



ORACLE SUPPLIER CODE OF ETHICS AND BUSINESS CONDUCT

I. COMPLIANCE WITH LAWS AND REGULATIONS

1. General

This Code is applicable to you as an Oracle Supplier, and to your employees, temporary employees, and independent contractors (either "Supplier" or "you") throughout the world. Oracle Corporation and its subsidiaries ("Oracle" or "we") require Suppliers to conduct their business dealings with Oracle in accordance with this Code and in compliance with all laws applicable to your business, wherever conducted. You agree to abide by the terms of this Code, and acknowledge that compliance with this Code is required to maintain your status as an Oracle Supplier. Local laws may in some instances be less restrictive than the principles set forth in this Code. In those situations, Suppliers are expected to comply with the Code, even if the conduct would otherwise be legal under applicable laws. If local laws are more restrictive than the Code, Suppliers are expected to, at a minimum, comply with applicable local laws.

2. Business Practices

2.1 Antitrust And Competition Laws

Many countries have laws and regulations, usually referred to as antitrust or competition laws, that prohibit unlawful restraint of trade. These laws are designed to protect consumers and competitors against unfair business practices and to promote and protect healthy competition. Oracle is committed to observing the applicable antitrust or competition laws of all nations or organizations. Oracle expects Suppliers to comply with all applicable antitrust or competition laws. Antitrust or competition laws vary from country to country, but generally, such laws prohibit agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably reduce competition without providing beneficial effects to consumers. Such agreements or actions are against the policy of Oracle.

2.2 No Illegal Payments Or Economic Boycotts

Suppliers shall not make or offer bribes, kickbacks, or payments of money or anything of value to anyone, including officials, employees, or representatives of any government or public or international organization, or to any other third party for the purpose of obtaining or retaining business related in any way to Oracle. This includes giving money or anything of value to any one where there is reason to believe that it will be passed on to a government official for this purpose. Suppliers are required to comply with the U.S. Foreign Corrupt Practices Act and all applicable local anti-bribery laws.

Suppliers should not participate in, or provide information that could be construed to further, any economic or other type of boycott not sanctioned by the United States government and applicable local laws.

2.3 Compliance With Export Laws

United States Export Control Laws govern all exports of commodities and technical data from the United States, including items that are hand-carried as samples or demonstration units in luggage and written or oral disclosure of technical data. Oracle requires Suppliers to comply fully with these laws. Failure to comply could result in the loss or restriction of export privileges. Local export laws may also apply to shipments to or from the country in which Suppliers operate.

II. COMPLIANCE WITH SECURITIES AND INSIDER TRADING LAWS

Suppliers are expected to comply with applicable insider trading and securities laws governing transactions in the securities of Oracle. Securities include common stocks, bonds, options, futures, and other financial instruments.

Suppliers that possess or have access to material, non-public information gained through their work with Oracle may not use that information to trade in Oracle securities or the securities of another company to which the information pertains. Employees of such Suppliers may not engage in any other action to take



advantage of, or pass on to others, material information gained through work with Oracle until a reasonable time after full public disclosure has occurred. These restrictions also apply to family members, friends, and associates. Material information includes any information that a reasonable investor would consider important in a decision to buy, hold, or sell securities. Such information may include financial and key business data; merger, acquisition, or divestiture discussions; award or information related to cancellation of a major contract; changes in key management; forecasts of unanticipated financial results; significant litigation; and gain or loss of a substantial customer or supplier.

III. GENERAL CONTRACTING ISSUES

1. General

Oracle expects Suppliers to compete fairly and ethically for all business opportunities. Suppliers' employees involved in the sale or licensing of products and services and the negotiation of agreements and contracts to Oracle must ensure that all statements, communications, and representations to Oracle are accurate and truthful.

IV. INTELLECTUAL PROPERTY

Suppliers are expected to protect Oracle's intellectual property rights. An important element of such protection is maintaining the confidentiality of Oracle's trade secrets and other proprietary information. Suppliers are expected to respect the intellectual property of Oracle and not reproduce copyrighted software, documentation, or other materials without permission.

Suppliers are expected to safeguard confidential information by not transferring, publishing, using or disclosing it other than as necessary in the ordinary course of business or as directed or authorized. Suppliers should observe applicable data privacy standards. Materials that contain confidential information or which are protected by privacy standards should be stored securely and should be shared only internally with those employees with a "need to know". For example, Oracle confidential information may include, but is not limited to, software and other inventions or developments (regardless of the stage of development) developed or licensed by or for Oracle, marketing and sales plans, competitive analyses, product development plans, pricing, potential contracts or acquisitions, business and financial plans or forecasts, and prospect, customer and employee information. However, the terms of any confidentiality provision in the agreement between Supplier and Oracle will govern confidentiality terms between the parties.

V. BUSINESS CONDUCT POLICIES

1. Financial Integrity And Financial Records And Accounting

Accurate and reliable financial and business records are of critical importance in meeting Oracle's financial, legal, and business obligations. Suppliers should not have any false or inaccurate entries in the accounting books or records related to Oracle for any reason. Suppliers business records must be retained in accordance with record retention policies and all applicable laws and regulations. . We expect that Suppliers will comply with this policy, and with all applicable laws and regulations

2. Business Courtesies That May Be Extended

Suppliers should use discretion and care to ensure that expenditures on Oracle are in the ordinary and proper course of business and could not reasonably be construed as bribes or improper inducement. In any case, business courtesies offered cannot be construed as intended to influence the judgment of the recipient so as to secure unfair preferential treatment. A general guideline for evaluating whether a business courtesy is appropriate, is whether public disclosure would be embarrassing to Supplier or Oracle.

3. Business Courtesies That May Be Received

Suppliers should ensure that acceptance of any business courtesies, gifts or entertainment is proper and could not reasonably be construed as an attempt by the offering party to secure favorable treatment.

Oracle employees generally may accept unsolicited gifts or other business courtesies from actual or potential Suppliers or other business partners provided they are not of material value and are not given



with the purpose of influencing one's judgment. Oracle employees may not receive any payments, referral fees, finder's fees, or perquisites. Oracle employees may accept occasional meals, refreshments, or other entertainment appropriate to the circumstances in connection with normal business discussions, unless they are offered solely to influence the Oracle employee's business decision.

4. Conflicts Of Interest

The term "conflict of interest" describes any circumstance that could cast doubt on the Supplier's ability to act with total objectivity with regard to the supply of products and services to Oracle. Oracle wants its Supplier's services to come easily and free from any conflicting interests. If Suppliers feel there exists a conflict of interest with Oracle or any of its employees, whether, actual or potential, all pertinent details should be reported to Oracle. Specifically, you should report any situations where you are aware that a current Officer, Director, or employee of Supplier is a current Officer, Director, or employee of Oracle.

5. Business And Employment Relationships

Oracle affirms the principle of equal employment and business opportunities without regard to race, religion, national origin, gender, age, physical disability, pregnancy, marital status, or sexual orientation. Oracle policy prohibits harassment in any form, and we require Suppliers to provide a work environment free from harassment. We require that Suppliers practice and promote policies in all locations, consistent with Oracle policies and local laws.

VI. FOLLOW-THROUGH

Suppliers are required to report to Oracle any conduct believed in good faith to be an actual, apparent, or potential violation of this Code. Prompt reporting of violations is in the best interest of everyone. Reports will be handled as confidentially as possible. Suppliers should report violations of this Code, as well as any inappropriate behavior or activities by Oracle or an Oracle employee to the Supplier Code of Ethics and Business Conduct Helpline Number: 1.800.679.7417. Oracle employees are required to comply with the Oracle Employee Code of Conduct and Business Ethics that requires Oracle employees to treat Suppliers with fairness, competency, and honesty. The selection of Suppliers is based on quality, price, services offered and integrity. Oracle holds its employees to high ethical standards and requires them to avoid engaging in any activity that involves even the appearance of impropriety or conflict of interest.

VII. COMPLIANCE

The Supplier Code of Ethics and Business Conduct places Oracle and its Suppliers in the forefront, with those corporations throughout the world that emphasize the importance of quality business conduct and solid business ethics. Our standards can only be met with our Suppliers' cooperation. We trust that our Suppliers will recognize the benefits in adhering to the standards of this Code. Through your efforts, the Code of Supplier Ethics and Business Conduct will set the standard for others to follow.