

May 28, 2021

All-Circo, Inc.  
John Kelly  
670 N. Clark Street, 4th Floor  
Chicago, IL 60654

**Re: Engagement Letter – Government Procurement Consulting Services**

Dear Mr. Kelly:

This Engagement Letter ("Agreement") will confirm that Oracle America, Inc. ("Oracle") has retained you and your firm ("you") for the purpose of providing consulting services for the project(s) specified in Attachment A. We look forward to working with you.

The following sets forth Oracle's requirements concerning your services to Oracle. A copy of this Agreement should be distributed to each member of your team assigned to this matter. Only the individuals listed in Attachment A are authorized to represent Oracle under this Agreement. Any changes to that list must be effected through a formal amendment to this Agreement approved by Oracle. **Please read this carefully as you and each member of your team is required to abide by all of these terms.**

1. **Public Ethics Compliance and Disclosure.** Oracle requires its consultants to comply with all applicable procurement, lobbying, anti-corruption, conflict of interest, and political contribution statutes, laws, ordinances, regulations, rules and executive orders, including lobbyist registration and disclosure requirements, and to avoid any appearance of impropriety. You understand and agree that your failure to comply with such laws, and with the specific provisions of this section, may result in Oracle's immediate termination of this Agreement in accordance with Section 10.

a. **Lobby Activity.** Regulatory standards for lobbying vary greatly from jurisdiction to jurisdiction and are, in many cases, subject to interpretation and circumstance. You shall not register as a lobbyist on behalf of Oracle in any jurisdiction without the prior approval of Oracle Compliance & Ethics ([nacomplianceprogram-appr\\_ww@oracle.com](mailto:nacomplianceprogram-appr_ww@oracle.com)). You must obtain written pre-approval from Oracle Compliance & Ethics prior to undertaking any of the activities in your Statement of Work that may trigger lobbying compliance requirements on the part of Oracle or its employees. Any activity for Oracle that involves elected officials or their staffs, any legislative body, or any legislation or public policy, must have the express prior written approval of Oracle Government Affairs and Compliance & Ethics. Public policy statements, positions or advocacy activities may only be done with the advance written approval of Oracle Government Affairs.

b. **Lobby Disclosure.** You shall be responsible for responding promptly to all requests for questionnaires and other requests from Oracle or its outside counsel. You shall, if requested, promptly provide Oracle with copies of any documents, to include public filing disclosures for any of your or your firm's activities for or through Oracle, to include activities funded or reimbursed by Oracle. All lobbyist registration, authorization and/or reporting documents for Oracle as a legal entity will be handled by Oracle Compliance & Ethics; you shall not provide guidance on or facilitate the filing of any such documents by other Oracle employees.

c. **Political, Charitable and Sponsorship Activity.** You understand that it is Oracle's policy that its consultants and employees are strictly prohibited from discussing political, charitable or sponsorship activities in the context of any sales, procurement or other contractual relationship between Oracle and a government entity, or between an Oracle reseller and a government entity, and you agree to abide by this policy. Oracle will not

reimburse you for any political, charitable or sponsorship contributions in any jurisdiction. Any proposed political, charitable or sponsorship activity involving Oracle or its employees, including campaign contributions, attendance at campaign or fundraising events, or requests by public employees or officials for charitable or sponsorship donations, shall be immediately referred to Oracle Compliance & Ethics.

**d. *Anti-Bribery.*** Oracle requires that you comply with all applicable laws, including the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, and all applicable international anti-corruption laws. By signing this Agreement, you acknowledge and agree that neither you nor your owners, directors, officers, employees or agents have or will make, offer, or promise to pay money or provide anything of value (including any meals, gifts, travel, informational items and gratuities), directly or indirectly, to any government or public international organization official, political party, candidate for political office, or employee of a private or commercial entity for the purpose of obtaining or retaining business, or securing any improper advantage, or to any person or entity if such payment would violate the laws of the country in which it is made or the laws of the United States. You shall notify Oracle Compliance & Ethics immediately upon any inquiry by any government official, media representative, or other third party, regarding your actions or proposed actions as related to any gift giving and cooperate with any inquiry or resulting investigation as requested by Oracle. You will also indemnify and hold Oracle Corporation, its subsidiaries, parents and affiliates harmless from any claims, losses or liabilities resulting from a breach of any of your obligations under this section. Your obligations under this section shall survive the termination or expiration of this Agreement.

**e. *US Export Laws.*** Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and services that Oracle provides. You agree to comply with all such applicable export laws and regulations (including “deemed export” and “deemed re-export” regulations) applicable to your engagement under this Agreement. You agree that no data, information, program and/or materials, services or direct product thereof will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You further agree that you will not participate in or support, directly or indirectly, any economic boycott not sanctioned by the United States Government.

**f. *Current and Former Government Officials and Employees.*** If you or your firm employs current or former government officials or employees, whether elected or appointed, or the immediate family members of such officials or employees, Oracle requires that you submit for Oracle’s approval the names and Background Surveys (pursuant to subsection 1.g) of such individuals prior to any such individual’s performance of any work on behalf of Oracle, and that you ensure that such individuals comply with all applicable ethics laws and regulations, including “revolving door” prohibitions or restrictions on working on particular matters or representing Oracle before government agencies or entities.

**g. *Background Survey and Background Check.*** You represent that, prior to entering into this Agreement, all of your personnel working on this matter responded accurately, and in full, to the background survey provided by Oracle. You shall provide Oracle with updates if conditions or circumstances arise during the term of this engagement that change any of the answers provided in the survey(s). You shall not permit any additional personnel to perform services for Oracle unless a background survey has been submitted for Oracle’s review and you have received Oracle’s approval to amend the Statement of Work in Attachment A to add any such individual(s). You agree to timely cooperate with Oracle regarding any follow-up questions or issues Oracle may have that arise from any of the background surveys. Oracle reserves the right to place



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restrictions on the activities of any consultant in order to avoid impropriety or the appearance of impropriety, and you agree to abide by any such restrictions. Oracle will make no payment nor authorize any consulting or lobbying activities until each person performing services under this Agreement completes the survey and responds fully to any follow up questions or issues. You also agree that Oracle may, in its discretion and as legally allowed, conduct a background check on you and/or your firm.

h. **Federal Procurement Statutes.** You and your firm represent and warrant that you and the firm's officers, agents and employees will comply with all federal government procurement laws and regulations applicable to the services to be provided by you and your firm under this Agreement. Such laws and regulations shall include, but not be limited to, those pertaining to conflicts of interest, the covenant against contingent fees, revolving door policy (18 USC § 207), procurement integrity (41 USC § 2102), and the seeking of unlawful advantage in a federal government procurement.

i. **State and Local Procurement Statutes.** You and your firm represent and warrant that you and the firm's officers, agents and employees will comply with all state and/or local government procurement laws and regulations applicable to the services to be provided by you and your firm under this Agreement.

j. As an Oracle supplier, you are required to review and comply with Oracle's Supplier Code of Ethics and Business Conduct, which can be found at <http://www.oracle.com/corporate/supplier/index.html>.

2. **Payment.** Payment terms are contained in Attachment A. All services shall be invoiced monthly in arrears and payment shall be due 45 days after receipt of a correct invoice, but no earlier than when such invoices are due. Oracle shall have no obligation to pay you or your firm for any work performed prior to the execution of this Agreement or for any work performed by individuals not listed in Attachment A. Oracle shall have no obligation to pay you or your firm for any services or expenses until Oracle has issued a Purchase Order under this Agreement. Issuance of a Purchase Order requires a fully executed copy of this Agreement, a completed Background Survey(s) and any documentation that may be required by Oracle or our outside purchasing compliance vendor to certify your organization's status. Oracle will not pay any fee(s) for lobbyist registration unless (a) the jurisdiction(s) listed in Attachment A require you to register and pay for each client represented, or (b) Oracle is your sole client in that jurisdiction. You acknowledge that failure to comply with the terms of this section may cause delay in payment at no fault of Oracle.

### 2.1 Invoice Dispute Resolution

Payment by Oracle to you shall not limit Oracle's right to dispute an invoice. In the event Oracle determines you have invoiced Oracle incorrectly, Oracle shall notify you of such disputed billing and you shall, upon confirmation of any error, immediately submit a credit memo to Oracle, referencing the applicable Oracle purchase order number and description, for the entire disputed amount. Oracle may offset the amount of the dispute against Oracle's next payment to you if Oracle does not receive a credit memo from you within forty-five (45) days from mutual confirmation of such error. Should a dispute arise between you and Oracle over the amount due under any particular invoice, each party will appoint a representative to resolve the dispute regarding such amount. Oracle and you agree that Oracle and you each shall not terminate this dispute resolution procedure until discussions have been elevated to the Contact Person of both Oracle and you, and either of the representatives concludes, after a good faith attempt to resolve the dispute, that no mutually agreeable resolution is forthcoming.



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## 2.2 Records and Audit of Records

You shall keep and maintain appropriate records reflecting hours worked and costs and expenses incurred in connection with your performance of services under this Agreement. At Oracle's written request, you, within fifteen (15) days of Oracle's written request will make available to Oracle, sufficient access to your books and records in support of any invoice(s) issued by you pertaining to services provided under a Statement of Work, provided that: (i) you shall have an obligation under this Section 2.2 to provide Oracle only those records that are related to the specific services for which you issued the invoices in question, and (ii) such examination and audit shall take place during your regular business hours and will not unreasonably interfere with the your business operations.

3. **Contact Person.** The Oracle Senior Vice President or his/her designee specified as the Business Contact Person in Attachment A (the "Business Contact") will be your primary business point of contact with Oracle. This person should be consulted in advance concerning all strategic and other significant decisions, including decisions to add individuals to Attachment A, and should be copied on all correspondence in this matter. Any billing matters or compliance issues shall be raised to the appropriate Invoice Contact or Compliance & Ethics Contact as listed in Attachment A. If you feel that you need to contact anyone else at Oracle not mentioned herein, that contact must be made through the Business Contact.

4. **Status Reports.** You shall promptly advise Oracle of any significant developments in the matter(s) listed in Attachment A, as well as of any issues that arise regarding conflicts with any of Oracle's policies referenced herein or with Oracle's business interests.

5. **Confidentiality.** You agree to treat all Confidential Information of Oracle in accordance with this section, both during and after the term of this Agreement. "Confidential Information" means all information and material to which you or your firm have access in connection with the services provided hereunder including, but not limited to, (a) all financial, marketing, customer data and other business information, (b) any material or information that is either marked as confidential or is disclosed under such circumstances that one would reasonably expect it to be confidential, and (c) this Agreement. You agree to use the Confidential Information received solely for the purposes of providing services to Oracle for the matter(s) listed in Attachment A. You will not duplicate any Confidential Information unless and to the extent that such duplication is necessary to provide services under this Agreement. You shall not disclose or make Confidential Information available to any third party, except as specifically authorized by Oracle in writing. All Confidential Information furnished to you shall remain solely the property of Oracle. You further agree that all Confidential Information and any other information received from Oracle, including all copies in any form, shall be returned to Oracle upon completion or termination of the services under this Agreement.

6. **Work Performance.** You agree that you or your employee designees listed in Attachment A will personally perform all substantive work on this matter and the services performed will remain within the written scope of the Statement of Work. If you believe it is necessary for any other individual employed by your firm to provide services on this matter, you may assign other individuals only if you (a) give Oracle written notice of such addition or replacement as soon as you know it will be necessary or ten (10) days prior to such replacement, whichever is earlier, (b) in the event of a personnel replacement, replace an individual listed in Attachment A with someone having the skills and other attributes necessary to perform the services, equal to or greater than the individual being replaced and (c) obtain the prior written approval of both the Oracle Business Contact and Oracle Compliance & Ethics. The individual(s) must complete and submit the Background Survey pursuant to Section 1(g), and agree to adhere to any restrictions that Oracle may impose on him/her, prior to performing any services



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for Oracle. You agree not to subcontract any work on this project to any third party or otherwise engage any other independent contractor or consultant without the advance written approval of both the Business Contact and Oracle Compliance & Ethics. This approval will be contingent on, at minimum, the third party submitting a Background Survey and agreeing to comply with the terms of this Agreement.

7. **Media Inquiries.** Any media inquiries concerning this matter shall be referred to the Business Contact or to Oracle's Public Relations department. You are not authorized to speak to the press regarding your representation of Oracle. Unless required by law, you shall not disclose this Agreement, or Oracle's retention of you or your firm, to any third party without the specific prior written approval of Oracle. You shall, if permitted by law, promptly provide Oracle prior notice of any such legally required disclosure.

8. **Marketing.** You and/or your firm shall obtain the written consent of the Business Contact and Oracle Compliance & Ethics before using Oracle's name in any of your firm's marketing presentations or written marketing materials. Oracle retains all rights, including the right to require you or your firm to stop using Oracle's name in marketing presentations or materials.

9. **Conflicts of Interest.** You and/or your firm represent that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement. You and/or your firm represent that your performance under this Agreement does not breach any of your agreements with, or obligations to, another party, to include any agreement or obligation to keep in confidence the proprietary information of that party.

You will not bring to Oracle or use in the performance of your duties under this Agreement any materials or documents of another party considered confidential or proprietary unless you have obtained written authorization from such party, and the informed consent of Oracle, for the possession and use of such materials. Additionally, if you or your firm provides consulting services to any federal government agency or entity, you represent and warrant that such consulting services do not consist of any of the activities that could cause a potential or actual organizational conflict of interest for Oracle under Federal Acquisition Regulation (FAR) Subpart 9.5.

Unless authorized by a separate contract with Oracle, you and your firm are not authorized to engage in legal representation of Oracle, including contract negotiations, or provide any advice on these matters or any other legal matter or otherwise engage government legal counsel. You may not communicate with any of Oracle's government customers on procurement legal issues, contract formation issues, RFP and contract terms and conditions, license compliance, or bid protest matters.

Any instances of potential or actual conflicts of interest shall be brought to the attention of the Business Contact and Oracle Compliance & Ethics immediately upon discovery of the potential or actual conflict. If, while representing Oracle, you or your firm contemplates undertaking the representation of an organization or company that will require you or your firm to advocate for a position that conflicts with Oracle's position on the subject matter for which Oracle has engaged you, you must notify Oracle Compliance & Ethics as Oracle considers that a potential conflict of interest. Conflicts will be evaluated by Oracle on a case-by-case basis; only Oracle Compliance & Ethics can waive a conflict.



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10. **Termination.** Oracle may terminate this Agreement and/or Attachment A at any time, with or without cause, by providing you or your firm with written notice. Termination is effective immediately unless otherwise specified in the termination notice. Termination shall not relieve Oracle of its obligation to pay any fees that have accrued for services performed as of the effective date of such termination. You must terminate all lobbyist registrations as of the effective date of the contract termination.

Your violation of any federal, state or local law or regulation during the term of this Agreement shall constitute a material breach of this Agreement. If you are accused of any such violation in connection with performance of services under this Agreement, all payments subsequent to such accusation shall be placed in escrow pending the resolution of such accusation. If you are found in official violation of, convicted of, admit to, or plead "no contest" to any such violation, you shall forfeit all payments related to the violation and all payments earned subsequent to the violation.

11. **Indemnification.** You and your firm shall defend, indemnify and hold harmless Oracle, its officers, directors, employees and clients from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) incurred by Oracle: (a) as a result of you or your firm's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law or regulation; and (b) in connection with any property damage, personal injury or death which results from the services.

Oracle shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Oracle is a defendant or target, such approval not to be unreasonably withheld. You and your firm agree that Oracle shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Oracle, and that such matters will not be settled without Oracle's prior written consent, which consent shall not be unreasonably withheld. If, in Oracle's reasonable judgment, a conflict exists in the interests of Oracle and your firm in such demand, suit, investigation or cause of action, Oracle may retain its own counsel whose reasonable fees shall be paid by your firm.

12. **Assignment.** Your firm may not assign or otherwise transfer any of its rights or obligations under this Agreement, by operation of law or otherwise, without Oracle's prior written consent.

13. **Governing Law and Jurisdiction.** This Agreement is made and entered into by the parties in the State of California and shall be construed according to the substantive and procedural laws of that state, without application of conflict of law principles. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in San Francisco or Santa Clara County, California. You, your firm and Oracle agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.

14. **Severability.** If any provision(s) of this Agreement is determined to be invalid, illegal or unenforceable, such provision(s) shall be enforced to the maximum extent permissible, and the validity, legality and enforceability of the remaining provisions shall continue in full force and effect to the extent the parties' intent, as reflected in this Agreement, remains substantially unimpaired.



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15. **Entire Agreement, Survival.** This Agreement, including Attachments A and B, contains the entire Agreement between the parties related to this subject matter and no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. This Agreement supersedes any prior agreements or understandings between the parties hereto. The obligations set forth in Sections 1(b), 1(d), 1(e), 5, 8, 11, 12, 13 and 15 shall survive any expiration or termination of this Agreement.

Oracle's objective in retaining you and your firm is to obtain the highest quality representation in a cost effective manner. We expect you to work with us in accomplishing this objective. We also expect you and your firm to aggressively represent the interests of Oracle in a manner consistent with ethical standards and Oracle's corporate policies.

Please call me if you have any questions about the terms of this engagement. Once again, I look forward to working with you.

Very truly yours,

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Rob Schilling  
Senior Vice President  
Oracle North America ERP Sales

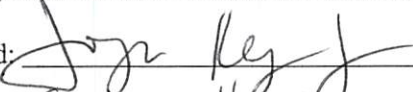
We agree to the above terms and conditions of our retention.

Signed:

Name:

Firm:

Date:

  
John J. Kelly, Jr.  
All-Circo, Inc.  
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## ATTACHMENT A

### Statement of Work

This Statement of Work is issued under and subject to all of the terms and conditions of the Engagement Letter -- Government Procurement Consulting Services dated 5/28/2021 by and between Oracle America, Inc. ("Oracle") and All-Circo, Inc. ("you"). Changes to this Statement of Work, including additional services or the provision of services to any other line of business at Oracle not named in the scope of services herein, must only be done by a mutually agreed written Amendment hereto.

**Services:** All-Circo, Inc. will provide guidance as to an Oracle License (SaaS) and Consulting sales strategy for the City of Chicago and its sister agencies including but not limited to Chicago Public Schools, Chicago Parks and Chicago Transit Authority as well as the State of Illinois. All-Circo will assist in setting up meetings with appropriate business, technology and procurement decision makers, as legally allowed and if pre-approved as required under Section 1a of the Engagement Letter, to deliver our sales message.

Consultants will also:

Participate in periodic strategy sessions with Oracle License, Consulting and CX sales teams to provide focus and guidance on opportunities and overall relationships. These strategy sessions will take place monthly.

Keep Oracle's License and Consulting sales teams informed of any legislation and other matters at the City or County that could impact doing business with the City of Chicago, Chicago Public Schools and other state and local agencies. Public policy statements, positions or advocacy activities may only be done with the advance approval of Oracle Government Affairs.

Initial focus will be on developing a strategy for the ERP & HCM Opportunity at the City of Chicago. Consultants will assist to develop key win themes to appropriate executive, business, procurement and IT contacts involved with the project for both Oracle's License and Consulting lines of business. Additional focus will be supporting opportunities for both Oracle's License and Consulting groups at Chicago Public School and other varies state and local agencies.

To avoid any conflicts of interest or the appearance of conflict, Consultant(s) will not provide services on any Oracle matter involving the firm's state or local government clients, including Cook County and the Illinois Merit Board.

For Oracle Government Affairs only, consultant(s) will assist in generating grasstop support for certain Federal legislation into key Congressional offices, as directed by Oracle Government Affairs. Consultant(s) will not make direct contact with any Member or employee of Congress on behalf of Oracle. Contact with any other government employees or officials at any level on any grasstops effort for Oracle must be pre-approved by both Oracle Government Affairs and Oracle Political Compliance.

You and the members of your firm are not authorized to engage in legal representation of Oracle, including contract negotiations, or provide any advice on these matters or any other legal matter or otherwise engage government legal counsel. Procurement legal issues, contract formation issues, RFP and contract terms and conditions, license compliance, and bid protest matters (and all discussions with government customer(s) arising or related to those matters) and communications with government legal counsel will be handled directly by Oracle Legal.

(intentionally blank)

Consultants: John Kelly

Period: 6/1/2021 - 5/31/2022

Fees: You will be paid \$ 6,000/month for your services in this matter covering the period from 6/1/2021 to 5/31/2022 ; provided, however, that in no event shall the total of all monthly fees exceed \$ 72,000 . It is Oracle's policy that no expenses except registrations as outlined in Section 2, and travel and lodging directly related to services provided, will be reimbursed, without mark up. All expenses must be pre-approved by Rob Schilling . All travel related expenses must adhere to Oracle's Supplier Travel Guidelines, attached hereto as Attachment B. Expenses for this matter will not exceed \$ 0. The total of all monthly fees and pre-approved expenses will not exceed \$ 72,000.

Invoices: All invoices should be uploaded into the Oracle Supplier Portal. Invoices must clearly reference the Purchase Order number and indicate, as applicable, what portion of the fees and expenses are for lobbying purposes and/or not deductible for corporate tax purposes.

Oracle Business Contact(s): Jim Kallio, Larry Hymson, Michael Harrison

Oracle Compliance & Ethics Contact: Martha Schloming, Legal Counsel, [Martha.schloming@oracle.com](mailto:Martha.schloming@oracle.com); 781-565-1545

Oracle Government Affairs Contacts:

FEDERAL - Joel Hinzman, Director of Government Affairs, [joel.hinzman@oracle.com](mailto:joel.hinzman@oracle.com); 202-721-4804

STATE/LOCAL - Merissa Khachigian, Director of Government Affairs, [merissa.khachigian@oracle.com](mailto:merissa.khachigian@oracle.com); 650-506-1077

## ATTACHMENT B

### Supplier Travel and Expense Guidelines

All suppliers of Oracle are expected to follow Oracle's Travel and Expense guidelines to include the intent and spirit of the guidelines when definitive rules are not imposed. Suppliers can in effect be representing Oracle when working on Oracle projects and as such are expected to act accordingly in the best interest of Oracle.

All business related expenses submitted for reimbursement by Oracle must stand the test of reasonableness and are subject to approval and non-reimbursement if deemed excessive by Oracle. When in doubt obtain approval in advance from your hiring Oracle management.

#### TRAVEL ARRANGEMENTS

##### ❖ Carlson Wagonlit Travel

Oracle's preference is that suppliers use Carlson Wagonlit Travel (CWT) to seek the lowest reasonable fares and/or rates. A signed Confidentiality/Risk waiver is required when using CWT.

CWT contact phone numbers as follows:

|                                                       |                             |                                  |
|-------------------------------------------------------|-----------------------------|----------------------------------|
| Domestic & International Service -<br>or 602.282.7042 | Monday - Friday 6am-6pm PST | 800.624.3656                     |
| 24 hour Emergency Service:<br>or 602.282.7042         | Within the U.S.:            | 800.624.3656                     |
|                                                       | Outside the U.S.:           | CWT EMEA +44 (0)<br>208 757 9000 |

##### ❖ Airfare

Suppliers must fly economy class for all travel and accept the lowest logical unrestricted airfare. Oracle will reimburse up to the lowest logical economy fare based on Oracle's discount fairing agreements, if any other class of service is utilized. Suppliers are encouraged to book a minimum of seven days in advance and to consider connections or alternative airports whenever possible, if there is a cost saving to Oracle. Suppliers may use their own mileage to upgrade however; suppliers may not request a higher class of service in order to qualify for an upgrade. Oracle expects Supplier to make choices based on the best rate possible, not on frequent flyer mileage offerings.

##### ❖ Hotels

Oracle expects suppliers to stay at Oracle Preferred Hotels whenever possible (ask your Oracle Representative for recommendations). Please ask for the Oracle rate when booking your rooms. Oracle expects suppliers to make choices based on the best rate, not on supplier incentive offerings. Hotel **"NO SHOW" CHARGES ARE NOT REIMBURSABLE** unless justified and approved by two levels of Oracle management. Email approval must be printed and attached to the receipt in order for NO SHOW charges to be reimbursed.

##### ❖ Car Rental

Use rental cars only if other ground transportation does not meet business requirements. Suppliers are expected to reserve the most economical car size to safely accommodate the number of expected passengers. Oracle does not reimburse for luxury or sports car rentals, nor provide any insurance coverage.

## **REIMBURSEMENT**

- ❖ All expenses over \$25 require a receipt.
- ❖ All expenses should be submitted within 45 days of the actual date incurred
- ❖ Dining expenses should not include the expense of alcohol and food cost must be reasonable
- ❖ Oracle will not reimburse for any shipping charges that are not directly related to the project for which supplier has been contracted.
- ❖ Laundry services may be expensed only if supplier is traveling five consecutive nights or longer.
- ❖ Phone Charges- Oracle will reimburse for all business related calls as well as one personal call per day when overnight accommodations are required and approved.
- ❖ Mileage reimbursement is at a rate not to exceed the IRS standard mileage rates at such time the travel is incurred. Personal vehicles should not be used if the mileage distance is greater than 100 miles.

## **PER DIEMS**

- ❖ Oracle reserves the right to pay either a per diem rate on a daily basis or for actual expenditures based upon the business/ project need for related supplier expenses.
- ❖ Oracle will not reimburse, nor may suppliers submit for reimbursement of both per diem and actual business related expenditures.
- ❖ Suppliers may not exceed the daily per diem allowances when used and seek reimbursement via other means.
- ❖ Per Diems must be agreed in advance by the hiring Oracle management and specified in writing on the corresponding agreement.

## **INSURANCE**

- ❖ **Oracle does not provide insurance of any kind for suppliers at anytime**
- ❖ This includes but is not limited to insurance for delayed/ lost luggage, personal property, travel accident insurance, AD&D insurance, rental car insurance, etc.
- ❖ Oracle will not reimburse supplier in the event of theft, loss, or destruction of supplier's personal property.
- ❖ Supplier must carry insurance as set forth on the applicable Oracle agreement under which Supplier is providing service.

**Oracle reserves the right to modify and change these guidelines at anytime without cause or notice.**

**It is the responsibility of Oracle suppliers to stay abreast of, and adhere to the current guidelines in effect as of the date(s) of service.**