

# UNITEDHEALTH GROUP®

May 16, 2018

HIMANSHU SUSHIL SRIVASTAVA  
E-24, First Floor, E Block , Sector 41 ,Noida –201301  
Noida, Uttar Pradesh 201301

Dear HIMANSHU:

Congratulations and thank you for considering UnitedHealth Group as your future employer!

I am pleased to confirm UnitedHealthcare Services, Inc.'s or its affiliate's (UnitedHealth Group's) offer of employment to you for the position of Applications Developer II in the Optum Global Solutions division of Optum Operations.

This offer represents our sincere interest in having you become part of our team. This is not just another job. We're changing the world of health care. We're driving our industry forward. We're helping millions of people live healthier lives. And we're doing it with people who share their energy, passion and commitment to excellence. People like you. We are excited to have you join a place where you get to do **your life's best work.**<sup>SM</sup>

Included in this letter are all aspects of our employment offer to you. We look forward to you starting on or about May 5, 2018, with duration of approximately 13 months. The transfer date to the UnitedHealth Group United States payroll details are contingent on your applying for, obtaining and providing your social security number to Global Mobility. If you terminate your employment for any reason during your US assignment, you will be ineligible to return to UHG or a contractor for a period of at least six months.

## What UnitedHealth Group Offers You

This is a culture of challenge, possibility and performance like nothing you've ever seen.

As part of our team, your base compensation will be \$2,769.23 payable bi-weekly. Any future increases will be based on UnitedHealth Group's compensation program and your performance. We hope that this employment relationship will be positive and rewarding. Please be aware that the employment relationship is "at will," which means that you or UnitedHealth Group may terminate your employment at any time and for any reason.

You are eligible to participate in the Rewarding Results Plan (RRP) in 2018. Under the Rewarding Results Plan, your actual payment will be based on business segment financial and non-financial results, your individual performance, and the recommendation of your manager. Your eligibility for the discretionary bonus is contingent on your being employed at the time any such award may be made. If a bonus award is given for the year in which you are hired, it may be prorated at the discretion of your manager based on your date of hire. Future Plan funding rates and payments will be based on UnitedHealth Group's compensation program for that year and are at the sole discretion of UnitedHealth Group. Details about the Rewarding Results Plan will be available when you begin your new position.

In addition, you will receive a relocation allowance of \$3,000.00 which will be paid through United States Relocation Provider. Any associated taxes (i.e. US federal, state and Social Security taxes) will be paid by you through United States Payroll upon your relocation commencement.

Please make arrangements for your airline tickets through the UnitedHealth Group Travel desk in India for yourself and . Graebel will also cover the cost of two pieces of additional baggage at the start and end of your assignment, reimbursable based on receipts (i.e. 23 kgs. per person, with a cap of \$150 per bag). For your return travel, Graebel will cover the cost of a D size container based on single or accompanied travel. In the United States, you will be provided with transportation from the airport to your temporary accommodations, on the day of your arrival. You will also be provided with an airport drop-off services at the end of your assignment through our relocation partner. If you need ground transportation support in India, please work directly with the Gurgaon Transport Desk.

Upon the start of your time in this role, you will receive a OneTime PreDeparture tax consultation in India and in the US, with a tax preparation specialist from KPMG, which will be direct billed to UnitedHealth Group. Any additional tax consultation will not be reimbursed.

After the completion of your assignment in the United States, you will also receive temporary stay for 15 days in India, upon your return.

## The Employment Experience at UnitedHealth Group

Thank you for choosing to grow your career with UnitedHealth Group. While there may be many reasons you considered joining our team, our employees have told us that the best reason to join UnitedHealth Group is because we're helping millions of people live healthier lives. This is truly the place where you can do **your life's best work.**<sup>SM</sup>

[Click here](#) to learn more from our employees and see why you made a great decision!

## Financial Fitness at UnitedHealth Group

UnitedHealth Group is committed to helping employees build stronger financial security. Whether you are just beginning your career, nearing retirement age or somewhere in between, participating in the UnitedHealth Group 401(k) Savings Plan (the Plan) is a great way to help strengthen your financial fitness.

### The Choices Are Yours

You decide how much to contribute to the Plan each pay period (1 to 50 percent of your eligible pay), up to the 2017 IRS maximum of \$18,000 for this or other plans. Plus, you decide how your money is invested by selecting from several options including target date funds.

The Plan offers a pre-tax contribution option along with a Roth 401(k) option for after-tax contributions, and you can participate in either choice or both at the same time.

- Your Pre-Tax Option – Contributions are taken out of your pay before most state and federal income taxes are deducted. This means you pay lower taxes now because your income is reduced by the amount you save. You pay no income taxes in your contributions, the employer matching contributions or any investment earnings until you withdraw it from the Plan.
- Roth 401(k) After-Tax Option – Contributions to the Plan via the Roth 401(k) option are deducted from your eligible pay after income taxes are withheld. Your Roth 401(k) contributions (and any investment earnings on these contributions) have the potential to grow on a tax-deferred basis.

### Employer Match Can Boost Savings

You can benefit from the employer match to your contributions for both the pre-tax and Roth 401(k) options. After being credited with one year of UnitedHealth Group Service, you will be eligible to receive employer matching contributions that may help your savings grow faster. The full maximum employer match is 4.5 percent of your eligible pay per pay period if you contribute at least 6 percent of your eligible pay each pay period throughout the year.

### Vesting

You own (or are 100 percent vested in) your pre-tax and Roth 401(k) contributions at all times. Employer-matching contributions are 100 percent vested after you have been credited with two years of UnitedHealth Group service.

### Automatic Enrollment Makes it Simple

In general, employees who are hired by UnitedHealth Group or become eligible for the Plan will be automatically enrolled in the Plan.

- You will be automatically enrolled at a pre-tax contribution rate of three percent of eligible pay as of your second pay date following your eligibility date under the Plan unless you elect a different contribution level or opt out of the Plan (by selecting a zero percent rate) by 3:00 p.m. Central time on the Wednesday after your first pay date following your eligibility date under the Plan. You will have access to your account at Fidelity, the Plan's recordkeeper, as soon as administratively possible following your date of hire. You will not be automatically enrolled in Roth contributions.
- You may opt out, make a change to your deferral percentage or investment election in the Plan by logging in to [www.netbenefits.com](http://www.netbenefits.com) or calling 1-800-624-4015.
- If you are automatically enrolled, you will have 90 days from the first pay date pre-tax contributions are deducted from your pay to request a refund of your pre-tax contributions made since that first pay date, including associated earnings and losses.
- Your contributions will be invested in a Wells Fargo Target Date CIT Class E, based on your age and the assumption that you will retire at the age of 65, unless you select a different investment election.
- Your contribution rate will automatically increase annually on February 1 if you are contributing between 1 and 5 percent of your eligible pay.
- If you opt out of the Plan, you may elect to enroll at any time.
- Fidelity will also send a welcome kit to your home mailing address within the first week of employment. The kit includes additional Plan details.

## What UnitedHealth Group Needs From You

If you are currently subject to a non-solicitation, non-competition clause or other clause or agreement, this offer is contingent on review and approval of such clause or agreement by UnitedHealth Group's counsel. If you have not already provided copies of such clauses or agreements to your recruiter, you must provide copies to your recruiter within 48 hours of receiving this letter.

We are making this offer of employment to you due to your talents and skills, not to gain access to confidential information or other property of your former employer. You may not use or disclose any confidential information of your former employer in connection with your work for UnitedHealth Group. In addition, you should not keep any confidential or proprietary documents (whether in paper, electronic, or any other form) or other confidential or proprietary materials relating in any way to your former employer's business or any of your activities on behalf of your former employer. You may not bring any such documents or materials with you to UnitedHealth Group and you may not share any such documents or materials with anyone at UnitedHealth Group.

In addition, UnitedHealth Group performs random drug testing on employees in certain jobs. If you have questions about whether your position will be subject to random testing, or to obtain a copy of UnitedHealth Group's Drug-Free Workplace and drug testing policy, please contact HR Direct at 800-561-0861.

## Conditions of Your Employment with UnitedHealth Group

One of UnitedHealth Group's strongest assets is our reputation for integrity and honesty. UnitedHealth Group's Code of Conduct sets forth certain general principles and policies regarding your actions as an employee of UnitedHealth Group. You will receive materials describing the Code of Conduct at your orientation and will be asked to sign an acknowledgment of its contents.

Included with this letter is UnitedHealth Group's Employment Arbitration Policy. The Policy is a binding contract between you and UnitedHealth Group to resolve through arbitration all covered employment-related disputes that are based on a legal claim, and mutually waive the right to a trial before a judge or jury in court in favor of final and binding arbitration. Your agreement to be bound by the terms of the Policy is a condition of your employment. Once you are on board, you will be required to electronically acknowledge in Employee Self Service your understanding of the Policy.

Consistent with UnitedHealth Group's emphasis on ethical business practices, this offer of employment is contingent on satisfactory completion of our pre-employment reference check/background investigation. Generally, this process will take five business days and must be satisfactorily completed before your start date. This offer is contingent on you having, or obtaining within the required timeframe, any state and/or national certifications and licensure that UnitedHealth Group requires for your position.

This offer is also contingent upon your ability to undertake and perform the responsibilities and requirements of the offered position without violating the terms of any restrictive covenant or confidentiality agreement to which you may be a party. If you accept the offer and join UnitedHealth Group, we expect that you will comply with any applicable restrictive covenant or confidentiality agreement to which you are a party with any prior employer.

By accepting employment, you will have agreed to all terms of this offer letter and its attachments.

## Visit the Resources for New Employees Web site

To get to the Resources for New Employees Web site, copy and paste this address into your Internet Explorer Web browser: <http://careers.unitedhealthgroup.com/landing-pages/new-employee-orientation.aspx>. Visit the Resources for New Employees Web site for instant access to tasks and information you will need to know before and during your first days, weeks and months at UnitedHealth Group. You will also find orientation information specific to your business segment and/or if you are a leader under the Segment Resources section of the Web site.

Congratulations and thank you for considering UnitedHealth Group as your future employer! We have bold objectives: Improve the lives of others. Change the landscape of health care forever. Leave the world a better place than we found it. Joining us will put you among a team that is committed to excellence in everything we do. Passionate. Energetic. Focused. You'll be sharing a culture of leadership and excitement as you begin to do **your life's best work.**<sup>SM</sup>

Thank you for choosing UnitedHealth Group!

Sincerely,

DEEPA JAYARAM

cc:  
Johnnie Reeves  
Personnel File

Enclosure:

## Employment Arbitration Policy

**Note:** UnitedHealth Group is a tobacco-free workplace and actively supports every employee who has a desire to quit using tobacco. We offer OptumHealth's free QuitPower® Program, and 100 percent coverage for select smoking cessation drugs.

What makes you special can inspire **your life's best work.**<sup>SM</sup>

## Employment Arbitration Policy

### A. STATEMENT OF INTENT

UnitedHealth Group Incorporated and its subsidiaries and affiliates (referred to as "UnitedHealth Group") acknowledge that disagreements may arise between an individual employee [1] and UnitedHealth Group or between employees in a context that involves UnitedHealth Group. It is the intent of UnitedHealth Group that legal disputes be resolved as efficiently and amicably as possible, and that issues not resolved voluntarily through informal resolution or through the internal dispute resolution ("IDR") process be resolved through binding arbitration. Unless excluded below, legal disputes that cannot be resolved through voluntary informal resolution or the IDR process are covered under this Employment Arbitration Policy ("Policy").

This Policy is a binding contract between UnitedHealth Group and its employee. **Acceptance of employment or continuation of employment with UnitedHealth Group is deemed to be acceptance of this Policy.** However, this Policy is not a promise that employment will continue for any specified period of time or end only under certain conditions. Employment at UnitedHealth Group is a voluntary (at will) relationship existing for no definite period of time and this Policy does not change that relationship.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) shall govern this Policy. All disputes covered by the Policy shall be decided by an arbitrator through arbitration and not by way of court or jury trial.

### B. SCOPE OF POLICY

This Policy creates a contract between UnitedHealth Group and employee requiring both parties to resolve employment-related disputes (except the excluded disputes listed below) that are based on a legal claim through final and binding arbitration. Arbitration is the exclusive forum for the resolution of such disputes, and the parties mutually waive their right to a trial before a judge or jury in federal or state court in favor of arbitration under the Policy.

UnitedHealth Group and employee mutually consent to the resolution by arbitration of all claims and controversies, past, present, or future, that employee may have against UnitedHealth Group or UnitedHealth Group may have against employee, which arise out of or relate to employee's employment, application for employment, and/or termination of employment.

Employees are encouraged to exhaust the IDR process before initiating arbitration. If an employment-related dispute is not resolved through the IDR process and the dispute is based on a legal claim not expressly excluded from this Policy, any party to the dispute may initiate the arbitration process. UnitedHealth Group is not required to follow the steps of either the IDR process or the Policy before initiating or implementing any disciplinary action.

Subject to the specific exclusions below, the claims covered by the Policy include, but are not limited to: claims for unfair competition and violation of trade secrets; claims incidental to the employment relationship but arising after that relationship ends (for example, claims arising out of or related to post-termination defamation or job references and claims arising out of or related to post-employment retaliation); claims for wages or other compensation due (including but not limited to, minimum wage, overtime, meal and rest breaks, waiting time penalties, vacation pay and pay on separation); claims for breach of any contract or covenant (express or implied); tort claims; common law claims; equitable claims; claims for discrimination and harassment; retaliation claims; and claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance, except claims excluded below.

Covered claims include any disputes regarding the Policy or any portion of the Policy or its interpretation, enforceability, applicability, unconscionability, arbitrability or formation, or whether the Policy or any portion of the Policy is void or voidable, with the exception noted in the Class and Representative Actions Waivers section below.

Claims excluded from mandatory arbitration under the Policy are (i) Workers' Compensation benefit claims (but workers' compensation discrimination and/or retaliation claims are covered);

(ii) state unemployment or disability insurance compensation claims; (iii) claims for severance benefits under the UnitedHealth Group Severance Pay Plan; (iv) claims for benefits under UnitedHealth Group's other ERISA benefit plans; (v) claims for benefits under UnitedHealth Group's Short-Term Disability Plan; (vi) claims that may not be the subject of a mandatory arbitration agreement as provided by Section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), Section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims; and (vii) claims that the Dodd-Frank Wall Street Reform and Consumer Protection Act or other controlling federal law bars from the coverage of mandatory pre-dispute arbitration agreements.

This Policy does not preclude an employee from filing a claim or charge with a governmental administrative agency, such as the National Labor Relations Board, the Department of Labor, or the Equal Employment Opportunity Commission, or from filing a workers' compensation or unemployment compensation claim in a statutorily-specified forum. In addition, this Policy does not preclude either an employee or UnitedHealth Group from seeking emergency or temporary injunctive relief in a court of law in accordance with applicable law. However, after the court has issued a ruling concerning the emergency or temporary injunctive relief, the employee and UnitedHealth Group are required to submit the dispute to arbitration pursuant to this Policy.

An issue is subject to arbitration only if it states a claim under applicable federal, state, or local law. An arbitrator or a court of law with jurisdiction shall dismiss, without a hearing on the merits, any matter which does not state a claim under applicable federal, state, or local law.

## **C. CLASS AND REPRESENTATIVE ACTION WAIVERS**

There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action, or in a representative capacity on behalf of any other person. Nor shall the Arbitrator have any authority to hear or arbitrate any such dispute. Accordingly,

1. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The Class Action Waiver shall not be severable from this Policy in any case in which (1) the dispute is filed as a class or collective action and (2) a civil court of competent jurisdiction finds the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the class action must be litigated in a civil court of competent jurisdiction; and
2. There will be no right or authority for any dispute to be brought, heard or arbitrated as a private attorney general act representative action ("Private Attorney General Waiver"). The Private Attorney General Waiver does not apply to any claim employee brings in arbitration as a private attorney general solely on employee's own behalf and not on behalf of or regarding others. The Private Attorney General Waiver shall be severable from this Policy in any case in which a civil court of competent jurisdiction finds the Private Attorney General Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances and where the claim is brought as a private attorney general, such private attorney general claim must be litigated in a civil court of competent jurisdiction.

Regardless of anything else in this Policy and/or any rules or procedures that might otherwise be applicable by virtue of this Policy or by virtue of any arbitration organization rules or procedures that now apply or any amendments and/or modifications to those rules, the interpretation, enforceability, applicability, unconscionability or formation of the Class Action Waiver and Private Attorney General Waiver may be determined only by a court and not by an arbitrator.

#### **D. ARBITRATION RULES AND PROCEDURES**

The arbitration will be administered by the American Arbitration Association ("AAA") and, except as provided in this Policy, shall be in accordance with the then-current Employment Arbitration Rules of the AAA ("AAA Rules"). The AAA Rules are available via the Internet at [www.adr.org/employmentor](http://www.adr.org/employmentor) by using a search engine such as [www.google.com](http://www.google.com) to search for "AAA Employment Arbitration Rules." To the extent any of the terms, conditions, or requirements of this Policy conflict with AAA Rules, the terms, conditions, or requirements of this Policy shall govern. All arbitrations shall be conducted in accordance with the Policy in effect on the date the Corporate Legal Department receives the Demand for Arbitration, except that any amendments to the Policy made after a claim arises will not be applied to proceedings related to that claim.

##### **1. Initiation of Arbitration Proceeding**

**a. Arbitration Initiated by Employee**– UnitedHealth Group shall pay 100 percent in excess of the first twenty-five dollars (\$25) of the required AAA administrative fee. An employee may initiate arbitration by submitting, within the applicable statute of limitations period, a written demand for arbitration which states a claim under applicable federal, state, or local law to Corporate Legal Department, UnitedHealth Group, 9900 Bren Road East, MN008–T502, Minnetonka, MN 55343, with a check for \$25 payable to "UnitedHealth Group." The demand shall set forth the dispute, including the alleged act or omission at issue, the name, address and telephone number of the employee, and the names of all persons allegedly involved in the act or omission. Within 30 business days of receiving such demand UnitedHealth Group shall file the demand with the appropriate office of the AAA, together with the applicable administrative fee as provided in the AAA's fee schedule.

**b. Arbitration Initiated by UnitedHealth Group** – UnitedHealth Group may initiate arbitration by submitting, within the applicable statute of limitations period, a written demand for arbitration which states a claim under applicable federal, state, or local law to the employee's last home address of record via certified mail or overnight mail. The demand shall set forth the dispute, including the alleged act or omission at issue, the name, address and telephone number of the employee, and the names of all persons allegedly involved in the act or omission. Within 30 business days of submitting the demand to the employee, UnitedHealth Group shall file the demand with the appropriate office of the AAA, together with the applicable administrative fee as provided in the AAA's fee schedule. When arbitration is initiated by UnitedHealth Group, the company is responsible for 100% of all AAA administrative fees.

##### **2. Appointment of Neutral Arbitrator**

The arbitrator shall be selected in the following manner:

- a.** As soon as practicable, the AAA shall submit to each party an identical list of nine (9) proposed arbitrators.
- b.** Each party shall have ten (10) business days from the mailing date of the list to cross off names of arbitrators to which the party objects, number the remaining names in order of preference and return the list to the AAA. Each party may strike up to three names without cause
- c.** If the party does not return the list within the time specified, all persons on the list shall be deemed acceptable.
- d.** If only one common name remains on the lists of all parties, that individual shall be designated as the arbitrator. If more than one common name remains on the lists of all parties, the AAA shall appoint an arbitrator remaining on the list in the order of preference, to the extent the order of preference of the parties can be reconciled by the AAA.

In the event the parties fail to agree on any of the persons named, or if an acceptable arbitrator is unwilling to

act, the AAA shall issue an additional list of arbitrator names to the parties.

**3. Qualifications of Neutral Arbitrator**

Unless the parties jointly agree otherwise, the arbitrator shall be an attorney experienced in employment law and licensed to practice law in the state in which the arbitration is convened, or a retired judge from any jurisdiction.

**4. Vacancies**

If a vacancy occurs, if an appointed arbitrator is unable to serve promptly, or if an arbitrator is disqualified under subparagraph 3 above, the vacancy shall be filled in accordance with subparagraph

**5. Summary Disposition**

The arbitrator shall have the authority to issue an award or partial award without conducting an arbitration hearing on the grounds that there is no claim stated on which relief can be granted or that there is no genuine issue as to any material fact and that a party is entitled to a judgment as a matter of law, consistent with Rule 12 or Rule 56 of the Federal Rules of Civil Procedure. Upon the request of either party, the arbitrator will establish a briefing schedule and, if necessary, schedule an opportunity for oral argument prior to considering such motions for dispositive motions.

**6. Date, Time, and Place of Hearing**

The arbitrator shall set the date and time of the hearing. Unless the parties jointly agree otherwise, the arbitration shall take place in or near the city in which employee is or was last employed by UnitedHealth Group.

**7. Representation**

Any party may be represented by an attorney or by him or herself. A party must inform the other party and the AAA of the name, address and telephone number of an authorized representative at least three (3) business days prior to the date set for the hearing.

**8. Confidentiality**

All proceedings under this Policy are private and confidential, unless applicable law provides to the contrary. The arbitrator shall maintain the privacy and confidentiality of the arbitration hearing unless applicable law provides to the contrary. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality.

**9. Stenographic Record**

Either party may request a stenographic record of the hearing. The party that requests the record shall bear the cost of such a record. If both parties request a stenographic record, the cost shall be borne equally by the parties.

**10. Discovery**

**a. Interrogatory**– Each party shall be entitled to propound and serve upon the other party one interrogatory in a form consistent with Rule 33 of the Federal Rules of

Civil Procedure and which shall be limited to the identification of potential witnesses. "Identification" means that a party must identify each witness's name, current address and telephone number, and a brief description of the

subject of testimony.

**b. Requests for Production of Documents** – Each party shall be entitled to propound and serve upon the other party one set of Requests for the Production of Documents in a form consistent with Rule 34 of the Federal Rules of Civil Procedure and which shall be limited in number to twenty-five (25) requests (including subparts, which shall be counted separately). Parties reserve the right to make objections to any document request on the grounds that the request is irrelevant, overly broad, vague, or burdensome, or any other good faith objection available under the Federal Rules of Civil Procedure.

**c. Depositions**– Each party shall be entitled to conduct a maximum of two (2) eight-hour days of depositions of witnesses or of the parties in accordance with the procedures set forth in Rule 30 of the Federal Rules of Civil Procedure. In addition, each party shall be entitled to conduct a maximum of one (1) eight-hour day of depositions of expert witnesses designated by the other party.

**d. Physical and Mental Examinations** – Each party shall be entitled to obtain discovery consistent with Rule 35 of the Federal Rules of Civil Procedure.

**e. Arbitrator Authority**– The arbitrator shall have the authority to resolve all issues concerning discovery that may arise between the parties. Each party can request that the arbitrator allow additional discovery, and additional discovery may be conducted under the parties' mutual stipulation or as ordered by the arbitrator. In addition, the arbitrator shall have the authority to issue subpoenas for the appearance of witnesses or the production of documents pursuant to applicable law.

**f. Prehearing Submissions**– At least thirty (30) days prior to the hearing, the parties are required to exchange lists of witnesses, including any expert witnesses, who the parties anticipate will be called to testify at the hearing. In addition, the parties are required to exchange copies of all exhibits the parties intend to introduce as evidence at the hearing.

## **11. Evidence**

The arbitrator shall apply the Federal Rules of Evidence.

## **12. Award**

**a. Form**– The award shall be in writing and shall set forth findings of fact and conclusions of law upon which the arbitrator based the award. All awards shall be executed in the manner required by law.

**b. Scope of Relief** Except as to disputes involving an employment agreement or equity award containing a Minnesota choice of law provision, the arbitrator shall follow the rules of law of the state which is the employee's principal place of work, any applicable Federal law, and the rules as stated in this Policy. In cases involving an employment agreement and/or equity award with a Minnesota choice of law provision, the arbitrator shall follow Minnesota law, any applicable Federal law, and the rules as stated in this Policy. The arbitrator shall have the authority to grant any remedy or relief (including attorneys' fees where authorized by statute) that the arbitrator deems just and equitable and which is authorized by and consistent with applicable law, including applicable statutory limitations on damages.

**c. Final Judgment**– The award shall be final and binding upon all parties to the arbitration.

## **13. Delivery of Award to Parties**



The award shall be deemed delivered to a party upon placement of the award, or a true and correct copy thereof, addressed to the party or its representative at the last known address in the U.S. mail, certified, return receipt requested; personal service of the award, or a true and correct copy thereof; or the filing of the award in any manner that is permitted by law.

**14. Severability**

Except as provided in the clause entitled "Class and Representative Action Waivers," above, if any portion or provision of this Policy is held to be void or unenforceable, the remainder of this Policy will be enforceable and any part may be severed from the remainder, as appropriate.

**15. Judicial Proceedings and Enforcement of Awards**

Either party may bring an action in a court of competent jurisdiction to compel arbitration under this Policy, to enforce an arbitration award, or to vacate an arbitration award.

**16. Expenses**

The expenses of witnesses for either side shall be paid by the party requiring the presence of such witnesses. Each side shall pay its own legal fees and expenses, except where such legal fees and expenses may be awarded under applicable law.

**17. Time Period for Arbitration**

The written Demand for Arbitration must be received within the time period allowed pursuant to the statute, regulation, or other law applicable to the alleged act or omission giving rise to the dispute. Nothing in this Policy relieves any party of the duty to exhaust administrative remedies by filing a charge or complaint with an administrative agency and obtaining a right to sue notice, where required by law.

**18. Interpretation and Application of Procedure**

The arbitrator shall interpret and apply these procedures insofar as they relate to the arbitrator's powers and duties. All other procedures shall be interpreted and applied by the AAA.

**E. CONSIDERATION**

The mutual obligations by UnitedHealth Group and by employee to arbitrate differences provide consideration for each other. UnitedHealth Group's payment of the filing fee in excess of \$25 for employee also constitutes consideration for this Policy. Employee's employment by UnitedHealth Group constitutes additional consideration.

Employee and UnitedHealth Group understand and agree that through this agreement, UnitedHealth Group and employee give up their respective rights to a court or jury trial and that, pursuant to the terms of this Policy, UnitedHealth Group and employee are agreeing to arbitrate claims covered by this Policy.

This Policy supersedes any and all prior versions and has been revised effective January 1, 2016.

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[1] Throughout this Policy, the term "employee" includes both current and former employees of UnitedHealth Group.