

### **3 NON-COMPETITION**

- (a) You agree that some restrictions on your activities during and after your employment are necessary to protect the goodwill and other legitimate interests of the Company. During your employment you agree not to undertake any planning for any outside business competitive with the Company. During the employment and for a period of one year after your employment terminates/expires (the "Restriction Period") with the Company, you undertake not to compete, directly or indirectly, with the Company in the Territory described below, whether as an employee, consultant, agent, partner, owner, investor, or otherwise. Specifically, but without limiting the foregoing, you agree not to engage in any manner in any activity that is directly or indirectly competitive or potentially competitive with the business of the Company as conducted or under consideration at any time during your employment. For purposes of this provision, the business of the Company shall include all Products offered by the Company in any manner or under development, and your undertaking shall encompass all items, products, and services that may be used in substitution for products. You acknowledge that the Company's business is global in scope and therefore that the "Territory" referred to above shall include the entire world.
- (b) **Notification Requirement.** Until six months after the period set forth in clause 3 (a), you undertake to notify the Company in writing of any change in your address and of each new job or other business activity in which you plan to engage, at least 30 days prior to beginning such job or activity. Such notice shall state the name and address of any new employer and the nature of your position/designation.

### **4. INTELLECTUAL PROPERTY RIGHTS**

You shall be required to disclose promptly, completely and in writing to the Company any discovery, invention, methodology or improvements made thereto, process, software applications or products, conceived, developed or discovered by you, either individually or jointly with others, during your employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. You agree to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. You agree to assign to the Company any and all rights, title and interest, including, but not limited to, copyrights, trade secrets and proprietary rights to the Inventions, information, materials, products and deliverables developed during the performance of services to the Company. You agree that all the work performed by you and all Inventions, information, materials, products and deliverables developed by you while in the employment of the Company shall be the exclusive property of the Company and all title and interest therein shall vest in the Company. If and when required by the Company, you shall at the Company's expense take out or apply for letters patent, licenses or other rights, privileges or protection, as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. You shall execute and do all instruments, acts, deeds and other things, which may be required by the Company for assigning, licensing any Inventions made during the employment, which shall vest with the Company including the name and all benefits arising in respect thereof.



Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by you during the performance of your services as an employee of the Company.

## **5. DISCIPLINARY ACTION PROCEDURE**

Any breach of the Company's regulations/policies, failure to attain or maintain a satisfactory work standard or any misconduct by an employee will be regarded as a disciplinary or capability matter. Your immediate superior will normally deal with minor disciplinary matters. The procedure for more serious offences including major misconduct shall be as set out under the Company's regulations/policies.

## **6. COMPANY'S REGULATIONS/POLICIES**

You shall abide and be bound by the Company's regulations/policies, and the same shall form part of this letter of employment/agreement. The Company's regulations/policies may be changed/amended at any time at the discretion of the Company and the changed Company regulations/policies shall thereupon bind you. You will also carry out and abide by any instruction, policies, 'house rules' and 'office orders' issued by the Company from time to time.

## **7. TERMINATION OF EMPLOYMENT**

- 7.1 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 salary which would have accrued to you during the period or remaining period of notice.
- 7.2 After notice of termination, you shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of your responsibilities and ensure that the Company is aware of all matters being handled by you.
- 7.3 Upon termination of your employment with the Company for any reason, you shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company, and return all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business or proposed business of the Company or its subsidiaries or affiliates. The Company reserves the right not to relieve you of your employment in the event that all the Company's documents/property / Confidential Information in your custody have not been properly handed over by you to an authorized representative of the Company.
- 7.4 The Company reserves the right during any period of notice to exclude you from the premises of the Company, or to require you to carry out specified duties at premises other than those referred to in paragraph 3 of the letter of appointment/agreement, or to carry out no duties, and to instruct you not to communicate with clients, employees, agents or

representatives of the Company until your employment has been terminated, provided that you will continue to be paid and to enjoy normal contractual benefits during any such period, except in the case of suspension. You will not be entitled to engage in any other employment, work or business during the notice period.

7.5 In addition to all the rights of the Company provided for in this agreement or in any other policies/regulations of the Company or under law, the Company may terminate your employment forthwith in any of the following circumstances:

- (i) Breach by you of any of the terms of this letter of employment/agreement;
- (ii) Breach of any clauses of the Company's regulations/policies as referenced in clause 6 hereinabove;
- (iii) Unauthorized absence beyond a period of seven (....) consecutive days;
- (iv) Inability to perform your duties beyond a period of thirty (30) days, whether on medical grounds or on any other grounds;
- (v) Physical or mental incapacitation to perform your duties;
- (vi) Any misrepresentation by you to the Company, whether made orally or in writing and whether expressly or by conduct, and whether at the time of appointment or prior or subsequent thereto;
- (vii) Commission of any act detrimental to the interests of the Company;
- (viii) Commission of any act of moral turpitude;
- (ix) Misconduct;
- (x) Commission of an act of insolvency;
- (xi) Conviction in any court of law for the commission of any crime; or
- (xii) Your performance is continuously measured as below expectation.

Notwithstanding anything contained in clause 7.1, the Company reserves the right to terminate your employment without giving any notice period or pay in lieu thereof if you are in breach of the sub-clauses of clause 7.5 hereinabove.

## **8. REPRESENTATION**

You represent and warrant that you are not bound by or subject to any court order, agreement, arrangement or undertaking (including but without limitation any non-competition or non-solicitation undertakings) or any other disability of any nature which may in any way restrict or prohibit you from entering into this letter of employment/agreement or from performing your duties and providing services under this contract of employment on the terms and condition contained herein.

## **9. INTERPRETATION-**

If any of the provisions of this letter of employment/agreement shall, for any reason, be held to be invalid, illegal or enforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this letter of employment/agreement, and this letter of employment/agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained in this letter of employment/agreement.



If, moreover, any one or more of the provisions contained in this letter of employment/agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

## **10. DISPUTES**

All disputes or differences whatsoever arising between the Company and you out of or relating to the construction, meaning and operation or effect of this letter of employment/agreement or the breach thereof shall be settled by a Sole Arbitrator nominated by the Managing Director of the Company and the award made in pursuance thereof shall be binding on you and the Company. The Arbitration shall be subject to and in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Gurgaon.

## **11. JURISDICTION**

Subject to Clause 10 supra, in case of any dispute arising or accruing in respect of this Agreement, the same shall be subject to the exclusive jurisdiction of Courts at Gurgaon.

## **12. Waiver of Breach.**

The waiver by the Company of a breach of any provision of this letter of employment/Agreement shall not operate or be construed as a waiver of any subsequent breach.

## **13. OTHERS**

- 13.1 You will be bound by the Company's regulations/policies, and all other rules, instructions, and orders issued by the Company from time to time, in relation to your conduct, discipline and service conditions such as leave, medical, retirement, etc. as if these Company's regulations/policies, rules, instructions, etc. were part of this letter of employment/agreement. In case of any conflict between this letter of employment/agreement and Company's regulations/policies, the terms and conditions herein shall override/prevail.
- 13.2 You shall inform the Company as soon as possible about any change in your residential address.
- 13.3 **Survival** The provisions of this letter of employment/agreement, which by their nature are intended to survive the termination or expiration of this letter of employment/agreement, including without limitation, the provisions of Clauses 1, 2, 3, 4, 8, 10, 11 & 13.3 shall survive the termination of this letter of employment/agreement.



UnitedHealth Group®

March 19, 2007

Greetings,

UnitedHealth Group strives to offer you a competitive employment package including your pay, benefits, and professional development opportunities. It is with this goal in mind, that we are announcing a more market competitive tax structure for all employees. The new salary structure becomes effective with the next fiscal year (beginning 1 April 2007).

There are 3 main purposes for this letter.

1. Official Notification of Company Name Change
2. Reissuing of Appointment letter on UHGIS letter head
3. Upcoming CTC Open Enrollment

**1. Official Notification of Company Name Change:**

The name of Aspire Global Support Services (Private) Limited has been changed to UnitedHealth Group Information Systems Private Limited with effect from 2<sup>nd</sup> February 2007. This is merely a change of name, as the entity (i.e. the Company) remains the same. Consequently your terms of employment, status and the position vis-à-vis the Company shall remain unchanged. This is for your information and record.

**2. Reissuing of Appointment Letters:**

As a result of our company name change, we are reissuing appointment letters under the official name of UnitedHealth Group Information Services Pvt Ltd. Your pay and personal details have not changed, please note that the general terms and conditions have been enhanced. Please review, sign and return the photocopy (the original copy belongs to the employee) on or before March 26. Note: Please direct questions to Human Capital.

- IT employees should sign and return the photocopied letter directly to Human Capital. The original copy should remain with the employee.
- Shared Services and HBS employees should sign and return the photocopied letter to their Supervisor/Manager. The original copy should remain with the employee.

**3. CTC Open Enrollment: 21 March - 5 April:**

CTC Open Enrollment begins on Wednesday 21 March. You will receive all information regarding Open Enrollment via your UHG email address. During Open Enrollment you have the opportunity to declare your tax elections for the 2007-2008 fiscal year. All changes would be effective with the April 2007 payroll. Included with the email you will receive:

- Instructions
- Description of the tax declaration options
- Tax Declaration Form
- Tax Calculator Tool for your use in determining your preferred tax scenario.

Note: Open Enrollment Information Sessions hosted by Human Capital will be available on 26, 27, and 28 March. An invitation for these sessions will be sent to your email address.

Thank you for your participation in these changes!

The Human Capital Team