



UnitedHealth Group®

March 15, 2007

Anil Gogia

Dear Anil,

We are pleased to offer you an appointment with **UnitedHealth Group Information Services Private Limited** ("the Company") in the position of **Sr. Software Engineer (Java) - ITO** on the terms and conditions set out herein after:

1. EMPLOYMENT

Your effective date of joining shall be no later than **20th Nov, 2006**. Your employment with the Company may be subject to successful pre and/or post employment background checks, accuracy of the testimonials and information provided by you and your being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date. You, if so asked by the Company, shall disclose on your own behalf and, if married, on your spouse's behalf full details of any external directorships held and any personal business interests including partnerships, shareholdings and trusteeships; involvement in any other business ventures involving unlimited liability; personal liabilities in connection with business activities; and involvement in other positions external to the Company and acceptance by the Company of those external interests.

Please note that if during the pre or post employment background checks, the background checking agency gives a negative report or in the event of unsatisfactory result of any of the above events, this letter of appointment/agreement shall stand revoked automatically (whether you have accepted it or not) and, if you have already commenced employment with the Company, such employment will automatically terminate without giving rise to any claim for compensation or damages in your favor, but without prejudice to the Company's rights and remedies against you.

2. PROBATION:

You will serve a minimum probation period of **Six Months** from the date of your joining the Company ("Probation") following which you shall get confirmed into the company by default unless you receive a letter of confirmation extension. The Company reserves the right to extend the Probation period for an additional 3 months in the event that your performance is not up to the expectation. You will be deemed to continue on probation extension until you are confirmed in writing, and your confirmation has been communicated to you.

Your performance will be evaluated according to your efficiency, punctuality, conduct, maintenance of discipline and in accordance with the Company's regulations/policies existing now or in future. It will be your responsibility to read, peruse and follow the company's regulations/policies, hardcopies whereof shall be made available to you upon request, but which

otherwise are available on Company's website.

During the period of Probation, your services are liable to be terminated by the Company at any time, if any, without any cause or notice.

3. PLACE OF POSTING

Your initial place of posting shall be at Gurgaon. However, your services are transferable and you may be assigned/transferred in India or outside India to serve the Company in any of its existing or future offices or any of its group companies or associates. It is a condition of your employment that you comply with any such requirements of the Company. The transfer arrangement will not deem to constitute a change in your conditions of service

Notwithstanding the above, you may however be required to work at any other place that the Company may deem fit and as may be required from time to time. You may also be seconded, deputed or transferred to any other person/company associated with the Company whether in India or abroad. In such a case your relocation expenses shall be borne by the Company and your reimbursement shall be as per the Relocation Policy of the Company.

Your place of work shall change in case of any relocation of the Company's offices, for which you shall be entitled to reimbursement in consonance with the Relocation Policy of the Company.

The Company operates on 24X7 basis and is open for 365 days in a year.

4. PERFORMANCE OF DUTIES

You shall be assigned with all the duties and responsibilities of the Employee Relations Consultant such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.

5. COMPENSATION

As compensation for services to be rendered, you shall be paid an annual Fixed salary of **850000/-**. Your CTC would be **1060800/-** per annum. The salary shall be payable on monthly basis in arrears on or about the last working day of each calendar month, but in no case later than the date of joining of the succeeding calendar month. The break-up of your salary is detailed in Appendix 1 hereto and the same shall form part and parcel of this letter of appointment/agreement. Please note your salary details are highly confidential and shall not be disclosed inside or outside the organization by you in any manner whatsoever and any failure on your part to adhere to this obligation shall be considered as serious breach of the terms of this letter of employment.

Rewarding Results Plan:

You will be eligible to participate in the Rewarding Results Plan in accordance with all its terms and conditions, as may be amended from time to time and thus may be eligible to earn an annual performance-based bonus in addition to your fixed salary. Your initial annual target incentive bonus is **20 % of the Fixed Salary**. Please understand that no payment under this plan is

guaranteed, and is subject to attainment of corporate and business unit financial performance thresholds as well as individual performance ratings attained for the year in addition to UHG and Company discretion. Any annual or other bonus payments are discretionary, non-binding and revocable for future years. In order to be eligible for the RRP incentive program, you must be hired on or before September 30th of the calendar year. If your date of joining is after September 30, your eligibility begins the following calendar year.

The payment of all compensation and bonus, if any, shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you. Bonus payments begin accrual after successful completion of trainings (if required).

By accepting this letter of appointment/agreement you authorize the Company to deduct from your remuneration on termination of employment (including salary, salary in lieu of notice, etc.) all debts owed by you to the Company or any of its group companies/associates or any fine imposed by the Company as a discretionary penalty pursuant to the Company's disciplinary procedure.

6. TERMINATION OF EMPLOYMENT

After completion of the Probationary period, either the Company or you may at any time terminate this agreement without cause by giving in writing to the other party, **One Month** notice or in lieu thereof a sum equal to the amount or pro-rated amount of fixed salary which would have accrued to you during the period or remaining period of notice. During your probation with the company which includes any probation extension, either party could terminate this agreement with 30 days notice or in lieu thereof a sum equal to the amount of fixed salary which would have accrued to you during the period or remaining period of notice.

You shall not be entitled to any notice pay if your employment is terminated in accordance with condition 7.5 of the Appendix 3 to this letter of appointment/agreement.

Your employment shall also be governed by the standard terms and conditions, which are annexed hereto as Appendix 3 hereto, and the same shall form part and parcel of this letter of appointment/agreement.

Kindly sign and return the duplicate copy of this letter along with the Appendixes, as a token of your acceptance of the terms and conditions set out herein. Also, please initial each page of the letter and the Appendixes.

Please note that by signing this letter of employment/agreement, you have agreed to accept the employment with the Company on the terms and conditions set out herein. Upon your signature and return to us, this letter of employment/agreement will be treated as an employment agreement and the terms and conditions of this agreement shall govern your employment with the Company.

This letter of appointment/agreement shall automatically stand revoked in the event of your not joining the Company on or before the date mentioned in this letter of appointment/agreement.

It is a pleasure to welcome you as an employee of **UnitedHealth Group Information Services Private Limited**. We are confident that your employment with the Company will prove mutually beneficial & rewarding, and we look forward to having you join us.

On your first day of employment, please report to our office at Gurgaon at 8:30 am along with the documents as mentioned in the Annexure '2'. Should there be a change in your start date, it is mandatory that the same be communicated to us a week in advance as this impacts your experience with UnitedHealth Group at start.

We look forward to your successful career at United Health Group!

Yours truly,



Thomas C Vanderheyden
Managing Director

For UnitedHealth Group Information Services Private Limited

I accept the letter of appointment/agreement on the terms and conditions as described in this letter of appointment/agreement.

ACKNOWLEDGEMENT:

Date: _____

Appendix 1

| Anil Gogia | | Effective April 1st, 2007 | |
|--|--|---------------------------|--------------|
| | | ANNUAL | MONTHLY |
| BASIC | | 339996 | 28333 |
| HOUSE RENT ALLOWANCE | | 170004 | 14167 |
| FLEXI PAY | | 339996 | 28333 |
| CHILDREN'S EDUCATION ALLOW (2,400) | | | |
| MEDICAL ALLOWANCE (15,000) | | | |
| SODEXHO (15,000) | | | |
| FUEL (60000) | | | |
| CONVEYANCE (9,600) | | | |
| LTA (One Month's Basic) | | | |
| SPECIAL ALLOWANCE | | | |
| TOTAL FIXED SALARY | | 849996 | 70833 |
| RRP Incentive (at 100% payout) | | 170004 | 14167 |
| PROVIDENT FUND (EMPLOYER'S CONTRIBUTION) | | 40800 | 3400 |
| CTC | | 1060800 | 88400 |

- Employees would be entitled to health, personal accident and life insurance benefits as per the Company policy (over and above CTC)
- Gratuity would be paid as per Gratuity Act (over and above CTC)
- For the Provident Fund, the employees would contribute an amount equal to that of the employer and the same would come of the Total Fixed Salary of the employee (the current rate of contribution is 12% of the basic)
- Please understand that no payment under the RRP plan is guaranteed, and is subject to attainment of corporate and business-unit financial performance thresholds as well as individual performance ratings attained for the year in addition to UHG and Company discretion.
- Take home salary will be net of PF & Income Tax deductions depending on you savings under various schemes. Also, the monthly take home would be impacted depending on the reimbursements claims every month.

Appendix 2

Please come prepared with the following documents on your first day:

- HIGHEST DEGREE CERTIFICATE
- ORIGINAL DOCUMENT SHOWING DATE OF BIRTH / PASSPORT
- CLASS X CERTIFICATE
- PHOTOCOPY OF PAN ID
- 2 PASSPORT SIZE PHOTOGRAPHS
- RELIEVING LETTER FROM PREVIOUS ORGANIZATION

Appendix 3

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

This appendix containing the Standard Terms and Conditions of Employment is attached to the letter of appointment/agreement and shall be deemed to be an integral part thereof.

1 CONFIDENTIALITY

- 1.1 The term "Confidential Information" shall include all information, whether written or oral, that is not known by, or not generally available to, the public/outside at large and that concerns the business, activities, financial affairs, trade secrets, technology of the Company or otherwise relates to the Company, in any manner whatsoever, its customers, their clients, suppliers and other businesses or entities, with whom the Company does business, which may come to your knowledge or possession during the tenure of your employment with the Company. You shall hold such Confidential Information in trust and confidence and not disclose or divulge such Confidential Information to any other person or entity or use any such Confidential Information for your own benefit or the benefit of any other party, unless so authorized by the Company or required to be so disclosed or divulged in the course of the proper execution of your duties. You agree to sign the 'Confidentiality Agreement' in this regard, the terms of which shall form an inalienable part of this offer letter.
- 1.2 You undertake not to make copies or duplicates of any tangible Confidential Information or other sensitive property or materials of the Company, including but not limited to keys, access cards, diskettes, programs, photographs or such other proprietary information relating to the Company's business.
- 1.3 You shall keep strictly confidential, details of your salary and employment benefits within and outside the Company.
- 1.4 You agree and confirm that the terms and conditions of this Clause 1 shall survive the termination or discontinuation of your services with the Company.

2 NON-SOLICITATION

You shall not, during the term of your employment and for a period of twelve (12) months immediately following any termination of such employment (regardless of whether such termination is voluntary or involuntary), directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, (a) interfere with the UnitedHealth Group's continuing relationships with its other employees, (b) disparage the UnitedHealth Group with such other employees, (c) attempt to induce such other employees to leave their employment with the UnitedHealth Group, (d) interfere with the UnitedHealth Group's continuing relationships with its suppliers or customers, (e) disparage the UnitedHealth Group with suppliers or customers, (f) sell, attempt to sell or solicit the sale of products competitive with those of the UnitedHealth Group to the UnitedHealth Group's customers, or (g) take any action to discourage or divert any suppliers or customers from doing business with the