From:	Shauna Holman Harries
To:	Luong, Hoan - OFCCP
CC:	Neil Bourque; Lida Daniel; Charles Nyakundi; Sean Smith; Kela Moon
BCC:	Siniscalco, Gary R.; Damrell, Lauri A.
Sent:	10/29/2015 9:08:35 PM
Subject:	HQCA 5 of 29
Attachments:	HQCA - Personnel File 4 - ███████ 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

New Employee Paperwork

Candidate's Name: ████████████████████

☐	Rehire	☐	Temp to Regular
☐	International Transfer	☐	Part time
☐	Temp	☐	Contractor to Regular
☐	VISA Required		

☑ Completed Personal Information Sheet

☑ Employee Self-Identification Form

☑ Employee Eligibility Questionnaire

☑ **Signed** Employment Agreement & Agreement to Arbitrate

☑ **Signed** Proprietary Information Agreement

☑ **Signed** Internal Privacy Policy

	Date	Initials
Logged:	SEP 10 2007	_____
Sent Email:	SEP 10 2007	_____
Entered:	_____	_____
Scanned:	_____	_____

Start Date: ████████████   **Employee #** ████████████

Personal Information Sheet

Missing information or illegible information may cause delays in processing your profile.

Employee Name: First   ██████████

                          Middle ██████████

                          Last   ██████████

Preferred First Name (Known As) ████████████

(Optional)

Name as it appears on your offer letter (For Reference Purposes)

██████████   ████████

First   Middle   Last

Social Security Number: ███████████████

Please note you are responsible for obtaining a Social Security Number within two weeks of your employment.

Date of Birth: ████████████

(Example: Feb-12-1960)   MMM   DD   YYYY

Home Address:

Street: ████████████████████████████████

City ██████████████████████████████████████

State █████████████████████████████████████

Country ███████████████████████████████████

Other Information:

Your Start Date as agreed with your Hiring Manager: ████████████████

                                            MMM   *DD*   *YYYY*

Who was your initial point of contact in the recruiting process that resulted in your hire?

    [ ] Hiring manager   [ ] Internal Recruiter   [X] Employment Agency

If your answer above was Hiring Manager or Internal Recruiter, what was the recruiting technique that prompted your candidacy?

    [ ] Employee Referral
    [ ] Oracle's Web Career Site (Oracle.com)
    [ ] Job Fair
    [ ] Web Career Site (Monster, CareerBuilder, etc.)
    [ ] Oracle Internal Recruiter contact/cold call
    [ ] Rehire (self-initiated contact from previous Oracle employment) – Previous Employee # _____
    [ ] Print Advertisement
    [ ] Oracle Hiring Manager contact/cold call
    [ ] Other (please specify) _____

Company Name of your current or most recent employer ████████████████

International Transfer or Contractor currently working at Oracle Yes _____ No X

If Yes, Country _____   Employee or Contractor Number _____

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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)*   [X] Yes   [ ] No

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

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

If you checked U.S. Citizen or Permanent Resident, <u>STOP</u>, skip to item 4. below.
If you checked Foreign National with / without visa, complete items 3. and 4. below.

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3. **Which <u>ONE</u> 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 and can be employed based on that valid status.
        *NOTE: This ONLY applies if your **current visa status has already been sponsored by Oracle**
        and you are currently in possession of an I-797 Approval Notice or visa stamp bearing
        the name of Oracle 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, therefore I will require Oracle 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 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.

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

_____   ████████████████████   ██████████████

Print Name   Date

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Employment Agreement & Mutual Agreement to Arbitrate

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

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

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

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

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

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

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

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

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

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terminable only for cause. Either you or Oracle may terminate the employment relationship at any time for any reason. Additionally, Oracle may take any other employment action at any time for any reason. No one at Oracle may make, unless specifically authorized in writing by Oracle's Board of Directors, any promise, express or implied, that employment is for any fixed term or that cause is required for the termination of or change in the employment relationship.

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

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

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

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

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

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

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

YOU FURTHER UNDERSTAND AND AGREE THAT YOU HAVE READ THIS EMPLOYMENT AGREEMENT & MUTUAL AGREEMENT TO ARBITRATIE 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:

_____

Print Name

_____   _____

                                                    Date

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PROPRIETARY INFORMATION AGREEMENT

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

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

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

    Proprietary Information includes by way of illustration and without limitation:

    a. all software and other technology developed or licensed by or for Oracle or licensed to Oracle by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;

    b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;

    c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

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

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

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person. I will not bring any proprietary information of a former employer or other entity or person to Oracle. I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, the other entity or person.

3. I will promptly disclose to Oracle, will hold in trust for the sole right and benefit of Oracle, and hereby assign to Oracle all my right, title and interest in and to any and all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, apparatus, computer programs, programming documentation, and other works of authorship, including any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular

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business hours. I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any and all patent, copyright, trade secret or other right or interest in any Development for any and all countries. This provision does not apply to Developments which qualify fully under the provisions of section 2870 of the California Labor Code, or any other statute or common law doctrine of like effect, which states:

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

         (1)   Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

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

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

4.   If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).

5.   I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.

6.   I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.

7.   I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.

8.   I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

9.   I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, where my conduct would constitute a misappropriation of trade secrets, unfair competition, other civil wrong, or where such conduct is subject to direct legal prohibition, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customers or clients if I solicited, called on or performed services for that Oracle customer or client or prospective customer or client during the twelve months preceding my termination from Oracle.

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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.

Name: _____

03/05

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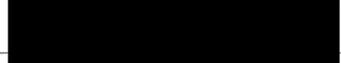
ORACLE'S INTERNAL PRIVACY POLICY-INDIVIDUAL PERSONAL DATA

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

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

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

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

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

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

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

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

External Information – Oracle collects personally identifiable information from customers, Oracle program students, conference attendees, magazine subscribers and users of its websites. Collection, use and access to this personally identifiable information is subject to Oracle's Privacy Policy and other applicable polices related to marketing and solicitation. Oracle employees are expected to be familiar

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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.

Name: ███████████████████████   Date: ████████████

05/02

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ORACLE

[REDACTED]

Dear [REDACTED]

We are pleased to offer you the position of Applications Sales Representative with Oracle USA, Inc. We offer you starting compensation at an annual rate of $ [REDACTED]. In addition, you will be eligible to participate in the standard compensation plan for your position.

You will also be eligible to participate in our standard automobile program for this position. Under the current program you will receive an automobile allowance of $ [REDACTED] per month.

To accept this offer, please sign the enclosed Employment Agreement (be sure to confirm your intended start date with your manager), the Proprietary Information Agreement and all other documents required and return them to Oracle. Employment and employee benefits can only begin after you have signed these documents and they have been received by our Employee Service Center. If you have any questions regarding these documents, please feel free to call our Employee Service Center at (888) 404-2494.

If you have any questions regarding the conditions of your offer, please feel free to call your manager, [REDACTED] or your Human Resources Representative, Cynthia Wadzinski, at (402) 504-1446. This offer remains open until [REDACTED] We look forward to having you begin work with us.

Sincerely,
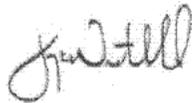
Joyce E. Westerdahl
Senior Vice President, Human Resources

Enclosure: New Employee Packet

OBJECTIVE

To obtain an executive sales management position in an organization in which innovation, growth and development, cooperative leadership, and proven performance, are valued.

SUMMARY OF QUALIFICATIONS

- A dedicated, creative professional with a history of innovation and top-level performance in marketing, sales, and sales management.
- Liaison between corporate entities; identifies new areas to increase market share and captures new market potential.
- Performs in highly competitive climates; anticipates and rapidly adapts to evolving business conditions, new technical marketing focuses, and sales strategies.
- Utilizes sound judgment and a logical, orderly decision making process. Thinks comprehensively and uses creative problem solving. Communicates organizational goals clearly and effectively.
- Effectively teaches and delegates to others; performs in strong team-oriented atmosphere.
- PC literate as well as building customized corporate tracking programs in sales, human resources, and other statistical data.
- Award winning sales manager

PROFESSIONAL EXPERIENCE

- Sold ███████████████████ solutions to companies in Colorado, Utah, Idaho, Arizona and Montana
- Sold 1.8 million in revenue FY 2006 and Q1 2007 in a territory that hadn't produced in previous 4 years
- Strategic Accounts and Winds include ██████████████
- Develop and maintain relationships with large and small consulting firms to optimize relationships within corporations. ████████████ etc..

- Market Enterprise Reporting solutions to Fortune 1000 companies in the Rocky Mountain States and Midwest.
- Identify opportunities; prepare demonstrations and proposals for C-Level executives.
- Develop and maintain relationships with large and small consulting firms to optimize relationships within corporations.
- Collaborate with clients to develop Return on Investment Models to justify projects.

- Marketed Middleware solutions to Fortune 1000 companies in the Southeast and Midwest.
- Identified opportunities, prepared demonstrations and proposals for C-Level executives.
- Developed and maintained relationships with large consulting firms to optimize relationships within corporations.
- Obtained Quota every year.
- 125% of $3.6mil quota from 2002 - 2003.
- 111% of $3.2 mil quota from 2001-2002
- 101% of $3.8 mil quota from 2000 -2001
- ███████████ (Greensboro, NC)
- Global Account Representative, 1994 to 2000
- Market ERP, Supply Chain, and EAI products to Global accounts in several vertical markets.
- Prepare customized marketing proposals for marketing Multi-Mode Manufacturing, Supply Chain Management, and Global Financials to the Industrial Sector.
- Generate, manage, and maintain accounts to provide client education and increase sales.
- Sales achievements include: Quota attained every year, Presidents Club 3/5 years.
- 110% of a $2.6 mill quota from 1999 - 2000
- 101% of a $2.6 mil quota from 1998 -1999
- 127% of a $2.1 mil quota from 1997 – 1998
- 203% of a $ 1.9 mil quota from 1996 - 1997
- 118% of a $1.5 mil quota from 1995 – 1996
- 133% of a $1.5 mil quota from 1994 – 1995

- Comprehensive responsibility for marketing computerized maintenance systems to large corporate clients in manufacturing, hospital, and hotel industries.
- Designed and coordinated advertising and marketing programs directed at specific vertical markets nationwide while maintaining expenditure budget of $20,000.
- Obtained and handled accounts satisfying needs of the clients and increasing sales.
- Developed product demonstrations to showcase products and increase rate of closure on sales.

■■■■■■■■■■■■■■■■■■■■■■■

- Responsible for selling network-managing software to large organizations and Management Information System shops for IBM mainframe computer systems.
- Serviced a client base consisting of 600 clients throughout a three-state territory.
- Expanded existing account base through persuasive selling and effective presentation style.
- Provided clients with exemplary customer service and accurate and up to date product knowledge.
- Maintained open lines of communication with existing and potential customers, building a positive rapport with each account.

■■■■■■■■■■■■■■■■■■■■■

- Sold hardware/software packages within the banking industry of archiving and retrieval purposes.
- Wrote articles for quarterly newsletter distributed to company's client base.
- Serviced 800 clients in 15 states; provided solutions to problem situations and offered new services.
- Built client base through effective selling techniques as well as monthly presentations.
- Implemented effective training and personnel development programs for new staff members in operational regulations and procedures.
- Updated and wrote information for new hire procedure manual.
- Held the record for largest sale in division history.
- Actively participated in the decision making of marketing ideas and management.
- Assigned additional management responsibilities during absence of the Vice President.

EDUCATION

■■■■■■■■■■■■■■■■ Ames, IA
Bachelor of Science in Business, 1991

CONTINUING EDUCATION SEMINARS

Corporate Leadership and Team Building, 1997
Selling to Top Executives, 1998
Target Account Selling, 1999
Lee Kleese Leadership, 2000

ORACLE
Workflow

Home Logout Preferences Help

worklist >

Please mail ██████████ offer letter from ██████████

(More Information Required) (Offer Letter Sent) (Terminate Applicant) (Reassign) (Request Information)

To   HROFFERS
Sent ██████████ 11:43:15
ID   ██████████

██████████ has been approved for hiring by BGCHECK, who has final offer approval authority.

Candidate: ██████████
Applicant Number ██████████
Hiring Manager ██████████

Original Recipient of Last Approval: BGCHECK,

This offer has been approved by Larry Ellison.

Last Approver's Comments:

Click here to see the Candidate Offer Letter

Print the job offer letter, obtain the required signatures, and mail the offer letter to ██████████

To request more information from ██████████ select More Information Required and fill in specific details in the 'More Information Request' field.

Action History

Num	Action Date	Action	From	To	Details
1	23-AUG-2007 10:03:04	Submit	████████	Grigg, Doug	
2	23-AUG-2007 11:34:04	Approved	Grigg, Doug	Workflow System	
3	23-AUG-2007 12:30:54	Approved	Bonnette, David	Workflow System	
4	24-AUG-2007 14:49:00	Approved	Boucher, John	Workflow System	
5	27-AUG-2007 07:33:46	Request Information	Block, Keith	Malloy, David	David, do you approve this ███ external recruiting agency fee on behalf of Jonn Nolitt? Cindy Wadzinski/HR
6	28-AUG-2007 03:18:41	Provide Information	Malloy, David	Block, Keith	APPROVED
7	28-AUG-2007 07:54:57	Approved	Block, Keith	Workflow System	
8	28-AUG-2007 10:29:53	Approved	Phillips, Charles	Workflow System	
9	29-AUG-2007 08:54:25	Approved	Ellison, Lawrence	Workflow System	

9/6/2007

| 10 | 29-AUG-2007 09:18:39 | Approved | Wadzinski, Cindy | Workflow System |
| 11 | 05-SEP-2007 11:30:21 | Approved | BGCHECK | Workflow System |

Response

More Information Request

Return to Worklist

☐ Display next notification after my response

(More Information Required) (Offer Letter Sent) (Terminate App

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Privacy Statement

Candidate Offer Information

Candidate Information.

First Name Last Name Known As

███████████████████

Work Telephone Home Telephone Fax Number

N/A ████████████ N/A

Address

███████████████████████████████

Assignment Information

Organization SB60 - North Central CRM East - 001

Job Code 3316.Applications Sales Representative III.SALES.SPECPROD.IC3

Office Location Minnesota Revenue

Terms And Conditions

Please enter all information exactly as you wish it to appear in the offer letter. Pertinent information is automatically carried to the offer letter (ie. Do not abbreviate Discretionary Job Title, do not use all caps, etc.) Please select ? next to field for tips.

Discretionary Job Title (Mandatory) Applications Sales Rep

Product (Mandatory) CRM OnPremise

Job Billable (Auto-Filled after being saved) N

Industry Code (Mandatory) General Business

Is the Job Revenue Generating? (Mandatory) No

Salary

Annual Base Salary ($) (Mandatory If Job is Exempt) $ ████████

Annual Target Variable (Mandatory for PreSales and Sales) $ ████████

Candidate's previous employer and compensation information (Mandatory) ███████████████

Employment Category (Mandatory) **Full Time - Regular**

FLSA classification (Auto Filled After offer is saved) EX

Timing Issues

Offer packet mailing information: **Federal Express 1-Day**

Target start date (to be confirmed by the Candidate on his/her acceptance paper) ████████

Offer remains open until ████████

███████████████████

Special Compensation

Car

Select one (if applicable) Standard Car Plan - ▮▮▮▮▮▮▮▮▮▮

Rehire/Previous Contractor/International Transfer

It is extremely important that this section be completed accurately to sure that account access is provisioned correctly and in a timely fashion and the candidate is given appropriate credit for past service as applicable.

If yes, Previous Employee or Contractor # and Previous Country are mandatory **No**

Acquisition Candidate

Is the candidate a former employee of an Acquisition? **No**

Acquisition Company

Date of Termination **(DD-MON-YYYY)**

Termination Reason

Severance Paid ▮▮▮▮▮▮

Justification

Position included in your approved headcount?	Yes
Are candidate's salary and related expenses in your approved budget?	Yes
References checked	Yes
Replacement for a current employee	No

Provide three statements of justification for hiring this candidate 1. **Strong track record of ecxeeding sales quotas by substantial margins.**

2. **Disiplined approach to prospecting; proven ability to cultivate relationships with C-level execs.**

3. **Sold 1.8M in revinue FY 06 and Q1 2007 in a territory that hadn't produced in previos 4 years**

List Oracle employee interviewers **Andy Boehm, Cindy Ericson, Doud Grigg**

Interviewers' Comments **Self motivated team player with a sloid track record of beating quota/**

Additional Assignment Information

If this hire is an international transfer, please make sure that you have coordinated with the releasing manager and that the employee is terminated in the country where they currently work.

Person Type (Mandatory) **Employee**

Hire Type (Mandatory) **New Hire**

Shift Premium Eligible ? **No**

Eligible to work in the US ? **Yes**

Additional Information

Candidate Email: Please enter a personal email address, not a business email address. Enter N/A if the personal email address is unknown. The e-mail address provided here will be used to initiate the background check process for your candidate. The background check process begins immediately after an offer is submitted for approval

Job Post IDs may not be used for multiple candidates. Each candidate requires an individual Job Post number. A Job Post ID may only be reused if the original candidate to which it was dedicated does not accept employment with Oracle.

Candidate Email Address (**Mandatory**) ███████████████

Jobpost ID # (**Mandatory**) ███████

Candidate Source

If an external recruiting agency was used for this candidate hire, the offer letter may not be released until the agency contract has been executed and a PO requested. Please review the External Recruiting Agency process and contact Legal directly for inquiries regarding these cases.

Recruiting Agency   Yes

    Company Name **MDSI, (201)986-1200 ext 207**

        Address **MDSI, (201)986-1200 ext 207**

   Contact Name **Tom**

  Phone Number **201)986-1200 ext 207**

          Fee **19k**

Management Information

Note: Choosing an employee by using the Userid LOV will fill in all necessary information.

Hiring Manager

          Userid ████████████████

          Name ████████████████

Employee ID number ████████████████

    Phone number ████████████████

3314

Subject: RE: ACTION REQ'D: New Hire Start Date: ▓▓▓
From: ▓▓▓
Date: Tue, 11 Sep 2007 12:45:01 -0400
To: "New Hires" <hrssc-new-hires_us@oracle.com>

▓▓▓ start date is ▓▓▓ He is not a rehire or a transfer.

Thanks.

ORACLE

Andrew Boehm | Region Manager | 513.826.6006
Oracle CRM

9987 Carver Road, Suite 250 | Cincinnati, OH 45242

From: New Hires [mailto:hrssc-new-hires_us@oracle.com]
Sent: Tuesday, September 11, 2007 12:21 PM
To: ▓▓▓@oracle.com; Cindy Wadzinski
Subject: ACTION REQ'D: New Hire Start Date: ▓▓▓

Manager,

We have received the acceptance paperwork for your new hire, ▓▓▓ received on the 10-Sep-07.
Please respond with his/her official Oracle start date, which must be 2 or more days from the date you respond, to allow for processing.

Please advise if this candidate is a rehire. If the candidate is an international transfer, please provide the original start date for vacation and vesting purposes, the international employee ID number and the country code. Please work with your HR rep if you have queries.

Thanks,
HRSSC

Oracle Applications - GSIAP

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People

Name

Last	███████
First	███████
Title	Mr
Prefix	
Suffix	
Middle	

Gender [Male ▾]   Action [▾]

Person Type for Action

Person Types

Ex-employee.Ex-applicant

Identification

[Employee ▾] ████████

Social Security ████████████

Personal	Employment	Office Details	Applicant	Further Name	Other	Benefits

Birth Date	████████	Age ███
Town of Birth		Status
Region of Birth		Nationality
Country of Birth		Registered Disabled

Effective Dates

From ████████   To _____   Latest Start Date _____ [Nc]

(Address)   (Assignment)   (Special Info)   (Others...)

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Name

Last	████
First	
Title	
Prefix	
Suffix	
Middle	

Gender: Male   Action:

Person Type for Action

Person Types

Ex-employee. Ex-applicant

Identification

Employee   ████

Social Security ████

Personal | Employment | Office Details | Applicant | Further Name | Other | Benefits

Ethnic Origin	White (Not Hispanic or Latino)
Ethnicity Disclosed	
VETS100	
☐ Child Support Obligation	
☐ Opted for Medicare	

I-9 Status	Yes
I-9 Expiration	
New Hire	Include in New Hire Rep
Exception Reason	
Vets 100A	

Effective Dates

From ████   To   Latest Start Date   [Nc]

Address   Assignment   Special Info   Others...

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Previous Employment Information

Previous Employer

Employer | Start Date |
Address   End Date |
Country   Years |
Type   Unknown   Months |
Sub Type   Days |
Description   Further Information

☐ All Assignments   [|]

Previous Job

Start Date	End Date	Job	Employee Category	Years	Months

Extra Information

Assignment - Previous Job Mappings

Assignment	Job	Start Date	End Date	Years	Months

Oracle Applications - GSIAP

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People

Schools and Colleges Attended

Full Time

School or College	Start Date	End Date		[ ]

From   To   Latest Start Date   [Nc]

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Assignment

Organization	SB60 - Central CRM East Services, ORCL
Job	3316.Applications Sales Representative III.S
Grade	███
Location	Minnesota Revenue

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

Assignment Number ███

Assignment Category Full Time - Regular

Collective Agreement

Employee Category

Salary Information Supervisor Probation & Notice Period Standard Conditions Statutory Information

Salary Basis Annual

Review Salary
Every

Review Performance
Every

Effective Dates
From ███   To   [Aṣ]

Salary   Entries   Others...

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Salary Administration

Previous Proposal		Grade Salary Limits	
Date	Salary Basis	Grade	■
Currency	Last Value	Currency	USD
Bases/Year	Annual Salary	Min Salary	■
Conversion Rate	Converted Salary	Max Salary	
		Comparatio	■

Salary Proposal

Change Date	■	Currency	USD
Change Value	■	New Value	■
Change %		Annual Salary	■
Reason	New Hire	☑ Approved	
Ranking		Next Review	
		Performance Review	

Salary Information

Salary Basis	Annual
Pay Basis	Annual Salary
Bases/Year	1

Proposal Components

Reason	Change Value	Change %	Approved	[ ]
			☐	
			☐	
			☐	[ ]

(Performance)

Oracle Applications - GSIAP

File   Edit   View   Folder   Tools   Window   Help

People

Performance

Interview

Type

Location

Date

Rating

Next Date   [   ]

Every

Oracle Applications - GSIAP   ORACLE

File Edit View Folder Tools Window Help

Salary History

Change Date	Review Date	Reason	Approved	Currency Code	Previous	Change	%	Actual	Rating	Ranking	Grade	Mid	Maximum	Comparatio	Minimum	Hourly	Payroll	Monthly	Annual
		New Hire	✓	USD															

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Assignment

Organization	SB60 - Central CRM East Services - ORCL
Job	3316.Applications Sales Representative III.S
Grade	
Location	Minnesota Revenue

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

Assignment Number

Assignment Category Full Time - Regular

Collective Agreement

Employee Category

Salary Information   **Supervisor**   Probation & Notice Period   Standard Conditions   Statutory Information

Name

Worker Number

Assignment Number

Effective Dates

From   To

Salary   Entries   Others...

From Date	To Date	Assignment	Contract	Employment Categ	Grade	Internal A	Job	Last Updated By	Last Update Date	Location	Manager	Normal t	Norm	Normal	Organization	Payroll	People Group
14-JUN-2008	16-FEB-2010			Full Time - Regular			3316.Applications Sales Representative III.SALES.SPECPROD.IC3	ANONYMOUS	22-DEC-2012 16:1	Minnesota Revenue	No	17:00	40	00:00	SB60 - Central CRI	Semi-Monthly	Oracle.No.Stan
17-SEP-2007	13-JUN-2008			Full Time - Regular			3316.Applications Sales Representative III.SALES.SPECPROD.IC3	ANONYMOUS	22-DEC-2012 21:04	Minnesota Revenue	No	17:00	40	00:00	SB60 - Central CRI	Semi-Monthly	Oracle.No.Stan
16-SEP-2007	16-SEP-2007			Full Time - Regular			3316.Applications Sales Representative III.SALES.SPECPROD.IC3	ANONYMOUS	22-DEC-2012 21:04	Minnesota Revenue	No	17:00	40	00:00	SB60 - Central CRI	Semi-Monthly	Oracle.No.Stan
06-SEP-2007	01-SEP-2007			Full Time - Regular			3316.Applications Sales Representative III.SALES.SPECPROD.IC3	ANONYMOUS	22-DEC-2012 16:05	Minnesota Revenue	No	17:00	40	00:00	SB60 - Central CRI	Semi-Monthly	Oracle.No.Stan

Location	Manager	Normal t	Norm	Normal	Organization	Payroll	People Group	Position	Primary	Probatic	Probat	Proba	Reason	Recruiter	Recru	Salary I	Special	Status	Statutory Informatic	Supervisor	Title	Vacancy	Working	Effective
Minnesota Revenue	No	17:00	40	00:00	SB60 - Central CRI	Semi-Monthly	Oracle.No.Standar		Yes				New Hire			Annual		Terminated	Payroll Oracle USA				Week	☑
Minnesota Revenue	No	17:00	40	00:00	SB60 - Central CRI	Semi-Monthly	Oracle.No.Standar		Yes				New Hire			Annual		Active Assignment	Payroll Oracle USA				Week	☐
Minnesota Revenue	No	17:00	40	00:00	SB60 - Central CRI	Semi-Monthly	Oracle.No.Standar		No							Annual		Accepted					Week	☐
Minnesota Revenue	No	17:00	40	00:00	SB60 - Central CRI	Semi-Monthly	Oracle.No.Standar		No							Annual		Offer Sent					Week	☐

Oracle Applications

File Edit View Folder Tools Window Help

ORACLE

Track History of Assignments

From Date	To Date	Assignment	Contract	Employment Categ	Grade	Internal A	Job	Last Updated By	Last Update Date	Location	Manager	Normal	Norma	Normal	Organization	Payroll	People Group
17-SEP-2007	13-JUN-2008			Full Time - Regular			3316 Applications Sales Representative III SALES.SPECPROD.IC3	ANONYMOUS	22-DEC-2012 21:0I	Minnesota Revenue	No	17:00	40	09:00	SB60 - Central CRf	Semi-Monthly	Oracle.No.Stan
10-SEP-2007	16-SEP-2007			Full Time - Regular			3316 Applications Sales Representative III SALES.SPECPROD.IC3	ANONYMOUS	22-DEC-2012 21:0I	Minnesota Revenue	No	17:00	40	09:00	SB60 - Central CRf	Semi-Monthly	Oracle.No.Stan
06-SEP-2007	09-SEP-2007			Full Time - Regular			3316 Applications Sales Representative III SALES.SPECPROD.IC3	ANONYMOUS	22-DEC-2012 18:0E	Minnesota Revenue	No	17:00	40	09:00	SB60 - Central CRf	Semi-Monthly	Oracle.No.Stan
05-SEP-2007	05-SEP-2007			Full Time - Regular			3316 Applications Sales Representative III SALES.SPECPROD.IC3	ANONYMOUS	22-DEC-2012 18:0E	Minnesota Revenue	No	17:00	40	09:00	SB60 - Central CRf	Semi-Monthly	Oracle.No.Stan
23-AUG-2007	04-SEP-2007			Full Time - Regular			3316 Applications Sales Representative III SALES.SPECPROD.IC3	ANONYMOUS	22-DEC-2012 14:3I	Minnesota Revenue	No	17:00	40	09:00	SB60 - Central CRf	Semi-Monthly	Oracle.No.Stan

Oracle Applications

File Edit View Folder Tools Window Help

ORACLE

Track History of Assignments

Location	Manager	Normal	Norma	Normal	Organization	Payroll	People Group	Position	Primary	Probate	Probat	Proba	Reason	Recruiter	Recrui	Salary E	Special	Status	Statutory Informatic	Supervisor	Title	Vacancy	Working	Effective
Minnesota Revenue	No	17:00	40	09:00	SB60 - Central CRf	Semi-Monthly	Oracle.No.Standar		Yes				New Hire			Annual		Active Assignment	Payroll Oracle USA				Week	
Minnesota Revenue	No	17:00	40	09:00	SB60 - Central CRf	Semi-Monthly	Oracle.No.Standar		No							Annual		Accepted					Week	
Minnesota Revenue	No	17:00	40	09:00	SB60 - Central CRf	Semi-Monthly	Oracle.No.Standar		No							Annual		Offer Sent					Week	
Minnesota Revenue	No	17:00	40	09:00	SB60 - Central CRf	Semi-Monthly	Oracle.No.Standar		No							Annual		Offer					Week	
Minnesota Revenue	No	17:00	40	09:00	SB60 - Central CRf	Semi-Monthly	Oracle.No.Standar		No							Annual		Active Application					Week	

Subject: ████████████ - Resignation Letter
From: Colleen Madigan <colleen.madigan@oracle.com>
Date: Thu, 05 Jun 2008 11:45:08 -0700
To: HRSSC-TERMS_US <hrssc-terms_us@oracle.com>
CC: Cindy Wadzinski <cindy.wadzinski@oracle.com>

HRSSC-Terms_US:
Please file for ████████ **- employee number** ████

Thanks,
Colleen Madigan
HR Manager

████████ wrote:

> Colleen,
>
> ████████ has decided to resign mainly for personal reasons. His last effective day will be next Friday ████
>
> Thanks,
>
> ORACLE
>
> ██████████████████████
>
> Oracle CRM
> 9987 Carver Road, Suite 250 | Cincinnati, OH 45242
>
> ---
>
> **From:** ████████ [mailto:████████@oracle.com]
> **Sent:** Wednesday, ████████ 10:28 AM
> **To:** ████████ (E-mail)
> **Subject:** notice
>
> ████
>
> I'm resigning my position. I appreciate the opportunity you gave me but It's not working out and I need to move on. Please let me know how you want me to handle account turn over and what to do with my Laptop.
>
> I will be back in Minneapolis late this afternoon and available this evening if you want to discuss. Talk to you soon.

--

ORACLE

Colleen Madigan | HR Manager
Oracle North America Sales
1211 SW 5th Avenue, Suite 800 | Portland, OR 97204

Office: 503.220.5188 | Mobile: 503.866.4144