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## Employment Agreement & Employment Benefits

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However, these benefits are pro-rated for Part Time, and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence. You will need to check with your local HR team for details.

### 1) Terms of Employment

#### **Remuneration Payment Advice**

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

#### **Work Hours**

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

#### **Travel and Transfers**

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

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In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

### **Visa**

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

### **Obligations to the Company**

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarize yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

### **Code of Ethics and Business Conduct**

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. 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 clicking the accept button this agreement, you agree to thoroughly review these policy communications and to abide by them.

**Confidentiality and Proprietary Information**

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorization from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing to export.

**Privacy and Personal Data Transfer**

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

**Cessation of Employment**

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- a) If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).

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- b) If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- c) If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination (Applicable only to Graduate hires).

### **Deductions**

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or moneys owed by you to the Company or the value of any unreturned Company property.

### **Job Assignments**

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

### **Retirement**

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

### **Jurisdiction**

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of India.

### **Joining Formalities**

You are requested to follow the formalities set out in this Employment Agreement and Employment Benefits to complete your joining formalities.

## **2) Flexible Benefits Plan (FBP)**

### **Vacation and Holidays**

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

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S/N	Benefits	Value (Per Annum)	Details
A	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws.
B	Meal Card	Up to INR 20,400 with denominations of Zero, INR 3,000 or INR 6,000 or INR 9,900 or INR 10,800 or INR 15,600 and INR 20,400.	The meal cards can be used in the Company's cafeteria for purchase of meals / snacks across various Oracle locations in India. Any unused amount in the meal card can be carried forward to the subsequent months, subject to any applicable validity period.
C	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
D	Employer contribution towards Superannuation Fund	This is an optional scheme. If opted by the employee and subject to FBP balance being available, the company contribution shall be at a rate of 5% or 10% or 15% of Basic, subject to a maximum of INR 150,000/- per annum.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
E	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available, employee can request company to contribute a minimum of INR 6,000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6,000 per annum. A new hire without an earlier active NPS account will have the FBP only in the month of April of the following year. For more details regarding the NPS, please refer to the following link. <a href="http://pfrda.org.in/">http://pfrda.org.in/</a>

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F	Special Allowance	Remaining FBP amount	FBP amount as per offer less the total amount distributed to benefits (A to E). This will be paid subject to Tax.
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Note:

- 1) It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
- 2) You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
- 3) The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

### 3) **Other Benefits**

#### **Provident Fund/Employee Pension Scheme**

You will be required to subscribe to the Provident Fund / Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund / scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to [http://www.epfindia.com/site\\_en/International\\_workers.php?id=sm3\\_index](http://www.epfindia.com/site_en/International_workers.php?id=sm3_index) for further details.

#### **Gratuity**

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

#### **House Rent Security Deposit**

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

**Medical Insurance**

All employees, their spouse and two dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

**Group Term Life Insurance**

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit, then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

**Group Personal Accident Insurance**

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

**4) Variable Pay**

Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.

If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

### 5) Joining Formalities

- 1) You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Work Location City	Induction Location – Address
Bangalore	Oracle India Pvt Ltd, Krishna Magnum Building, Survey No.165/3 and 165/4 Billekahalli Village, Begur Hobli, JP Nagar, Bengaluru South Taluk Bengaluru, Karnataka IN 560076. Land Mark: Near Dalmia Circle.
Hyderabad	Oracle India Pvt Ltd. Plot: 18 & 21, Survey: 64 (Part), Hitech City Layout, Madhapur, Ranga Reddy District, Hyderabad, Telangana - 500 081, India
Noida	Oracle India Pvt. Ltd, Building 3C, Plot 8, Sector 127, Express Highway, Noida, Uttar Pradesh IN 201301
Trivandrum	Oracle India Pvt Ltd , Carnival Technopark Phase-I , Level B-3 Techno Park Campus, Plot No.71 Kazhakuttom P.O ,Trivandrum KERALA 695581
Gandhinagar	Oracle India Pvt. Ltd, GIFT-ONE Building, 22nd& 28th Floor, Road 5C, Zone 5, Survey. 262/I-P, Ratanpur Village, Taluka & district : Gandhinagar -382355

- 2) At the time of your joining, you are required to submit a copy of the following testimonials:
- Educational Qualification
    - Graduation – degree certificate and/or marks cards of all years / semesters
    - Post-Graduation – degree certificate and/or marks cards of all years / semesters
  - Work Experience
    - Experience & relieving certificates or resignation acceptance letter of your current employer.
- 3) In addition, you are required to submit the following:
- 4 passport size photographs in color with white background
  - Copy of Work Permit (in the case of Expatriates)
  - Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
  - Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority to enrol you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.
- 4) The induction would be commencing at 9.30 am on your confirmed date of joining. However, you are requested to report at the venue latest by 9.15 am.



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- 5) Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

**Acknowledgement & Acceptance:**

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by accepting this document, I agree to be bound by all the terms, conditions set forth above with Oracle.

Signature: Tanmoy Kar

Date: 18th Aug 2020