



Oracle India Private Limited
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CIN: U74899DL1993PTC051764

Private & Confidential

29 April 2023

Sayeed Shaik

Dear Sayeed,

We are pleased to offer you employment in the position of Member Technical Staff with Oracle India Private Limited, IDC ("Oracle") Your base of operation is BENGALURU, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

Components	Amount (INR) p.a
A. Basic salary	762,097.00
B. Flexible Benefit Plan (FBP) **	931,451.00
C. Annual Gross Pay AGP (A+B)	1,693,548.00
D. Company's contribution to PF	91,452.00
Total Gross (C+D)	1,785,000.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "*Employment Agreement & Employment Benefits*"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 309,525.16** toward relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to

allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

In addition, you will be eligible for a INR 600,000.00 sign-on bonus, which will be paid to you in the first payroll period after your start date. You must be an active employee for twenty four months following your start date to earn and retain this sign-on bonus. You agree to immediately return the INR 600,000.00 Sign-on Bonus if you voluntarily terminate your employment with Oracle or if your employment is terminated by Oracle for misconduct within twenty four months of your start date.

Oracle reserves the right to recover the Sign-On Bonus already paid to you from final pay, commissions and/or bonuses, in accordance with local laws.

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Sanjeev Cherian (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle India Private Limited, IDC**



Srihari Beldona
Group Vice President - Human Resources

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.



ORACLE

The future starts now

Restricted Stock Grant Addendum

29 April 2023

Dear Sayeed,

After you begin employment with Oracle, a request for approval will be submitted to the Board of Directors of Oracle Corporation submitted to grant you restricted stock units (RSUs) of Oracle Corporation common stock pursuant to the Oracle Corporation 2020 Equity Incentive Plan (the "Plan"), the number of which shall be calculated as follows:

\$48,000.00 USD divided by the closing sale price of one share of Oracle Corporation common stock as reported on the New York Stock Exchange on the RSU grant date, rounded up to the nearest whole share.

If approved, any RSU award will be issued according to the Plan under a written agreement and will be subject to qualification under all applicable securities regulations. As long as you remain continuously and actively employed by Oracle or its affiliates, you will receive 25% of the RSU shares per year, beginning one year after the RSU grant date. Please note that there is no guarantee that the value of the shares you receive if and when the RSU shares vest will be equal to \$48,000.00 USD, as the future value of Oracle's common stock is unknown, indeterminable, and may fluctuate between the date of this letter and the grant date, and between the grant date and the applicable vesting dates.

By accepting this offer, you agree to abide by the terms of the written RSU agreement and comply with Oracle Corporation's Insider Trading Policy. We recommend that you consult your personal tax advisor at your own expense regarding the tax implications of your participation in the Plan or if you have tax questions regarding your RSUs.

Oracle grants RSUs on the 5th day of the calendar month following the month of the grant approval or the month of your start date, whichever occurs later. You will be notified once your grant is available to view and accept, typically towards the end of the grant month.

Your participation in the Plan is entirely voluntary and the benefits that are afforded under the Plan do not form an employment contract with Oracle Corporation or its affiliates. The RSUs acquired under the Plan are not part of your salary or other remuneration for any purposes, including, in the event your employment is terminated (for any reason whatsoever), for purposes of computing payment during any notice period, payment in lieu of notice, severance pay, other termination compensation or any similar payments.