences with Oracle USA, Inc.

We are offering you starting compensation at the annual rate of [REDACTED]. In addition, you will be eligible to participate in the standard compensation plan for your position.

To accept this offer, please sign the enclosed Employment Agreement and Mutual Agreement to Arbitrate, Proprietary Information Agreement, Data Privacy Agreement, and any remaining new hire documents and return them to Oracle, ATTN: Americas HRSSC (Hyperion), 1001 Sunset Boulevard, Rocklin, CA 95765 for delivery by May 29, 2007. If you have any questions, please contact your current [REDACTED] manager, or your Oracle hiring manager. This offer remains open until [REDACTED].

We look forward to having you begin work with us.

Sincerely,



Joyce E. Westerdahl  
Senior Vice President, Human Resources

Enclosure: New Employee Packet

## PROPRIETARY INFORMATION AGREEMENT

*Oracle USA, Inc. and its affiliates ("Oracle") develop, market, license and distribute computer software products and other technology, and provide technical support, consultation, educational and other services relating to Oracle's products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.*

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information."

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or licensed to Oracle by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence. I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorized third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person. I will not bring any proprietary information of a former employer or other entity or person to Oracle. I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, the other entity or person.
3. I will promptly disclose to Oracle, will hold in trust for the sole right and benefit of Oracle, and hereby assign to Oracle all my right, title and interest in and to any and all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, apparatus, computer programs, programming documentation, and other works of authorship, including any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours. I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any and all patent, copyright, trade secret or other right or interest in any Development for any and all countries. This provision does not apply to Developments which qualify fully under the provisions of section 2870 of the California Labor Code, or any other statute or common law doctrine of like effect, which states:

- (a) Any provision in an employment agreement which provides that an employee shall assign,

or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

4. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
5. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
6. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
7. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
8. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.
9. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, where my conduct would constitute a misappropriation of trade secrets, unfair competition, other civil wrong, or where such conduct is subject to direct legal prohibition, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customers or clients if I solicited, called on or performed services for that Oracle customer or client or prospective customer or client during the twelve months preceding my termination from Oracle.
10. I understand and acknowledge that my employment relationship with Oracle may be altered or terminated "at will" and that nothing in this agreement alters my "at will" status.
11. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
12. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in federal court in San Francisco, California or state court in San Mateo County, California. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
13. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.
14. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Employee Number: \_\_\_\_\_



## Employment Agreement & Mutual Agreement to Arbitrate

Please read this Agreement carefully before you agree to its terms by signing it. You may wish to consult an attorney prior to signing the Agreement. The Agreement sets forth certain important benefits, terms and conditions related to your employment with Oracle. It also sets forth the mutual agreement between you and Oracle to arbitrate any dispute or claim arising out of or related to your Oracle employment and to waive all rights to a trial or hearing before a court or jury.

### Proprietary Information

Oracle's proprietary rights and confidential information are among the company's most important assets. In addition to signing this Agreement as a condition of employment, you also must sign the Proprietary Information Agreement included in the New Employee Packet.

### Oracle Policies

Your adherence to the Oracle Code of Ethics and Business Conduct, set forth in a booklet included in the New Employee Packet, is vital to Oracle and to your success at Oracle. When you sign this Agreement, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and you are agreeing to abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. In addition, when you sign this Agreement, you are acknowledging that you have read the letter addressing Oracle's Safety Program highlights included in the New Employee Packet. The Oracle Code of Ethics and Business Conduct and the Oracle Employee Handbook are on the Oracle intranet and accessible to all employees. You agree, after beginning employment, to access the Employee Handbook and thoroughly familiarize yourself with Oracle policies and to abide by them. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

Oracle is a government contractor, and, as such, certain federal, state, and local laws may place prohibitions or other restrictions on the ability of former government workers, and/or relatives of current or former government workers, to be employed by or to perform certain work on behalf of Oracle. By signing below, you are affirming that your employment with Oracle, and any work you perform while employed by Oracle, will not conflict with any such prohibitions or restrictions.

### Employment Eligibility

In order to comply with the Immigration Reform and Control Act of 1986, the federal government requires the company to examine documents which prove your legal right to work in the United States. Please see the Verification of Eligibility for Employment information which also is a part of the New Employee Packet.

### Benefits

Oracle offers its employees a comprehensive medical, dental, vision, life and disability insurance package through Oracleflex, a flexible benefits program. Oracleflex may require employee contributions. The company also offers benefits including a 401(k) Savings and Retirement Plan, an Employee Stock Purchase Plan, a Dependent Care Reimbursement Plan and an Educational Reimbursement Plan. The details of these plans are included in the New Employee Packet and/or are available on the Oracle intranet. You understand that you must make your Oracleflex benefits elections within the limited time period set forth in the communication accompanying your personal identification number that you will receive after beginning employment.

By signing this Agreement, you authorize Oracle to deduct from your compensation any and all contributions associated with your elections under Oracleflex, the Oracle 401(k) Savings and Investment Plan, the Oracle Employee Stock Purchase Plan, or any other benefit offered by Oracle in which you participate and for which an employee contribution is required.

Your starting compensation, position and other terms and conditions related to your employment are set forth in the offer letter you received. By signing this Agreement, you also are agreeing to the terms and conditions set forth in the offer letter. Oral or written representations contradicting or supplementing the terms of the offer letter are not valid.

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#### At-Will Employment

Employment at Oracle is at-will. The company makes no express or implied commitment that your employment will have a minimum or fixed term, that Oracle may take adverse employment action only for cause or that your employment is terminable only for cause. Either you or Oracle may terminate the employment relationship at any time for any reason. Additionally, Oracle may take any other employment action at any time for any reason. No one at Oracle may make, unless specifically authorized in writing by Oracle's Board of Directors, any promise, express or implied, that employment is for any fixed term or that cause is required for the termination of or change in the employment relationship.

#### Equal Employment Opportunity and Escalation Process

Oracle believes that all employees should be treated fairly and equitably in conformance with its Equal Employment Opportunity policies. We take personnel action without regard to race, color, national origin, sex, marital status, age, religion, disability or sexual orientation. Our commitment to these policies applies to every phase of the employment relationship, and we make every effort to comply with these policies. If, however, you feel you have not been treated fairly in some way in your Oracle employment, you agree, before taking any other action, to make a written complaint to a Director of the Human Resources Department and to allow individuals within the Department a reasonable period of time in which to investigate and informally attempt to resolve your issues.

#### Mutual Agreement to Arbitrate

You and Oracle understand and agree that any existing or future dispute or claim arising out of or related to your Oracle employment, or the termination of that employment, will be resolved by final and binding arbitration and that no other forum for dispute resolution will be available to either party, except as to those claims identified below. The decision of the arbitrator shall be final and binding on both you and Oracle and it shall be enforceable by any court having proper jurisdiction.

The arbitration proceedings shall be conducted pursuant to the Federal Arbitration Act, and in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association or the Employment Arbitration Rules and Procedures adopted by Judicial Arbitration & Mediation Services ("JAMS"). The arbitrator will have all the powers a judge would have in dealing with any question or dispute that may arise before, during and after the arbitration.

#### Claims Not Covered

Claims for benefits under the workers' compensation, unemployment insurance and state disability insurance laws are not covered by this Arbitration Agreement. Additionally, claims by you or by Oracle for temporary restraining orders or preliminary injunctions ("temporary equitable relief") in cases in which such temporary equitable relief would be otherwise authorized by law are not covered by this Arbitration Agreement. In such cases where temporary equitable relief is sought, the trial on the merits of the action will occur in front of, and will be decided by, the arbitrator, who will have the same ability to order legal or equitable remedies as could a court of general jurisdiction.

#### Costs

Oracle agrees to bear the costs of the arbitrator's fee and all other costs related to the arbitration, assuming such costs are not expenses that you would be required to bear if you were bringing the action in a court of law. You and Oracle shall each bear your own attorneys' fees incurred in connection with the arbitration, and the arbitrator will not have authority to award attorneys' fees unless a statute at issue in the dispute or other appropriate law authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator shall have the authority to make an award of attorneys' fees as permitted by the applicable statute or law.

#### Consideration

You understand and acknowledge that you are offered employment in consideration of your promise to arbitrate claims. In addition, the promises by Oracle and by you to resolve claims by arbitration in accordance with the provisions of this Arbitration Agreement, rather than through the courts, provide consideration for each other.

#### Knowing and Voluntary Agreement; Complete Agreement

You understand and agree that you have been advised to consult with an attorney of your own choosing before signing this Employment Agreement & Mutual Agreement to Arbitrate, and you have had an opportunity to do so.

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**YOU FURTHER UNDERSTAND AND AGREE THAT YOU HAVE READ THIS EMPLOYMENT AGREEMENT & MUTUAL AGREEMENT TO ARBITRATE CAREFULLY. BY SIGNING IT, YOU ARE EXPRESSLY WAIVING ANY AND ALL RIGHTS TO A TRIAL OR HEARING BEFORE A COURT OR JURY OF ANY AND ALL DISPUTES AND CLAIMS SUBJECT TO ARBITRATION UNDER THIS ARBITRATION AGREEMENT WHICH CLAIMS YOU MAY NOW OR IN THE FUTURE HAVE.**

This Arbitration Agreement contains the complete agreement between Oracle and you regarding the subject of arbitration and alternate dispute resolution, and supersedes any and all prior written, oral, or other types of representations and agreements between Oracle and you, if any.

Severability

If any portion of this Employment Agreement & Mutual Agreement to Arbitrate shall, for any reason, be held invalid or unenforceable, or contrary to public policy or any law, the remainder of the Agreement shall not be affected by such invalidity or unenforceability, but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Modification

This Employment Agreement & Mutual Agreement to Arbitrate may be modified only in a writing, expressly referencing this Agreement and you by full name, signed by you and Oracle's Board of Directors.

By signing below you are agreeing that you have read and understood every provision of this Agreement and that, in consideration for your employment at Oracle, you agree to abide by its terms.

ACKNOWLEDGED AND ACCEPTED:

[Redacted]

Print

[Redacted]

Signature

[Redacted]

Previous Employee Number

[Redacted]

Date

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## ORACLE'S INTERNAL PRIVACY POLICY-INDIVIDUAL PERSONAL DATA

Individual personal data is information on any person that either identifies them or from which they may be identified. All individual personal data at Oracle and its subsidiaries ("Oracle") is regarded as confidential information and all individuals who have access to this data must respect its confidentiality. Failure to do so may lead to disciplinary action.

Oracle human resources electronic data is held and secured at a global level in the United States. Collection and management of human resources data is the responsibility of the local human resources departments and they are accountable for local rights in relation to this data. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Personal data may be shared with external organizations as required to permit their provision of services to the Oracle workforce. Your provision of personal data confirms your consent to this process.

To adequately safeguard personal data privacy at local and global levels, Oracle maintains global policies and procedures to protect the confidentiality and security of individual personal data. Oracle requires that external organizations providing services to the workforce of Oracle only use the information in furtherance of the specific service they are rendering and requires that they treat the information confidentially. Please note that any permission granted by Oracle employees to such service providers relating to other services is outside the scope of these confidentiality requirements.

Oracle manages personal data in accordance with the following general principles:

**Collection** - data is collected for purposes associated with working for Oracle. Examples include information needed to operate payroll and obtain benefits, performance management and other general employment requirements. Consent to the transfer of this data is obtained on joining Oracle, and through appropriate notices alerting individuals to the international processing and onward transfer of data. Explicit consent may be required for the collection and use of sensitive personal data relating to, among other things, race, religion, disability, health, sexual orientation and political affiliation.

**Processing** - use and onward transfer - personal data processed or used by Oracle is collected and used for business purposes only. Onward transfer to outside organizations is safeguarded through contractual requirements and is provided to accomplish the purposes of collection.

**Security** - Oracle operates internal procedures to protect the security of individual personal data. These include, but are not limited to, restricted access to buildings and systems, appropriate technical measures, personal password and authentication protection and authorization requirements to access personal data based on "need to know" principles either for job requirements or specific business.

**Access** - to enable individuals to verify the accuracy of personal data, Oracle provides appropriate access to human resource data. In some circumstances this will be through online, self-service applications; otherwise, access may be obtained through the local human resources department. Local human resource contacts may be obtained at: <http://hrweb.us.oracle.com/>



**External Information** – Oracle collects personally identifiable information from customers, Oracle program students, conference attendees, magazine subscribers and users of its websites. Collection, use and access to this personally identifiable information is subject to Oracle's Privacy Policy and other applicable policies related to marketing and solicitation. Oracle employees are expected to be familiar with these policies and to promptly complete any training related to these policies. Failure to comply with these policies may result in disciplinary action.

**Enforcement** - questions and issues concerning personal data privacy should be directed to Oracle's Global Data Privacy Director or go to <http://hrweb.us.oracle.com/misc/datapriv.htm>.

I confirm that I have read Oracle's Internal Privacy Policy, and agree that the provision of personal data to Oracle confirms my consent to the principles and processes contained in this statement. I further confirm that I understand that failure to abide by these policies may result in disciplinary action.

Signature

Print Name:

Previous Employee Number: