
From: Shauna Holman Harries
To: Luong, Hoan - OFCCP
CC: Neil Bourque; Lida Daniel; Charles Nyakundi; Sean Smith; Kela Moon
Sent: 10/29/2015 9:13:48 PM
Subject: HQCA 11 of 29
Attachments: HQCA - Personnel File 10 - [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

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

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People

Name

Last [REDACTED]

First [REDACTED]

Title

Prefix

Suffix

Middle

Gender Female Action

Person Type for Action

Person Types

Employee

Identification

Employee [REDACTED]

Social Security [REDACTED]

Personal Employment Office Details Applicant Further Name Other Benefits

Birth Date [REDACTED]

Town of Birth

Region of Birth

Country of Birth

Age [REDACTED]

Status Married

Nationality

Registered Disabled No

Effective Dates

From [REDACTED] To [REDACTED] Latest Start Date [REDACTED] [.0]

Address Assignment Special Info Others...

Oracle Applications - GSAP

File Edit View Folder Tools Window Help

People

Name

Last [REDACTED] Gender Female Action [REDACTED]

First [REDACTED] Person Type for Action [REDACTED]

Title [REDACTED] Person Types Employee

Prefix [REDACTED] Identification Employee [REDACTED]

Suffix [REDACTED] Social Security [REDACTED]

Middle [REDACTED]

Personal Employment Office Details Applicant Further Name Other Benefits

Ethnic Origin Asian I-9 Status [REDACTED]

Ethnicity Disclosed [REDACTED] I-9 Expiration [REDACTED]

VETS100 [REDACTED] New Hire Exclude from New Hire f [REDACTED]

Child Support Obligation Exception Reason [REDACTED]

Opted for Medicare Vets 100A [REDACTED]

Effective Dates

From [REDACTED] To [REDACTED] Latest Start Date [REDACTED] [.0]

Address Assignment Special Info Others...

Oracle Applications - G52AP

File Edit View Folder Tools Window Help

People

Assignment

Organization: PL01 - Fusion Projects Development - ORC
 Job: 10842.QA Manager-ProdDev.PRODEV.TEC
 Grade: [REDACTED]
 Location: 3OP7

Group: Oracle.No.Standard.No
 Position: [REDACTED]
 Payroll: Semi-Monthly
 Status: Active Assignment
 Vacancy: [REDACTED]

Assignment Number: [REDACTED]
 Assignment Category: Full Time - Regular
 Collective Agreement: [REDACTED]
 Employee Category: [REDACTED]

Salary Information Supervisor Probation & Notice Period Standard Conditions Statutory Information

Salary Basis: Annual
 Review Salary Every [REDACTED]
 Review Performance Every [REDACTED]

Effective Dates From [REDACTED] To [REDACTED] [M]

Salary Entries Others...

From Date	To Date	Assignment Contract	Employment Category	Grade	Internal A Job	Last Updated By	Last Update Date	Location	Manager	Normal End	Normal Hrs	Normal Start Tim	Organization	Payroll
16-FEB-210	31-AUG-210		Full Time - Regular		10842.QA Analyst 5ProdDev.PRODEV.TECHQA.IC5	HR_PROCESS_US	17-AUG-2014 15:0	3OP7		17.00	46	09:00	PL01 - Fusion Proj	Semi-Monthly
31-NOV-2108	15-FEB-2010		Full Time - Regular		10842.QA Analyst 5ProdDev.PRODEV.TECHQA.IC5	HR_PROCESS_US	17-AUG-2014 15:0	3OP7		17.00	46	09:00	PL01 - Fusion Proj	Semi-Monthly
16-JUL-2009	31-OCT-2009		Full Time - Regular		10840.QA Analyst 4ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	3OP7		17.00	46	09:00	PL01 - Fusion Proj	Semi-Monthly
31-MAR-2007	14-JUL-2008		Full Time - Regular		10840.QA Analyst 4ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	3OP7		17.00	46	09:00	PL01 - Fusion Proj	Semi-Monthly

People Group	Position	Primary	Probation Grd	Probation Date	Probation Period	Probation Unit	Reason	Recruiter	Recruitment Actn	Salary Base	Special Ceiling	Stat	Statutory Information	Supervisor	Title	Vacancy	Working Hours	Freq	Effective
Oracle.Hr.Standard	Yes						Merger and Acquis			Annual		Active Assignment	Payroll Oracle US				Week		
Oracle.Hr.Standard	Yes						Merger and Acquis			Annual		Active Assignment	Payroll Oracle US				Week		
Oracle.Hr.Standard	Yes						Merger and Acquis			Annual		Active Assignment	Payroll Oracle US				Week		

From Date	To Date	Assignment Contract	Employment Category	Grade	Internal A	Job	Last Updated By	Last Update Date	Location	Manager	Normal End	Normal Hrs	Normal Start Tm	Organization	Payroll
29-MAR-2006	21-MAR-2007		Full Time - Regular			1840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	TOP7		17:00	40	09:00	PL01 - Fusion Prog	Semi-Monthly
27-NOV-2005	11-MAR-2007		Full Time - Regular			1840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	TOP7		17:00	40	09:00	0807 - Project Appl	Semi-Monthly
13-SEP-2005	21-NOV-2005		Full Time - Regular			1840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	40	09:00	0807 - Project Appl	Semi-Monthly
15-SEP-2005	11-SEP-2005		Full Time - Regular			1840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	40	09:00	0807 - Project Appl	Semi-Monthly
11-JAN-2006	14-SEP-2006		Full Time - Regular			1840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	40	09:00	PD52 - PSFT Qual	Semi-Monthly

People Group	Position	Primary	Probation End Date	Probation Period	Probation Units	Reason	Recruiter	Recruitment Active	Salary Basis	Special Ceiling P	Status	Statutory Informal	Supervisor	Title	Vacancy	Working Hours	Eff. Effective
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week

From Date	To Date	Assignment Contract	Employment Category	Grade	Internal A	Job	Last Updated By	Last Update Date	Location	Manager	Normal End	Normal Hrs	Normal Start Tm	Organization	Payroll
16-JAN-2006	10-JAN-2006		Full Time - Regular			10840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	40	09:01	PD52 - PSFT Qual	Semi-Monthly
23-OCT-2005	02-JAN-2006		Full Time - Regular			10840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	40	09:01	PD52 - PSFT Qual	Semi-Monthly
16-DEC-2005	22-DEC-2005		Full Time - Regular			10840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	40	09:01	PD52 - PSFT Qual	Semi-Monthly
22-SEP-2005	16-DEC-2005		Full Time - Regular			10840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	40	09:01	PD52 - PSFT Qual	Semi-Monthly
21-JUL-2005	21-SEP-2005		Full Time - Regular			10840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	40	09:01	PD52 - PSFT Qual	Semi-Monthly

People Group	Position	Primary	Probation End Date	Probation Period	Probation Units	Reason	Recruiter	Recruitment Active	Salary Basis	Special Ceiling P	Status	Statutory Informal	Supervisor	Title	Vacancy	Working Hours	Eff. Effective
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		STD PHH RC	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		STD WAITING PERIOD	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week

From Date	To Date	Assignment Contract	Employment Category	Grade	Internal A	Job	Last Updated By	Last Update Date	Location	Manager	Normal End	Normal Hrs	Normal Start Tm	Organization	Payroll
10-DEC-2005	22-DEC-2005		Full Time - Regular			10840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	44	09:00	PD52 - PSFT Qual	Semi-Monthly
22-SEP-2005	15-DEC-2005		Full Time - Regular			10840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	44	09:00	PD52 - PSFT Qual	Semi-Monthly
21-JUL-2005	21-SEP-2005		Full Time - Regular			10840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	44	09:00	PD52 - PSFT Qual	Semi-Monthly
11-MAR-2005	20-JUL-2005		Full Time - Regular			10840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	44	09:00	PD52 - PSFT Qual	Semi-Monthly
01-MAR-2005	09-MAR-2005		Full Time - Regular			10840 QA Analyst 4-ProdDev.PRODEV.TECHQA.IC4	HR_PROCESS_US	17-AUG-2014 15:0	PLEASANTH		17:00	44	09:00	PD52 - PSFT Qual	Semi-Monthly

People Group	Position	Primary	Probation End Date	Probation Period	Probation Units	Reason	Recruiter	Recruitment Active	Salary Basis	Special Ceiling P	Status	Statutory Informal	Supervisor	Title	Vacancy	Working Hours	Eff. Effective
Oracle No Standard		Yes				Merger and Acquis			Annual		STD WAITING PERIOD	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week
Oracle No Standard		Yes				Merger and Acquis			Annual		Active Assignment	Payroll Oracle USA					Week



Salary Administration

Previous Proposal		Salary Basis Annual	Grade Salary Limits	
Date		Last Value	Grade	
Currency	USD	Annual Salary	Currency	USD
Bases/Year	1	Converted Salary	Min Salary	
Conversion Rate	1.00		Max Salary	
			Comparatio	91.015
Salary Proposal		Currency	USD	
Change Date		New Value		
Change Value		Annual Salary		
Change %	4.701		<input checked="" type="checkbox"/> Approved	
Reason	Annual Salary Review	Next Review		
Ranking		Performance Review		

Proposal Components	Change Value	Change %	Approved
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

Performance

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File Edit View Folder Tools Window Help

People

Performance

Interview

Type Performance Appraisal

Location

Date 09-SEP-2015

Rating 4 - Exceeds Expectations

Next Date []

Oracle Applications - GSIAP

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ORACLE

Interview

Change Date	Review Date	Reason	Approved	Currency Code	Previous	Change	%	Actual	Rating	Ranking	Grade	Min	Maximum	Comparato	Minimum	Hourly	Payroll	Monthly	Annual
		Annual Salary Review	✓	USD			4.701												
		Annual Salary Review	✓	USD			4.454												
		Annual Salary Review	✓	USD			4.186												
		Annual Salary Review	✓	USD			4.878												
		Annual Salary Review	✓	USD			5.114												

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Salary Review

Change Date	Review Date	Reason	Approved	Currency Code	Previous	Change	%	Actual	Rating	Ranking	Grade	Min	Maximum	Comparato	Minimum	Hourly	Payroll	Monthly	Annual
		Annual Salary Review	✓	USD			1.191												
		Annual Salary Review	✓	USD			1.873												
		Annual Salary Review	✓	USD			4.114												
		Annual Salary Review	✓	USD			1.601												
		New Hire	✓	USD															

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File Edit View Folder Tools Window Help

People

Assignment

Organization PL01 - Fusion Projects Development - ORCI
 Job 10842.QA Manager-ProdDev.PRODEV.TECI
 Grade [REDACTED]
 Location 30P7

Group Oracle.No.Standard.No
 Position
 Payroll Semi-Monthly
 Status Active Assignment
 Vacancy

Assignment Number [REDACTED]
 Assignment Category Full Time - Regular

Collective Agreement
 Employee Category

Salary Information Supervisor Probation & Notice Period Standard Conditions Statutory Information

Name [REDACTED]
 Worker Number [REDACTED]
 Assignment Number

Effective Dates
 From [REDACTED] To [REDACTED] [Mk]

Salary Entries Others...

[REDACTED]

[REDACTED]

Dear [REDACTED]

As you know, Oracle Corporation and Peoplesoft Inc. are merging. As a result of this merger, we are pleased to offer you the position of Principal Quality Assurance Engineer with Oracle Corporation, at the Oracle office facility located at 4460/4480 Hacienda Drive, Pleasanton, CA. This offer of employment is contingent upon the successful completion by you of Oracle's background check process, which includes education and employment verification as well as a criminal records search. We anticipate offering you starting compensation at the monthly rate of [REDACTED] (equivalent to an 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 remaining new hire documents and return them to Oracle Corporation, ATTN: Americas HRSSC (PS), 1001 Sunset Boulevard, Rocklin, CA 95765. Your completed new hire paperwork must be post-marked no later than Friday, [REDACTED]. If you have any questions, please feel free to contact the Human Resources Services Center in Denver at 303-334-4777. This offer remains open until Friday, [REDACTED]. If you choose not to accept our employment offer, your voluntary separation from Peoplesoft will be processed as of January 21, 2005.

We look forward to having you begin work with us.

Sincerely,

Joyce Westerdahl
SVP, Human Resources
Oracle Corporation

Enclosure: New Employee Packet

Oracle Corporation and its subsidiaries ("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 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, solicit, call on or provide competing services for any of Oracle's customers or clients or prospective customers or clients if I have 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 obligations set forth above.

Signature: _____

Name: _____

Date: _____

05/02

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 Corporation 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: _____

Name: _____

Date: _____

05/02

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.

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.

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

05/01

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.

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:

P

Signature

Date

05/01



PeopleSoft, Inc.

4305 Hacienda Drive

P.O. Box 8015

Pleasanton, CA 94588-8615

Dear [REDACTED]

I am pleased to offer you a position as a Sr. QA Developer, Financials for PeopleSoft. Upon your arrival, your job responsibilities will be determined by Joanne K. Ito, dept. #5013PST and the expectation is that your first day of employment will be July 1, 2002. This offer is contingent upon your obtaining and maintaining the legal right to work in the United States. As a condition of this offer and continued employment at PeopleSoft, you will also be required to pass a criminal background check and verification of your educational and job history.

Your total compensation package consists of a base starting salary of \$7,916.67 per month which is paid on the 26th of each month. Upon starting with PeopleSoft you will be granted an initial option of 3,500 shares of PeopleSoft common stock. Such grants are made subject to the approval of the Board of Directors and pursuant to PeopleSoft's current incentive stock option plan. The option price shall be set at the later of your start date or Board of Directors approval, whichever is later. You will also be eligible to participate in our Employee Incentive Compensation Plan commencing on the first day of the calendar quarter following your date of hire. As a PeopleSoft employee, you will also be eligible for enrollment in our employee benefits program, which includes an employee stock purchase plan, a qualified 401(k) plan, as well as medical, dental, vision, and life insurance coverage through PeopleFlex, our benefits coverage program.

As is typical in the software industry, the employment relationship between PeopleSoft and you is one of employment "at-will" with either party having the right to terminate the relationship at any time with or without cause.

Also enclosed for your review prior to accepting this offer are copies of the PeopleSoft standard *Employee Proprietary Information Agreement, Acknowledgement of At-Will Employment, Agreement to Arbitrate, and Third Party Information Agreement* that we require all new employees to carefully review, sign and return with this signed letter. By the terms of such agreements, you are also representing that you are able to work for PeopleSoft without restriction. A copy of the Internal Dispute Solution program and policy and current program details are enclosed and is incorporated by reference.

By signing this letter as set forth below, you indicate your acceptance of all of the terms of *Employee Proprietary Information Agreement, Acknowledgement of At-Will Employment, Agreement to Arbitrate, Third Party Information Agreement* and the *Internal Dispute Solution* program and policy. This letter and enclosed documents contain the entire terms and conditions of your job offer. Your signature below acknowledges that you have not relied on any promises or representations concerning your job offer that are not contained in this letter and enclosed documents. The terms of your offer may be changed, amended, or superseded only by an agreement in writing signed by you and an officer of PeopleSoft.



We believe that PeopleSoft has tremendous potential as a business software company and we believe that we provide great opportunities for personal career growth, challenging work and financial rewards. We feel you can make a significant contribution and look forward to you joining the PeopleSoft team.

To indicate your acceptance of this offer, in addition to the background documents above, please **return the original signed offer letter and original signed Acknowledgement of At-Will Employment, Agreement to Arbitrate, Employee Proprietary Information Agreement, and Third Party Information Agreement** prior to your start date. **Your signature on this offer letter and each of the aforementioned agreements must be completed and returned prior to your start date at PeopleSoft. Employment with PeopleSoft is contingent upon receipt of each of these signed documents.** The enclosed self addressed envelope is provided for your convenience. In order to ensure enrollment in our Benefits plan, it is very important that you notify one of the following persons immediately of any changes to your projected start date:

Joanne K. Ito
Tracy Nguyen

Sincerely,

Katherine Knox
Worldwide Recruiting
Enclosures
REVISION

Accepted:

Social Security #



[Redacted]

[Redacted]

Dear [Redacted]

July 1, 2002

I am pleased to offer you a position as a Sr. QA Developer, Financials for PeopleSoft. Upon your arrival, your job responsibilities will be determined by Joanne K. Ito, dept. #5013PST and the expectation is that your first day of employment will be ~~June 28, 2002~~. This offer is contingent upon your obtaining and maintaining the legal right to work in the United States. As a condition of this offer and continued employment at PeopleSoft, you will also be required to pass a criminal background check and verification of your educational and job history.

Your total compensation package consists of a base starting salary of \$7,916.67 per month which is paid on the 26th of each month. Upon starting with PeopleSoft you will be granted an initial option of 3,500 shares of PeopleSoft common stock. Such grants are made subject to the approval of the Board of Directors and pursuant to PeopleSoft's current incentive stock option plan. The option price shall be set at the later of your start date or Board of Directors approval, whichever is later. You will also be eligible to participate in our Employee Incentive Compensation Plan commencing on the first day of the calendar quarter following your date of hire. As a PeopleSoft employee, you will also be eligible for enrollment in our employee benefits program, which includes an employee stock purchase plan, a qualified 401(k) plan, as well as medical, dental, vision, and life insurance coverage through PeopleFlex, our benefits coverage program.

As is typical in the software industry, the employment relationship between PeopleSoft and you is one of employment "at-will" with either party having the right to terminate the relationship at any time with or without cause.

Also enclosed for your review prior to accepting this offer are copies of the PeopleSoft standard *Employee Proprietary Information Agreement, Acknowledgement of At-Will Employment, Agreement to Arbitrate, and Third Party Information Agreement* that we require all new employees to carefully review, sign and return with this signed letter. By the terms of such agreements, you are also representing that you are able to work for PeopleSoft without restriction. A copy of the Internal Dispute Solution program and policy and current program details are enclosed and is incorporated by reference.

By signing this letter as set forth below, you indicate your acceptance of all of the terms of *Employee Proprietary Information Agreement, Acknowledgement of At-Will Employment, Agreement to Arbitrate, Third Party Information Agreement and the Internal Dispute Solution* program and policy. This letter and enclosed documents contain the entire terms and conditions of your job offer. Your signature below acknowledges that you have not relied on any promises or representations concerning your job offer that are not contained in this letter and enclosed documents. The terms of your offer may be changed, amended, or superseded only by an agreement in writing signed by you and an officer of PeopleSoft.



We believe that PeopleSoft has tremendous potential as a business software company and we believe that we provide great opportunities for personal career growth, challenging work and financial rewards. We feel you can make a significant contribution and look forward to you joining the PeopleSoft team.

To indicate your acceptance of this offer, in addition to the background documents above, please **return the original signed offer letter and original signed Acknowledgement of At-Will Employment, Agreement to Arbitrate, Employee Proprietary Information Agreement, and Third Party Information Agreement** prior to your start date. **Your signature on this offer letter and each of the aforementioned agreements must be completed and returned prior to your start date at PeopleSoft. Employment with PeopleSoft is contingent upon receipt of each of these signed documents.** The enclosed self addressed envelope is provided for your convenience. In order to ensure enrollment in our Benefits plan, it is very important that you notify one of the following persons immediately of any changes to your projected start date:

Joanne K. Ito
Tracy Nguyen

Sincerely,

Katherine Knox
Worldwide Recruiting
Enclosures

Accepted:

Social Security #





Pre-Hire Paperwork

Please carefully read, sign, and return the following forms upon receipt in the envelope provided:

- At Will Agreement**
- Agreement to Arbitrate**
- Employee Proprietary Information Agreement**
- Third-Party Information Agreements**
- Signed Original Offer Letter**

P E O P L E S O F T

ACKNOWLEDGMENT OF AT- WILL EMPLOYMENT

I understand and acknowledge that my employment with PeopleSoft, Inc., or one of its affiliates or subsidiaries ("PeopleSoft"), is at-will and for no specified term. I understand that I may resign at any time, for any reason, with or without cause and with or without notice. I further understand and agree that PeopleSoft retains the right to terminate the employment relationship at any time, for any reason, with or without cause, and with or without notice. I understand and acknowledge that this policy may only be modified in a signed, written document by both the PeopleSoft president and the vice president of Human Resources.

Date

Employee's Signature

AGREEMENT TO ARBITRATE

The parties to this Agreement agree that all disputes arising out of the PeopleSoft/employee relationship and/or termination of your employment with PeopleSoft, Inc., or one of its subsidiaries or affiliates ("PeopleSoft") which we are unable to resolve through direct discussion or mediation, regardless of the kind or type of dispute shall be submitted exclusively to final and binding arbitration pursuant to the provisions of the Federal Arbitration Act, [or, if inapplicable, the applicable state law, e.g., the state's Uniform Arbitration Act; California Code of Civil Procedure section 1280, et seq.], or any successor or replacement statutes or Acts.

This Agreement only excludes claims for Workers' Compensation, unemployment insurance, administrative claims before the National Labor Relations Board, the Equal Employment Opportunity Commission or any parallel state or local agency, any matter within the jurisdiction of the labor commissioner, and any claim or allegation by PeopleSoft that its intellectual property rights have been violated. PeopleSoft has the right to use applicable state or federal courts to seek injunctive relief, restraining orders, and claims for damages for violations of its intellectual property rights.

Request For Arbitration

The request from you or your representative must be a *Request for Arbitration*, as set forth below and must be submitted in writing to the Human Resources department within one (1) year of the date when the dispute first arose, or within one (1) year of the termination of employment, whichever occurs first. However, if your claim arose under a statute providing for a longer time to file a claim, that statute shall govern.

The *Request for Arbitration* shall include the following information:

- . A description of the dispute in sufficient detail to advise PeopleSoft of the nature of the dispute;
- . The date when the dispute first arose;
- . The names, work locations, and telephone numbers of any and all coworkers or supervisors with knowledge or information of the dispute; and
- . The relief requested by you.

Mediation—An Attempt At Informal Resolution Of Disputes

Prior to submission of any dispute to arbitration, you and PeopleSoft may attempt to resolve the dispute informally as set forth below.

Both you and PeopleSoft will select a mediator from a list provided by the Judicial Arbitration Mediation Services/ENDDISPUTE (“JAMS”) or American Arbitration Association (“AAA”) who will assist the parties in attempting to reach a settlement of the dispute. You shall select either mediation agency and promptly inform PeopleSoft in writing. The mediator may make settlement suggestions to the parties but shall not have the power to impose a settlement upon them. If the dispute is resolved in mediation, the matter shall be deemed settled once a settlement agreement is executed by both parties.

If the dispute is not resolved in mediation and goes to the next step (arbitration), any proposals or compromises suggested by either of the parties or the mediator shall not be referred to or have any bearing on the arbitration procedure. The mediator cannot also serve as the arbitrator in the subsequent proceeding unless all parties expressly agree in writing.

Right to Legal Representation

Both you and PeopleSoft have the right to be represented by counsel of choice. Each party shall be responsible for its own attorneys' fees.

Waiver of Jury Trial

This Agreement waives a jury trial.

Arbitrator Selection

All disputes will be resolved by a single arbitrator. The arbitration firm shall be selected by the you.

The arbitrator shall be selected from a list provided by JAMS or the AAA.

- The list provided by JAMS or the AAA contains educational and professional biographies of each proposed arbitrator.
- The arbitrator(s) shall be selected by the parties by alternately striking names from the list. The last name remaining on the list shall be the arbitrator selected to resolve the dispute.
- Arbitrator selection must be concluded within thirty (30) days of receipt of the *Request for Arbitration* by PeopleSoft.
- The arbitrator shall be authorized to exercise only the powers specifically enumerated by this Agreement and to decide the dispute in accordance with governing principles of law and equity. The arbitrator shall not have any authority to modify the powers granted to him or her by the terms of this Agreement. The arbitrator also shall not have the authority to modify a party's responsibility for fees and costs as set forth below, except as required by law.

The Arbitrator's Authority

The arbitrator shall have only those powers authorized by statute or enumerated below:

- . Rule on motions regarding the pleadings and discovery.
- . Issue protective orders on the motion of any party or third-party witness. Such protective orders may include, but are not limited to, sealing the record of the arbitration, in whole or in part (including discovery proceedings and motions, transcripts, and the decision and award), to protect the privacy or other constitutional or statutory rights of parties and/or witnesses.
- . Determine only the dispute submitted to him or her. The dispute shall be identified in the *Request for Arbitration*, any counterclaim(s), and the answer(s) thereto. Any dispute not identified in those pleadings is outside the scope of the arbitrator's jurisdiction and any award invoking such disputes is subject to a motion to vacate; provided, however, that the arbitrator shall have exclusive authority to resolve any dispute relating to the validity, interpretation, and enforcement of these arbitration procedures.

Pleadings

- . A copy of the *Request for Arbitration* shall be forwarded to the arbitrator within five (5) calendar days of his or her selection.
- . Within ten (10) calendar days following submission of the *Request for Arbitration* to the arbitrator, PeopleSoft shall respond in writing to the *Request for Arbitration* by Answer and/or Demurrer. The Answer or Demurrer shall be served on you and the arbitrator.
- . The Answer to the *Request for Arbitration* shall include the following information:
 - . A response, by admission or denial, to each claim set forth in the *Request for Arbitration*;
 - . All affirmative defenses asserted by PeopleSoft to each claim; and
 - . All counterclaims PeopleSoft asserts against you and any related third-party claims.
- . If PeopleSoft contends that some or all of your claims set forth in the *Request for Arbitration* are barred as a matter of law, it may respond by Demurrer setting forth the legal authorities in support of its position. If PeopleSoft demurs to less than the entire *Request for Arbitration*, PeopleSoft must answer those claims to which it does not demur at the same time that it submits its Demurrer.
- . You have twenty (20) calendar days to oppose PeopleSoft's Demurrer. Any opposition must be in writing and served on the arbitrator and PeopleSoft.
- . If the Answer alleges a counterclaim, within twenty (20) calendar days of service of the Answer, you shall answer and/or demur to the counterclaim in writing and serve the Demurrer on the arbitrator and PeopleSoft. If you demur to any counterclaim, PeopleSoft shall have twenty (20) calendar days in which to submit a written opposition to the Demurrer to you and the arbitrator.
- . The arbitrator shall rule on Demurrer(s) to any claims and/or counterclaims within fifteen (15) calendar days of service of the moving and opposition papers.
- . If any Demurrer(s) is overruled, the moving party must answer those claims to which it demurred within five (5) calendar days of the arbitrator's ruling. The Answer must be served on the arbitrator and the opposing party.
- . When all claims and counterclaims have been answered, the arbitrator shall set a time and place for hearing which shall be no earlier than three (3) months from the day on which the

parties are notified of the date of hearing and no later than twelve (12) months from the date on which the arbitrator sets the date for the hearing.

Discovery

- . The parties shall cooperate to the fullest extent practicable in the voluntary exchange of documents and information to expedite the arbitration.
- . After the appointment of the arbitrator, the parties shall have the right to take depositions and to obtain discovery regarding the subject matter of the arbitration, and, to that end, to use and exercise all of the same rights, remedies, and procedures, and be subject to all of the same duties, liabilities, and obligations in the arbitration with respect to the subject matter thereof, as provided in [the Federal Rules of Civil Procedure/applicable state code of civil procedure, e.g., chapter 2 (commencing with section 1985) of, and article 3 (commencing with section 2016) of chapter 3 of, title 3, of part 4 of the California Code of Civil Procedure]; if the parties do not agree on which body of rules should govern, then the arbitrator shall make the final determination. Depositions for discovery shall not be taken unless leave to do so is first granted by the arbitrator.
- . The arbitrator shall have the power, in addition to the power of determining the merits of the arbitration, to enforce the rights, remedies, procedures, duties, liabilities, and obligations of discovery by the imposition of the same terms, conditions, consequences, liabilities, sanctions, and penalties as can be or may be imposed in like circumstances in a civil action by a superior court under the applicable Code of Civil Procedure, except the power to order the arrest or imprisonment of a person.
- . The arbitrator may consider, determine, and make such orders imposing such terms, conditions, consequences, liabilities, sanctions, and penalties, whenever necessary or appropriate at any time or stage in the course of the arbitration, and such orders shall be as conclusive, final, and enforceable as an arbitration award on the merits.
- . All discovery must be completed thirty (30) days prior to the date set for hearing of the matter.

Hearing Procedure

- . At the commencement of the arbitration, the parties shall state the issue(s) to be submitted to the arbitrator. The issue(s) to be decided must be identifiable from the *Request for Arbitration*, any counterclaim(s) and the answer(s) thereto. The arbitrator shall not have the authority to frame the statement of the issue(s).
- . The parties shall determine whether the arbitration is to be governed by formal rules of evidence. If so, the Federal Rules of Evidence/California Evidence Code/other applicable state evidence rules will be the applicable standard. If the parties cannot reach an agreement on this issue, then the final determination shall be made by the arbitrator.
- . The arbitrator(s) and the parties shall mutually agree on the number of days required for the hearing. If more than one day is required, subsequent dates shall be determined by agreement of the parties and the arbitrator(s). If the parties cannot reach an agreement on this issue, then the final determination shall be made by the arbitrator.
- . The hearing shall be recorded and transcribed verbatim by a certified shorthand reporter. Each party shall bear its own costs with respect to a copy of the transcript of the hearing; however, the parties shall each be responsible for one-half the cost of the court reporter's fee

and of the arbitrator's copy of the transcript of the hearing. Other financial obligations of the parties are set forth herein.

- . The arbitrator shall order witnesses to be sequestered at the request of any party. However, the following persons are exempt from any order of sequestration and may attend every stage of the proceedings regardless of their status as potential witnesses: you; a representative of PeopleSoft; counsel for any party.
- . All testimony shall be under oath; oaths shall be administered by the arbitrator(s) or the court reporter.
- . Depositions for testimony (other than for impeachment or rehabilitation) may be used in accordance with the Federal Rules of Civil Procedure/California Code of Civil Procedure section 1283/other applicable state civil procedure rules.
- . You have the burden of proving each element of your claims, as required by law; the company shall have the burden of proving any affirmative defense.
- . Order Of Testimony
 - . You will present your case in chief prior to any obligation on PeopleSoft to present any evidence. However, PeopleSoft may, at its election, cross-examine witnesses presented by you during the presentation of your case in chief and immediately following direct examination of the witness.
 - . At the conclusion of your case in chief, PeopleSoft may submit oral or written motions for judgment on the pleadings, nonsuit, or directed verdict. The oral or written nature of such motions shall be in the sole discretion of PeopleSoft.
 - . If PeopleSoft's motions are denied, or if they are not dispositive of all of your claims, PeopleSoft may present its case in chief. The order of testimony shall proceed as in I (1) above.
- . The parties may call witnesses for rebuttal following the completion of each party's case in chief.
- . The arbitrator may question any witness for clarification, in his or her discretion.

Post-hearing Procedures

- . Either party shall have the right to present closing arguments at the conclusion of all testimony.
- . In addition to, or in lieu of closing arguments, either party shall have the right to present post-hearing briefs. The due date and procedure for exchanging post-hearing briefs shall be mutually agreed on by the parties and the arbitrator. If the parties cannot reach an agreement on this issue, then the final determination shall be made by the arbitrator.

Opinion And Award

- . The arbitrator shall issue a written opinion and award; the opinion and award must be signed and dated.
- . The arbitrator shall issue the opinion and award within ninety (90) days of closing arguments or the receipt of post-hearing briefs, whichever is later.
- . The arbitrator's opinion and award shall decide all issues submitted.

- The arbitrator's opinion and award shall set forth the legal principles supporting each part of the opinion.
- The arbitrator shall only be permitted to award those remedies in law or equity which are requested by the parties and which he or she determines to be supported by the credible relevant evidence. Nothing in this provision is intended to limit the authority and power of the arbitrator to provide any relief or remedies available by statute.

Fees And Costs

- Each party shall be responsible for its own attorneys' fees, except as provided by law.
- In order to facilitate your access to arbitration, PeopleSoft will be responsible for paying the costs of the arbitration proceeding, *unless otherwise provided in the arbitrator's award*. However, to avoid any possible feeling that the arbitrator may be biased in favor of PeopleSoft, you will also have the option to pay for one-half of the costs of the arbitration proceeding if you desire. These costs include the court reporter's fee, the arbitrator's fee, the cost of the arbitrator's transcript of the hearing, and any costs associated with the facilities for the arbitration, *and specifically exclude any attorneys' fees*.
- Notwithstanding paragraph B above, each party shall be responsible for all costs associated with discovery which that party initiates, e.g., depositions, except that a party or third-party witness being deposed shall be responsible for the cost of a copy of the transcript if he or she chooses to order a copy.

Severability

In the event that any provision of this Agreement is determined by the arbitrator or by a court of competent jurisdiction to be illegal, invalid, or unenforceable to any extent, such term or provision shall be enforced to the extent permissible under the law and all remaining terms and provisions hereof shall continue in full force and effect.

The Effective Date of this Agreement is the date that your offer of employment is accepted.

Employee

[Redacted Signature]

Signature

[Redacted Name]

Employee Name

PeopleSoft

[Redacted Signature]

Signature

[Redacted Name]

Authorized Signature

EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

As an employee of **PeopleSoft, Inc.**, a Delaware corporation (the "Company") or one of its subsidiary or affiliated companies, and in consideration of the compensation now and hereafter paid to me, I agree to the following:

1. Maintaining Confidential Information

- A. **Confidential Information.** I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Company, or to divulge or disclose, directly or indirectly, to any person, corporation or other entity without written authorization of an officer of the Company designated by the Company to give such authorization, any trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer and business partner lists, telephone lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its business partners, clients, consultants or licensees (collectively referred to as "Confidential Information").
- B. **Former Employer Information.** I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of my former or concurrent employers or companies, if any, and that I will not bring onto the premises of the Company any unpublished document or any property belonging to my former or concurrent employers or companies, if any, unless consented to in writing by said employers or companies.
- C. **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during the term of my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third party (consistent with the Company's agreement with such third party) without the express written authorization of an officer of the Company designated by the Company to give such authorization.

2. Retaining and Assigning Inventions and Original Works

- A. **Inventions and Original Works Retained by Me.** I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which belong to me, which relate to the Company's proposed business and products, and which are not assigned to the Company; or, if no such list is attached, I represent that there are no such inventions.
- B. **Inventions and Original Works Assigned to the Company.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company all my right, title, and interest in and to any and all inventions, discoveries, improvements, technology, trade secrets, computer programs, know-how, designs, formulas, original works or authorship, or any other confidential materials, data information or instructions, technical or otherwise and whether or not patentable or copyrightable and whether or not reduced to practice (collectively referred to as "Inventions") which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company. I recognize, however, that Section 2870 of the California Labor Code (as set forth in Exhibit B hereto) exempts from this provision any Invention that I develop entirely on my own time, without using the Company's equipment, supplies, facilities, or trade secret information except for those inventions that either relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company or result from any work performed by me for the Company. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 USCA, Section 101).
- C. **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.
- D. **Inventions Assigned to the United States.** I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions, original works of authorship, developments, improvements or trade secrets whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.
- E. **Obtaining Letters Patent and Copyright Registrations.** I agree that, whenever requested by the Company, I shall assist the Company in obtaining United States or foreign letters patent and copyright registrations, as the case may be, covering Inventions assigned hereunder to the Company, and I shall execute any patent or copyright applications or such other documents considered necessary by the Company or its counsel to apply for and obtain such letters patent or copyrights. I agree that my obligation to assist the Company to obtain United States or foreign letters patent and copyright registrations, as the case may be, covering Inventions assigned hereunder to the Company shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations, as the

case may be, covering Inventions assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any patents or copyright resulting from any such application for letters patent or copyright registrations assigned hereunder to the Company.

- F. **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment to the Company do *not* apply to any Invention which qualifies fully under the provisions of Section 2870 of the California Labor Code, a copy of which is attached hereto as Exhibit B. I will advise the Company promptly in writing of any Inventions that I believe meet the criteria in Subparagraph 2b above; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any confidential information disclosed in writing to the Company relating to inventions that qualify fully under the provisions of Section 2870 of the California Labor Code.
3. **Conflicting Employment.** I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.
4. **Returning Company Documents.** I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C.
5. **Representations.** I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.
6. **No Employment Rights--At-Will Employment.** Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a parent or subsidiary of the Company, to immediately terminate my employment or association with the Company, for any reason, with or without cause. Employment is at-will, with either party having the right to terminate the employment relationship immediately. Only a written document signed by both the Company's President *and* Vice President, Human Resources expressly amending the provisions of this paragraph may serve to modify this at-will relationship.
7. **General Provisions**
- A. **Governing Law.** This Agreement will be governed by the laws of the State of California, excluding its conflict of laws principles. Venue for any action under this Agreement shall be Alameda County, California.

- B. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions and communications between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
- C. **Severability/Legal Fees.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. In the event any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys fees and costs.
- D. **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

This Agreement is effective as of the date of my acceptance of the offer of employment with PeopleSoft.



Employee Signature



Name of Employee (typed or printed)

P E O P L E S O F T

EXHIBIT A TO EMPLOYEE PROPRIETARY INVENTIONS AGREEMENT

List of Prior Inventions and Original Works of Authorship

<u>Title of Invention /Work of Authorship</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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P E O P L E S O F T

EXHIBIT B TO EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

CALIFORNIA LABOR CODE SECTION 2870

EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

- 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.
 2. Result from any work performed by the employee for the employer.

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."

THIRD PARTY INFORMATION AGREEMENT

As an employee of **PeopleSoft, Inc.**, a Delaware corporation (“PeopleSoft”), or its subsidiary or affiliate company, the undersigned (“I” or “Employee”) recognizes that PeopleSoft needs and wishes to protect its interests with respect to the use of third party information, and thus I agree as follows:

1. **PeopleSoft Policy.** It is and always has been the policy of PeopleSoft to utilize only its own abilities, creativity, and resources to develop and distribute the products which bear the PeopleSoft name. PeopleSoft does not pursue, obtain, accept or make any use of the confidential or proprietary information of other software or technology companies or any other person, except pursuant to a proper license or as otherwise permitted by law. As a PeopleSoft employee, I agree to adhere to this Policy as it is implemented now or in the future by PeopleSoft.
2. **Employee’s Representations.** I represent to PeopleSoft that, except as noted on the *Attachment* to and part of this Agreement, each of the following is true and correct:
 - A. **Compliance With Policy:** I intend to fully comply with PeopleSoft’s Policy described above from the beginning of my employment with PeopleSoft.
 - B. **No Agreements:** I have not signed or orally agreed with any person or entity to any confidentiality, secrecy, non-disclosure or proprietary rights and/or “noncompetition” agreement(s) or similar document(s) which restricts me from working for PeopleSoft now or in the future.
 - C. **No Restrictions:** I am not subject to any other kind of ongoing obligation to another person or entity which restricts my freedom to fully use my knowledge, skills and experience to perform my job with PeopleSoft.
 - D. **No Materials:** I do not have nor intend use, whilst at PeopleSoft, any materials, documents, software, or information which I have any reason to believe is confidential or proprietary information of some other person or entity.
 - E. **No Claims:** I am not involved in a lawsuit and have not received any notice, claim or warning from any former employer, associate or other person regarding confidential or proprietary materials or information.
3. **Non-Use of Third Party Information.** In accordance with the PeopleSoft Policy described above, I will not, during my employment with PeopleSoft, improperly use or disclose any

proprietary or trade secret materials or confidential information of any former employer or other person or bring onto or permit electronic transmission into PeopleSoft's premises any documents, samples, devices, including electronic or tangible property (including for example, computer diskette) which embody confidential or proprietary information belonging to another person or entity or which were obtained during any prior or other employment without first notifying PeopleSoft in writing and obtaining proper written consent from that other person or entity. If I am uncertain whether certain information or material is subject to a confidentiality restriction, I will treat it as if it is proprietary or confidential and not disclose it to PeopleSoft until written approval is issued by PeopleSoft.

4. **Claims.** I will immediately notify my supervisor if I receive any notice or claim or become a party to a lawsuit from a former employer or other person which concerns or alleges my misappropriation or misuse of confidential or proprietary information or materials. I will cooperate fully with PeopleSoft in its investigation and any resolution of such matter. I understand that PeopleSoft, solely at its election, may or may not provide me with a legal defense or indemnity in such situations.
5. **No Employment Rights—At Will Employment.** Nothing in this Agreement shall affect in any manner whatsoever the right or power of PeopleSoft, or a parent or subsidiary of PeopleSoft, to immediately terminate my employment or association with PeopleSoft, for any reason, with or without cause. Employment is at-will, with either party having the right to terminate the employment relationship immediately. Only a written document signed by both PeopleSoft's President *and* Vice President, Human Resources expressly amending the provisions of this paragraph may serve to modify this at-will relationship.
6. **General.** This and the Employee Proprietary Information Agreement is the entire agreement between PeopleSoft concerning third party information, and its provisions may not be waived or modified except by a writing signed by a PeopleSoft authorized officer and Employee. Any subsequent changes in my duties or compensation shall not affect the validity or scope of this Agreement. This Agreement will be governed by the laws of the State of California, excluding its conflict of laws principles. Venue for any action under this Agreement shall be Alameda County, California. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. In the event any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys fees and costs. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

This Agreement is effective as of the date of my acceptance of the offer of employment with PeopleSoft.

[Redacted Address]

Address

[Redacted Signature]

Employee's Signature

[Redacted Name]

Printed or Typed Name

P E O P L E S O F T

ATTACHMENT TO THIRD PARTY INFORMATION AGREEMENT

Employee discloses the following exceptions to the representations made in Paragraph 2, entitled "Employee Representations" of the Third Party Information Agreement with **PeopleSoft**:

(NOTE: if none, state "none" and line out blank space to signature line).

None

Employee's Signature

Injury and Illness Prevention Program Acknowledgment

(California only)

I hereby certify that:

I have received, read and understood the contents of the Injury & Illness Prevention Program.

Print Name:

[Redacted Signature Area]

Date:

[Redacted Date]

Signature:

Building Certificate of Compliance

(California only)

I hereby certify that:

I have received, read and understood the contents of the Personal Safety Guide. I have located my emergency stairwell exits. I have noted the type and location of the nearest fire alarm and fire extinguisher.

I am not I am _____ physically impaired and will need assistance during an emergency.

Nature of dissability: _____

Print Name:

[Redacted Signature Area]

Date:

[Redacted Date]

Signature:

Please complete and return to your Human Resources Department who will forward to the Safety Director.



10 # [Redacted] 5013 PST ✓
APPLICATION FOR EMPLOYMENT
MUST BE COMPLETED EVEN IF ATTACHING YOUR RESUME

PeopleSoft is an equal opportunity employer and recruits, advertises, employs promotes, transfers, disciplines, and discharges without regard to race, color, religion, national origin, citizenship, age, sex, marital status, ancestry, physical or mental disability, medical condition, veteran status or sexual orientation.

PERSONAL DATA

First name	Middle initial	Last name
Phone #	Message #	Social Security #

Are you under 18? Yes **No**

Can you, on your first day of employment, submit verification of your eligibility or legal right to work in the U.S.?

Yes **No**

Employment is conditional upon your ability to verify your eligibility or legal right to work in the United States.

Home addresses for the past 7 years (list present address first) Full Street Address	City	State	Zip	From		To	
				Mo	Yr	Mo	Yr
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

EDUCATION AND TRAINING

	Name & Location	Graduated Yes or No	Type of Degree, Diploma or Certificate	Course of Study	GPA
High School Or G.E.D.	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Vocational, Tech Or Junior College	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
College or University	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
College or University	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Military Training	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Other	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

List the names under which you received your degree:

EMPLOYMENT HISTORY FOR PAST 7 YEARS (list present job first; (you may include verifiable volunteer work) specify from/to dates; identify and explain any gaps during the 7 year period)

Company Name City, State, Phone Number	Dates	Salary		Supervisor		Reason For Leaving
		A. Starting B. Ending	A. Name B. Title			
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
	To:	B.	B.			
	From:	A.	A.			
	To:	B.	B.			
	From:	A.	A.			
	To:	B.	B.			



APPLICANT SOURCE: Complete Section I & II

Section I:

How were you referred to PeopleSoft (Check One)

PeopleSoft Employee

Employee's Name & Phone: [Redacted]

Recruiting Firm

Internet Advertisement

Newspaper Advertisement

Trade Journal Advertisement

College Campus Event

Section II:

Are you currently a temporary employee with PeopleSoft? YES NO

Have you ever been a PeopleSoft employee before? YES NO

If Yes, please specify date and location: _____

Job Fair or Open House

Other

If "Other", please specify: _____

REFERENCES

Have you ever used another name? YES NO

Other names: _____

Please list people (other than relatives) who are qualified to evaluate your work capabilities – Supervisors, Co-workers or instructors

Name	Title	Address	Company	Phone
[Redacted]	Technical Lead	S.F. CA	[Redacted]	[Redacted]
[Redacted]	Director	S.F. CA	[Redacted]	[Redacted]
[Redacted]	Project Manager	S.F. CA	[Redacted]	[Redacted]

Have you ever been convicted of a felony? Yes No

Have you ever been convicted during the last ten years of a job-related criminal offense? (Job-related offenses are ones that may or may not have occurred at work but which reflect negatively on your fitness for a specific PeopleSoft job or our work environment. They include crimes such as assault or harassment, theft or fraud, misrepresentation, or any convictions for dishonest acts. They do not include misdemeanor marijuana convictions more than two years old or minor traffic offenses. If in doubt please ask.) "Conviction" includes plea, verdict or finding of guilt regardless of whether a sentence was imposed by the court.

Yes No

If yes, provide details (city & state of court, date, offense, etc.): _____

The existence of a criminal record does not automatically bar you from employment. If you have a sealed record on file with commissioner of probation, you may answer "no record" with respect to an inquiry herein relative to prior convictions. In addition, you may answer "no record" with respect to an inquiry relative to adjudications in which you appeared as a delinquent or as a child in need of services which did not result in a complaint transferred to the superior court for criminal prosecution.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

I authorize:

- PeopleSoft to complete an investigation to verify statements made by me, and to conduct a background investigation which may include interviews of former employers, acquaintances, references, and criminal records check (last 7 years).
 - I understand that I have the right to make written requests within 5 days of the date of this application and receive additional information about the nature and scope of this investigation.
 - I understand that any offer I may receive is contingent upon the results of the background investigation.
- Any and all former employers or educational institutions to release all information relevant to my employment or education to PeopleSoft.

I understand and agree:

- That any misrepresentation or omission of fact on this Application for Employment, resume or supplementary materials will be cause for refusal to hire or for discharge at any time during the period of my employment.
- That nothing contained in this Application for Employment or in the granting of an interview or in Company policies, procedures or handbooks that I might receive are intended to create an employment contract between the Company and myself for either employment, or for the providing of any benefit. No promises regarding employment have been made to me and I understand that no such promise or guarantee is binding upon PeopleSoft unless made in writing, and approved by the Chief Executive Office of PeopleSoft. If an employment relationship is established, I understand that I have the right to terminate my employment at any time for any or no reason and that PeopleSoft retains a similar right.
- That if I am hired, I will be required to sign an employee disclosure, an alternative dispute resolution agreement, a third-party invention agreement, and assignment agreements as a condition of my employment.
- That PeopleSoft supports a drug-free environment.
- That I will comply with the Company's guidelines, procedures and safety rules, and will cooperate in any reasonable security investigation.
- That, in an ongoing effort to protect its confidential information and property, the Company conducts exit searches of items such as briefcases, daytimers, large purses, parcels and backpacks.
- It is unlawful in the state of Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates the law shall be subject to criminal penalties and civil liability.

I certify that the Application for Employment, resume or other supplementary materials are true and correct.

Signature _____

Date _____

Rev 11/00

Form W-4 (2002)

Purpose. Complete Form W-4 so your employer can withhold the correct Federal income tax from your pay. Because your tax situation may change, you may want to refigure your withholding each year.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2002 expires February 16, 2003. See Pub. 505, Tax Withholding and Estimated Tax.

Note: You cannot claim exemption from withholding if (a) your income exceeds \$750 and includes more than \$250 of unearned income (e.g., interest and dividends) and (b) another person can claim you as a dependent on their tax return.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 adjust your withholding allowances based on itemized deductions, certain credits, adjustments to

income, or two-earner/two-job situations. Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See line E below.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding? for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax.

Two earners/two jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

Nonresident alien. If you are a nonresident alien, see the **Instructions for Form 8233** before completing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the dollar amount you are having withheld compares to your projected total tax for 2002. See Pub. 919, especially if you used the **Two-Earner/Two-Job Worksheet** on page 2 and your earnings exceed \$125,000 (Single) or \$175,000 (Married).

Recent name change? If your name on line 1 differs from that shown on your social security card, call 1-800-772-1213 for a new social security card.

Personal Allowances Worksheet (Keep for your records.)

A Enter "1" for yourself if no one else can claim you as a dependent A 1

B Enter "1" if:
 • You are single and have only one job; or
 • You are married, have only one job, and your spouse does not work; or
 • Your wages from a second job or your spouse's wages (or the total of both) are \$1,000 or less. B 1

C Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) C

D Enter number of dependents (other than your spouse or yourself) you will claim on your tax return D 0

E Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) E

F Enter "1" if you have at least \$1,500 of child or dependent care expenses for which you plan to claim a credit F

(Note: Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

G **Child Tax Credit** (including additional child tax credit):
 • If your total income will be between \$15,000 and \$42,000 (\$20,000 and \$65,000 if married), enter "1" for each eligible child plus 1 additional if you have three to five eligible children or 2 additional if you have six or more eligible children.
 • If your total income will be between \$42,000 and \$80,000 (\$65,000 and \$115,000 if married), enter "1" if you have one or two eligible children, "2" if you have three eligible children, "3" if you have four eligible children, or "4" if you have five or more eligible children. G

H Add lines A through G and enter total here. Note: This may be different from the number of exemptions you claim on your tax return. H 2

For accuracy, complete all worksheets that apply.
 • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
 • If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$35,000, see the **Two-Earner/Two-Job Worksheet** on page 2 to avoid having too little tax withheld.
 • If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Cut here and give Form W-4 to your employer. Keep the top part for your records.

Form W-4 Department of the Treasury Internal Revenue Service	Employee's Withholding Allowance Certificate ▶ For Privacy Act and Paperwork Reduction Act Notice, see page 2.	OMB No. 1545-0010 2002
1 Type of filer: [Redacted]		
3 <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withheld at higher Single rate. Note: If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.		
4 If your last name differs from that on your social security card, check here. You must call 1-800-772-1213 for a new card. ▶ <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 <u>2</u>
6 Additional amount, if any, you want withheld from each paycheck		6 \$ <u> </u>
7 I claim exemption from withholding for 2002, and I certify that I meet both of the following conditions for exemption: • Last year I had a right to a refund of all Federal income tax withheld because I had no tax liability and • This year I expect a refund of all Federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ▶ 7		
Under penalties of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate, or I am entitled to claim exempt status.		
Employee's signature (Form is not valid unless you sign it.) ▶ [Redacted]		Date ▶ [Redacted]
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional) [Redacted] Identification number [Redacted]

Cat. No. 102200

Performance Review Form

ENTD AUG 19 2004



Employee Name: [REDACTED]	Employee ID: [REDACTED]	Job Title: Sr. QA Developer	Department Name/Number: 5013
Time in Present Position: 18 months	Assessment Period: From: January 2003 To: December 2003	Manager: [REDACTED]	Annual Performance Rating: Met Expectations

Individual Performance Goals and Results

Instructions:

- List the agreed-upon goals and/or expectations for the past performance cycle. If goals or expectations were not set, please identify the major initiatives accomplished during the period. In the subsequent columns specify the expected deliverables for each goal, the date completed, and the results achieved.

Goals	Deliverables	Date Completed	Results
--------------	---------------------	-----------------------	----------------

<p>Individual Incident Testing, Service Pack, and Bundle Testing for 8.4 SP1 / 8 SP3 Contracts and Grants modules.</p>	<p>Follow the PRD procedures incorporating platform testing, individual incidents testing, bundle testing using automation scripts and deliver the quality products on time.</p> <ul style="list-style-type: none"> • Manage your queue effectively by using PRD QA Portal, ICE and/or Reports tools in order to follow up proactively on incoming incidents. • Ensure the Incidents are documented properly. • Work with the manager and/or team leads to prioritize assigned incidents to ensure timeliness. • Follow PRD QA Procedure in regards to: <ul style="list-style-type: none"> ○ Apply fixes accordingly. ○ Critical/Escalated Urgent incidents testing. ○ Meet all dates for bundle testing • Address testing issues in a properly manner (rework, testing issues in general). • Notify the manager of any testing delay or issues in a timely manner. • Consistent communicate the manager and work to ensure the quality of the testing according to defined target dates. • Execute on TOE items that involve PRD QA by published target dates. • Understand and adhere to Bundle process for 8SP3 and 8.4. This include: <ul style="list-style-type: none"> ○ Scheduling ○ Planning ○ Application (all platforms) ○ Incident re-testing (2 platform) ○ Manual & automation Regression (6 platform) • Ensure bundles are delivered on time and 	<p>On-going</p>	<ul style="list-style-type: none"> • I proactively looked for any imminent issues, made the necessary preparation for testing incidents and prioritized my assignments to meet deadlines. • The PRD procedures and processes have evolved and improved over the last year. By following these procedures and using ICE, automation scripts and other PeopleTools. I efficiently and thoroughly performed unit and regression testing in all platforms and produced quality fixes. • I met or exceeded all deadlines and target dates on time for Critical and Escalated Urgent incidents testing as well as Bundles testing. • I made an extra effort, working late nights and weekends as necessary to ensure all deliverables are met on time and to a high degree of quality. • I also took on additional responsibility and successfully tested and delivered Projects module incidents / bundles. • Moreover, I assisted other QA team members in their testing whenever needed and was still able to meet my own deadlines. • I successfully tested the enormous OSU enhancements for Contracts modules, which required in depth understanding of new complex functionality and extensive / thorough testing. • Worked closely with the Grants product developers to understand and follow the PRD procedures / timelines for bundles since this team is not an "official" PRD development team. • I successfully tested TOE items for Contracts and Grants products. • I worked closely with PRD and core QA team members to complete testing 8.4 SP1. • Furthermore, contributed to 8.8 ICE incidents backlog reduction efforts.
<p>with quality</p>	<p>Q2</p>		
<p>with quality</p>	<p>Q3</p>		

<p>Automations</p>	<ul style="list-style-type: none"> • Improve 8.4 SPL automated suites by providing more cases and improving coverage. Improve and use 8 SP3 testware. • Execute automated testing following PRD QA procedure. • Implement use of Test Director for PRD QA. 	<p>On-going</p>	<ul style="list-style-type: none"> • Continuously updated and improved automation scripts for Contracts and Grants. • Incorporated the execution of automations scripts and created additional test scenarios as part of my regression and platform testing for each bundle of Contracts / Grants. This prevents potential bundle problems and keeps the quality of the bundles in tact. • By utilizing "Test Director" and "PSScript Enterprise" test tools, I efficiently performed unit, regression and platform testing.
<p>Administrative</p>	<ul style="list-style-type: none"> • Communicate clearly and timely on status of incidents and maintain a relationships with other co-workers 	<p>On-going</p>	<ul style="list-style-type: none"> • I communicated with management and team members on the status of testing and any issues in a timely, consistent and comprehensible manner. • Established collaborative working relationships with QA team members, developers and GSC.

Employee Strengths and Development Areas

Instructions:

- In the first table below, list 3-5 areas of strength. You may want to view the Individual Contributor, Job-Specific, or Manager competencies for ideas. Provide specific examples of how the employee has demonstrated each strength over the past year.
- In the second table, list 3-5 areas for development. You may want to view the Individual Contributor, Job-Specific, or Manager competencies for ideas. You may provide additional comments.
- Based on the areas that you list in the development section, and your discussion with the employee, together you should create a training plan on the PSU Website.

Strengths	Comments/ Examples
<ul style="list-style-type: none"> • Integrity 	<ul style="list-style-type: none"> • You are diligent in getting work done on time, and put in the extra time and effort when needed, completing work without compromising quality.
<ul style="list-style-type: none"> • Managing Work 	You manage your workload well, making sure deadlines are met, even after taking on additional products.
<ul style="list-style-type: none"> • Adaptability 	You are adaptable to changes in workload and priority, and step in when other product groups need help.

Development Areas	Comments
Continuous Learning	Expand your knowledge on tools and technology. (automation, Change Assistant)
Inspiring Others	As a senior member of the team, you should use your experience and knowledge to help more junior team members. Work with them to improve test strategy and processes.
Innovation	Be more creative and resourceful when you encounter challenges, and attempt to resolve problems before escalating to management.

Annual Performance Rating

Instructions

The Annual Performance rating represents a cumulative assessment based on overall performance for the entire year. Please provide a summary rating that takes into consideration all performance for the year and competency assessments. Indicate overall performance by graphically marking an "X" on scale below.

Company Maker	Exceeded Expectations	Met Expectations	Improvement Needed	Unsatisfactory
	X			

Manager's Annual Summary Comments

[Redacted area for Manager's Annual Summary Comments]

Signatures

The performance review must be reviewed and approved by two levels of management before submitting to Human Resources.

Employee	Date
Signature indicates that my manager and I have discussed this evaluation.	
[Redacted]	[Redacted]
Next Level Manager	Date
[Redacted]	[Redacted]
Human Resources	Date
Signature required for CM and UN ratings	

Employee Comments (optional)

I attached my comments on separate pages as I disagreed on some area of my assessment and additionally, I would like to state that my reviewer [Redacted] was not my manager during this assessment period of Jan 2003 ~ Dec, 2003. Please see the attachment [Redacted]

My performance review for year 2003 was prepared by my current manager, [REDACTED]. However, she was not my manager during this assessment period of Jan. 2003 – Dec. 2003. She started working for PeopleSoft as my manager since around beginning of February 2004. During the year 2003, there were management changes in my department. My first manager, [REDACTED] resigned in Q3 2003 and followed by [REDACTED] who also resigned in Q4 2004, and Director left PeopleSoft as well. Although it was difficult for [REDACTED] to review my performance for year 2003 since she did not manage me during this period, I was still disappointed at briefness of meeting and discussion with her, especially as I worked very hard and put extra efforts all year around.

During the meeting with [REDACTED] on 05/13/2004, I read my performance review, but I was not clear about her notes since there were only 3 lines each under "Strength" and "Development Areas" sections and there was no comments written under "Manager's Annual Summary Comments" section to describe more detail.

In particular, I was puzzled about her note under "Development Area" section on this review. It says, "Be more creative and resourceful when you encounter challenges, and attempt to resolve problems before escalating to management". I asked [REDACTED] to clarify this with more detail and also give me an example / incident related to this comments. However, she was not able to provide me with anything at all.

I also stated to her that I work very closely with developers and other QA team members and always try to resolve any issues encountered before escalating to managers. In fact, I have hardly escalated any issues to managers previously unless absolutely necessary or any urgent matter required by management actions. But [REDACTED] still could not give me her inputs or further clarifications regarding this. She simply asked me to put my comments if I do not agree with her comments.

I also looked at my quarterly reviews for year 2003 which were prepared by my previous manager, [REDACTED]. However, I could not find any comments related to this matter. On the contrary, [REDACTED] mentioned in my review, "She doesn't hesitate to take on the necessary tasks and responsibilities to get things done and as a results manages to stay on track. She communicates effectively and timely her status and escalates issues as necessary. She is highly thought of by her teammates and her development team." I included [REDACTED] notes from Q2 2003 quarterly review. Please see below.

Unfortunately, [REDACTED] has resigned and her last day at PeopleSoft is tomorrow (05/14/2004) and we will not have an opportunity to discuss further.

Below is my Q3 2003 review, which was prepared by my previous manager, [REDACTED].

[REDACTED] has met all and exceeded some objectives on time or early and with expected deliverable. [REDACTED] works extremely well with her teammates and her development counterparts, which is key to being able to meet her deadlines and resolve issues. She works

very closely with the GM development team, instructing them on the PRD processes as this product is not officially supported by PRD. She continues to meet all target dates for critical/escalated urgent incidents, bundles and enhancement testing. She has executed successfully on testing CA/GM enhancements prior to their inclusion into the bundle, which prevents potential bundle problems and this keeps the quality of the bundles in tact. She has been working on executing the automation scripts to assist with regression testing of the bundles. She is dedicated to providing a quality product and will spend the extra time when needed. She participated in the 8.4SP1 testing as well as providing additional support to new dev QA when asked. She doesn't hesitate to take on the necessary tasks and responsibilities to get things done and as a results manages to stay on track. She communicates effectively and timely her status and escalates issues as necessary. She is highly thought of by her teammates and her development team. "

[REDACTED]

PeopleSoft®

06/05/03

Performance Appraisal Form

EMPLOYEE NAME [REDACTED]	TITLE Sr. QA Developer	EMPLOYEE NUMBER [REDACTED]
DEPARTMENT NAME/NUMBER 5013	DATE OF HIRE [REDACTED]	TIME IN PRESENT POSITION 6 months
ASSESSMENT PERIOD From: Jul. 2002 To: Dec. 2002	REVIEW COMPLETED BY: [REDACTED]	PERFORMANCE RATING (Refer to Performance Ratings summary above) ME

1) GOALS AND RESULTS: List the agreed-upon goals and/or expectations for the past performance cycle. If goals or expectations were not set, please identify the major initiatives accomplished during the period. Evaluate performance against each area considering the following areas: Technical Competency, Quality of Work, Effectiveness of Working Relationships, Customer Focus, and Personal Accountability. For managers, describe effectiveness of people management (e.g. hiring talented employees, setting expectations, providing performance feedback, managing poor performance).

[REDACTED] joined the ESA PRD QA team in July. During this time period, there have been three major objectives: 1) bundle testing and individual incident testing, 2) automation, 3) training. Each required meeting specific objectives which support the areas mentioned: Technical Competency, Quality of Work, Effectiveness of Working Relationships, Customer Focus, and Personal Accountability.

[REDACTED] is responsible for Contracts 8SP3 and 8.4, and Grants 8.4. She has met all target dates for critical and escalated urgent incidents and bundles. She adheres to the PRD QA Testing process and procedures, which insures that she delivers quality fixes. In the event she encounters a problem with a fix, she works to have it resolved keeping the customer in mind. She works very closely with her QA teammates, her development team and the GSC to deliver quality fixes on time and is highly regarded by them. As the months have gone by, the workload has steadily increased and [REDACTED] has maintained her focus of meeting goals. She always supports her teammates by taking on some of their load when needed, thus providing her with the opportunity to increase her knowledge of Expenses and Projects.

Her PRD QA responsibilities include such technical tasks as: applying fixes to the platform databases; starting and stopping app servers, web servers and process schedulers; building tables and views on various platforms; troubleshooting SQL statements and peoplecode; running DMS scripts.

[REDACTED] speaks fluent Japanese and was enlisted to assist with testing Mobile Time and Expense for a Japanese customer. She is always willing to support whatever activities are at hand.

[REDACTED] has attended several training classes in order to add to her skill set and knowledge base. She attended training for PeopleTools Technical Basic Training 8.4 (Bootcamp), Quick Test, PS Script, ICE, and Grants training.

2) SUMMARY: Briefly summarize the employee's performance over the last performance period. Also indicate how the employee demonstrates PeopleSoft's core values.

This past year [REDACTED] has increased her overall knowledge in several areas:

- > Technical Competency: See above details.
- > Quality of Work: Provide quality fixes to the customers on time, provide complete solutions, minimize if not eliminate the introduction of incidents with a fix
- > Effectiveness of Working Relationship: Taking on additional areas for testing, working with other departments and people, communication with manager and teammates, flexibility
- > Customer Focus: testing fixes with the customer in mind, validate the application of the fix and completeness of documentation.
- > Personal Accountability: Understand the overall process involved with providing solutions to the customer, willingness to devote whatever time is necessary to meet and provide quality fixes on time, works independently with minimal supervision

[REDACTED] had to learn one of the more complex products, Contracts. She did a wonderful job of coming up to speed on everything and be productive in a very short time period (less than 3 months). She understands Contracts quite well, Grants also. She has been the backup for Expenses and Projects and has gained quite a bit of product knowledge on these products as well. As a result she is a valued individual among a very small team, as she can assist on almost anything. She is a very independent worker who can do her job and meet her goals with very little management guidance. She does not hesitate to make decisions and take ownership for obtaining the appropriate solution to a situation. In the future [REDACTED] can contribute significantly to ESA PRD QA by learning the remaining ESA products, familiarize herself with the business process which cross all of FMS, and utilize automation tools more.

PeopleSoft®

Performance Appraisal Form

3) DEVELOPMENTAL PLANS.

Strengths

- Analytical Skills
- Diligent work ethic
- Adapt well to change
- Team oriented
- Commitment to Quality
- Willingness to learn

Developmental Needs

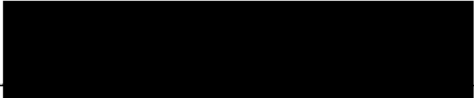



- Increase knowledge of all ESA products
- Increase knowledge of integration points and integrated products across product pillars
- Learn the automation tools and enlist them in daily tasks

Note: All developmental goals and plans must be completed as part of the Goal Setting process within the new Performance Management process. See the Performance Management Website on Planet for further details.

4) EMPLOYEE COMMENTS:

SIGNATURES

The Performance Appraisal must be reviewed and approved by two levels of management before submitting to Human Resources.

	Signature	Date
Employee:		
Signature indicates my manager and I have discussed this evaluation.		
Evaluating Manager:		
Next Level Manager:		
HR Business Partner:		

[REDACTED]

[REDACTED]

Dear [REDACTED]

As you know, Oracle Corporation and [REDACTED] are merging. As a result of this merger, we are pleased to offer you the position of Principal Quality Assurance Engineer with Oracle Corporation, at the Oracle office facility located at 4460/4480 Hacienda Drive, Pleasanton, CA. This offer of employment is contingent upon the successful completion by you of Oracle's background check process, which includes education and employment verification as well as a criminal records search. We anticipate offering you starting compensation at the monthly rate of [REDACTED] (equivalent to an 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 remaining new hire documents and return them to Oracle Corporation, ATTN: Americas HRSSC (PS), 1001 Sunset Boulevard, Rocklin, CA 95765. Your completed new hire paperwork must be post-marked no later than Friday, January 21, 2005. If you have any questions, please feel free to contact the Human Resources Services Center in Denver at 303-334-4777. This offer remains open until Friday, [REDACTED]. If you choose not to accept our employment offer, your voluntary separation from Peoplesoft will be processed as of [REDACTED].

We look forward to having you begin work with us.

Sincerely,

Joyce Westerdahl
SVP, Human Resources
Oracle Corporation

Enclosure: New Employee Packet

Oracle Corporation and its subsidiaries ("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:

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 Corporation 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/>

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.

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

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.

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:

Pri

Signature

Date

05/01

MANDATORY: ALL PROSPECTIVE EMPLOYEES MUST COMPLETE AND SIGN THIS FORM

Employee Eligibility Questionnaire

Federal law requires Oracle to hire individuals who are authorized to work in the United States. To ensure compliance, all prospective employees must answer the following questions and sign and date this form.

1. Are you authorized to work in the U.S.? (check one) Yes No

2. Which ONE of the following applies to you? (check one)

U.S. Citizen U.S. Permanent Resident Foreign National with / without temporary visa

If you checked U.S. Citizen or Permanent Resident, STOP, skip to item 4. below.

If you checked Foreign National with / without visa, complete items 3. and 4. below.

3. Which ONE of the following describes your current status? (check one & complete needed information)

I am on F-1 or J-1 status and have valid work authorization based on that status.

Visa type: F-1 _____ J-1 _____

Issue date of work authorization: _____

Expiry date of work authorization: _____

I have some other type of status in the U.S., and have a valid work card issued by INS in the form of an "EAD" (Employment Authorization Document), and can begin employment based on that.

Issue date of work authorization: _____

Expiry date of work authorization: _____

I have a work visa sponsored by Oracle Corporation and can be employed based on that valid status.

NOTE: This ONLY applies if your current visa status has already been sponsored by Oracle Corporation and you are currently in possession of an I-797 Approval Notice or visa stamp bearing the name of Oracle Corporation as the sponsoring entity. If this is not the case, then this selection does not apply to you, and you must make a different selection that describes your current visa status.

Visa type: _____

Valid from: _____ Valid to: _____

I have a U.S. visa of some kind, but it is not an employment visa that was sponsored by Oracle Corporation, therefore I will require Oracle Corporation to sponsor me for a work visa.

I do not have any U.S. visa, I am outside the U.S. and therefore will require Oracle Corporation to sponsor me for a work visa.

Visa Assistance for Regular, Full-Time Employees

If you will be a regular, full-time employee and require assistance to obtain Oracle-sponsored work authorization, please note:

- Complete and return all New Hire Paperwork, except I-9 form (bring on first day of employment)
- Contact your manager and request s/he complete Purchase Order and begin visa petition process
- Contact the Oracle-approved immigration attorney. Generally, Oracle pays normal legal fees and costs for work authorization.

4. It is mandatory that ALL prospective employees print and sign their names and date this document.

Print Name

Signature

Date

- (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 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, solicit, call on or provide competing services for any of Oracle's customers or clients or prospective customers or clients if I have 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 obligations set forth above.

Signature

Name: _____

Date: _____

05/02

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 polices related to marketing and solicitation. Oracle employees are expected to be familiar with these polices and to promptly complete any training related to these policies. Failure to comply with these polices 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 _____

Name: _____

Date: _____

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forth in the offer letter. Oral or written representations contradicting or supplementing the terms of the offer letter are not valid.

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

05/01

January 13, 2005

[REDACTED]

Dear [REDACTED]

As you know, Oracle Corporation and [REDACTED] are merging. As a result of this merger, we are pleased to offer you the position of Principal Quality Assurance Engineer with Oracle Corporation, at the Oracle office facility located at 4460/4480 Hacienda Drive, Pleasanton, CA. This offer of employment is contingent upon the successful completion by you of Oracle's background check process, which includes education and employment verification as well as a criminal records search. We anticipate offering you starting compensation at the monthly rate of [REDACTED] (equivalent to an 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 remaining new hire documents and return them to Oracle Corporation, ATTN: Americas HRSSC (PS), 1001 Sunset Boulevard, Rocklin, CA 95765. Your completed new hire paperwork must be post-marked no later than Friday, January 21, 2005. If you have any questions, please feel free to contact the Human Resources Services Center in Denver at 303-334-4777. This offer remains open until Friday, [REDACTED]. If you choose not to accept our employment offer, your voluntary separation from Peoplesoft will be processed as of [REDACTED].

We look forward to having you begin work with us.

Sincerely,

Joyce Westerdahl
SVP, Human Resources
Oracle Corporation

Enclosure: New Employee Packet

Oracle Corporation and its subsidiaries ("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:

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 Corporation 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/>

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.

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

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.

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:

Pri

Signature

Date

05/01

MANDATORY: ALL PROSPECTIVE EMPLOYEES MUST COMPLETE AND SIGN THIS FORM

Employee Eligibility Questionnaire

Federal law requires Oracle to hire individuals who are authorized to work in the United States. To ensure compliance, all prospective employees must answer the following questions and sign and date this form.

1. Are you authorized to work in the U.S.? (check one) Yes [] No

2. Which ONE of the following applies to you? (check one)

[] U.S. Citizen U.S. Permanent Resident [] Foreign National with / without temporary visa

If you checked U.S. Citizen or Permanent Resident, STOP, skip to item 4. below.

If you checked Foreign National with / without visa, complete items 3. and 4. below.

3. Which ONE of the following describes your current status? (check one & complete needed information)

[] I am on F-1 or J-1 status and have valid work authorization based on that status.

Visa type: F-1 _____ J-1 _____

Issue date of work authorization: _____

Expiry date of work authorization: _____

[] I have some other type of status in the U.S., and have a valid work card issued by INS in the form of an "EAD" (Employment Authorization Document), and can begin employment based on that.

Issue date of work authorization: _____

Expiry date of work authorization: _____

[] I have a work visa sponsored by Oracle Corporation and can be employed based on that valid status.

NOTE: This *ONLY* applies if your current visa status has already been sponsored by Oracle Corporation and you are currently in possession of an I-797 Approval Notice or visa stamp bearing the name of Oracle Corporation as the sponsoring entity. If this is not the case, then this selection does not apply to you, and you must make a different selection that describes your current visa status.

Visa type: _____

Valid from: _____ Valid to: _____

[] I have a U.S. visa of some kind, but it is not an employment visa that was sponsored by Oracle Corporation, therefore I will require Oracle Corporation to sponsor me for a work visa.

[] I do not have any U.S. visa, I am outside the U.S. and therefore will require Oracle Corporation to sponsor me for a work visa.

Visa Assistance for Regular, Full-Time Employees

If you will be a regular, full-time employee and require assistance to obtain Oracle-sponsored work authorization, please note:

- Complete and return all New Hire Paperwork, except I-9 form (bring on first day of employment)
- Contact your manager and request s/he complete Purchase Order and begin visa petition process
- Contact the Oracle-approved immigration attorney. Generally, Oracle pays normal legal fees and costs for work authorization.

4. It is mandatory that ALL prospective employees print and sign their names and date this document.

Print Name

Signature

Date

ORACLE
Mid-Year Performance Review
Applications Development

Directions

1. Employee (Appraisee) completes the Mid-Year Performance Review Form and forwards to their manager.
2. Manager (Appraiser) adds comments and returns the Performance Review to Appraisee.
3. Appraiser and Appraisee meet to discuss the Performance Review.
4. Appraisee and Appraiser sign the Performance Review.
5. Appraiser sends the signed, completed hardcopy Performance Review to the HR Manager.

Employee's Name: [REDACTED]	Manager's Name: [REDACTED]
Employee Number: [REDACTED]	Cost Center/Organization: PD52- PSFT Quality Assurance – FMS - 001
Job Title: Principal Quality Assurance Engineer	Review Period: October 2004 to February 2005

Past Performance – Use the table below to record comments on the accomplishments, strengths and areas of improvement for the current performance review period, October 2004 to February 2005.

<p>I. Key Accomplishments: Summarize the key accomplishments from October 2004 to February 2005.</p> <p>Appraisee's Comments:</p> <ul style="list-style-type: none"> • Was able to quickly come up to speed and understand the QA procedure for the new release testing after having joined the [REDACTED] group from the [REDACTED] group in [REDACTED]. • Developed test strategy, test scenarios and detailed test cases for [REDACTED] new features by reviewing functional / technical design specifications, working closely with functional analysts and development team. • Performed system test by executing test cases for each feature and report the results using test tool such as Test Director. • Assisted other QA team members and consultants in resolving any application and technical issues whenever needed. • Analyzed issues encountered during testing and reported them to [REDACTED] system. • Contributed to [REDACTED] backlog reduction efforts by assisting on [REDACTED] to resolve any ICE issues for [REDACTED] in addition to [REDACTED] releases. • Established collaborative working relationships with Developers, Functional Analysts and QA team members. • Communicated with management and team members on the status of testing and any issues in a timely and comprehensible manner. • Participated in "Stress Testing" • Participated in the "Usability" class. I gained additional knowledge of what needs to be kept in mind when designing applications / web pages. • By attending the "Improving Team Effectiveness Training" class, I learned about other team members and myself and how we can communicate with each other effectively and be productive as a whole team. <p>Appraiser's Comments:</p> <ul style="list-style-type: none"> • I agree with [REDACTED] summary of her achievements. She has done a great job of transitioning from SD to New Dev QA. Here testware is very well written with great data sets and expected results. • She had a very big obstacle to overcome in that she started writing her testware 5 - 6 months after most other QA, due to someone leaving the group in May and [REDACTED] not starting until October. <p>II. Demonstrated Strengths: Identify areas in which the appraisee has shown a high level of performance.</p>

Appraisee's Comments:

- Able to work independently as well as collaboratively with QA and Development team members.
- Strong analytical skills
- Commitment to Quality
- Detailed and thorough
- Troubleshooting using technical and development background
- Adapt well to change
- Always making myself available to other QA and developers and assist them when necessary.
- Diligent work ethic

Appraiser's Comments:

- I agree with the strengths [REDACTED] identified. [REDACTED] professionalism shows through in her commitment and dedication to do a good job. [REDACTED] deliverable are always high quality and she is professional enough to understand not to over commit herself, which would affect quality.

III. Areas for Development or Improvement: Provide a summary of areas that could be developed further to increase contribution to the team or areas that need attention and should be an area of focus during the next performance period.

Appraisee's Comments:

- Continue to increase depth knowledge of my primary responsible products, all ESA products and other integrated products.
- Continuously expand knowledge of development tools and test tools.

Appraiser's Comments:

- I would like [REDACTED] to take more ownership of Contracts testware that was not specifically created.
- Needs to work with CA teammates to better define ownership of BAT and Transaction Billing Processor

IV. Overall Performance: Describe the appraisee's overall performance in relation to accomplishments and expectations of the role.

Appraisee's Comments:

- With my application knowledge, technical and development background, I was able to come up to speed quickly and understand QA procedures for new release testing.
- Even though I joined this team late and was not involved in any of the design stage with the development group, I was able to develop detailed and comprehensive testwares for new features with minimal guidance on time.
- I successfully performed system testing by executing each of the test scenarios, providing thorough analysis and resolutions to the development group for any issues encountered, and reported the status using test tools such as Test Director and ICE.
- I contributed to the development and QA team by always making myself available to others and walking through any issues to be resolved.
- I established collaborative working relationships with Development and QA team members.
- I made an extra effort to ensure all deliverables were met on time and to a high degree of quality

Appraiser's Comments:

- [REDACTED] deliverable are always high quality whether it be her testware or simply logging an ICE. Her ICE documentation and replication are extremely clear and well written are some of the best I have seen. She explains what went wrong and ties it back to the FDD. She then ties the ICE back to the testware scenario and updated TD with the ICE. This has helped me in discussions with development when they question the number of Fails on Metrics Central. Development has told me that they hold [REDACTED] in high regard and have the utmost confidence in her.

Future Performance – Use the table below to set objectives for the next review period, March 2005 to June 2005. Objectives should be specific, measurable, achievable, results oriented, and include target dates.

Objective 1
Reach 100% Started (including Blocked) with System Test Scenarios by April 15, 2005.
Objective 2
Keep the overall CA, GVC and CAC backlog (<= Build SXXX) consistently below 30 P1s and P2s weekly.
Objective 3
Automate Contracts defined Core Test Sets by May 31, 2005.
Objective 4 (add other objectives as needed)

SIGNATURES:

E _____
M _____
Date

Please Note: Employee's signature signifies receipt of performance review and does not necessarily indicate agreement with the content of the review.

Managers - Please submit the signed, completed hardcopy Performance Review Form to your HR Manager .