

January 8, 2015

Lalitha Meher  
55A, Mangalambigai Nagar, Dr.C.L.Mehtha Salai  
Mangalambigai nagar Thoraipakkam  
Chennai Tamil Nadu 600097

Dear Lalitha Meher,

Further to your recent meetings and discussions with us, we are pleased to offer you employment with **UnitedHealth Group Information Services Private Limited** ("the Company") in the position of **Medical Coding Analyst** at the Company's office located at **Gachibowli, Hyderabad**, on the terms and conditions set out hereinafter:

## EMPLOYMENT

Your effective date of joining shall be no later than **March 16, 2015**. Your employment with the Company shall 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 with us 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 your pre or post-employment background checks, this letter of appointment shall stand revoked automatically (whether you have accepted it or not) and, if you have already commenced employment with the Company, such employment shall automatically terminate without giving rise to any claim for compensation or damages in your favor, but without prejudice to Company's rights and remedies against you.

## PROBATION

You shall serve a minimum probation period of **3 (three) months** from the date of your joining the Company ("Probation") following which your employment with the Company shall be confirmed. The Company reserves the right to extend the Probation period for an additional 3 (three) months in the event of your performance being dissatisfactory. You shall be deemed to continue on Probation until you are confirmed and your confirmation has been communicated to you.

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

During the period of Probation, either the Company or you may at any time terminate this letter of appointment 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. You shall not be entitled to any notice pay if your employment is terminated in accordance with condition 7.6 of Appendix 3 to this letter of appointment.

## PLACE OF POSTING

Your initial place of posting shall be at the Company's office located at **Gachibowli, Hyderabad**. 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 shall 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 a 24X7 basis and is open for 365 days in a year.

## PERFORMANCE OF DUTIES

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

## COMPENSATION

As compensation for services to be rendered, you shall be paid an annual fixed salary of **Rs.333,809.00 (Rupees Three Lakhs Thirty Three Thousand Eight Hundred Nine Only)**. Your cost to the company (CTC) shall be **Rs.397,832.00 (Rupees Three Lakhs Ninety Seven Thousand Eight Hundred Thirty Two Only)** per annum. A detailed compensation structure is provided along with this letter of appointment.

The salary shall be payable on a monthly basis in arrears on or about the last working day of each calendar month, but in no case later than the 7<sup>th</sup> day of the succeeding calendar month. Please note that your salary details are highly confidential and should not be disclosed inside or outside the Company 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 appointment.

## RELOCATION

Relocation assistance shall be provided as per the Company's relocation policy. You shall be entitled to a relocation bonus of **Rs.30,000 (Rupees Thirty Thousand Only)** which will be payable at the time of payment of your first salary.

## BONUS

You shall be eligible for bonus as per the Company's bonus policy.

## TERMINATION OF EMPLOYMENT

During Probation period, either the Company or you may at any time terminate this letter of appointment without cause by giving in writing to the other party, 1 (One) month's notice. Company reserves the right either to accept your pay and allowance / towards the notice period or demand for actual service during the notice period. You shall not be entitled to any notice pay if your employment is terminated in accordance with condition 7.6 of Appendix 3 to this letter of appointment.

After completion of the Probation period, either Company or you may at any time terminate this letter of appointment without cause by giving in writing to the other party, **1 month** notice. The Company reserves the right either to accept your pay and allowance / towards the notice period or demand for actual service during the notice period. You shall not be entitled to any notice pay if your employment is terminated in accordance with condition 7.6 of the Appendix 3 to this letter of appointment.

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

Your employment is conditional upon your acceptance of the standard terms and conditions and the specific provisions contained in Appendix 3.

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

Please note that by signing this letter of appointment, 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 appointment shall be treated as an employment agreement and the terms and conditions of this letter of appointment shall govern your employment with the Company.

This letter of appointment shall automatically stand revoked in the event you do not join the Company on or before the effective date mentioned in this letter of appointment.

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

Congratulations and welcome to UnitedHealth Group Information Services Private Limited. On your first day of employment, please report to our office located at Gachibowli, Hyderabad at 8.30 AM along with the documents as mentioned in the Appendix '2'. Should there be a change in your start date, it is mandatory that the same be communicated to us a week in advance.

Lalitha Meher, we thank you for considering UnitedHealth Group Information Services Private Limited 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, shall put you amongst a team that is committed to excellence in everything we do. We are passionate, energetic and focused. You'll be sharing a culture of leadership and excitement as you begin to do **your life's best work.**<sup>SM</sup>

**For UnitedHealth Group Information Services Private Limited**



**Akshay Sabharwal**  
Director Recruitment Services

I accept this letter of appointment on the terms and conditions as described herein.

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
Lalitha Meher

Date: \_\_\_\_\_

## Appendix 1

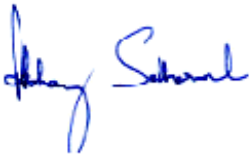
- i. Employees shall be entitled to health, personal accident and life insurance benefits as per the Company's policy (over and above CTC)
- ii. Gratuity shall be paid as per the Gratuity Act (over and above CTC)
- iii. Employees shall be eligible for provident fund as per the Employees Provident Fund and Miscellaneous Provisions Act, 1952
- iv. Employees shall be eligible for Employees State Insurance as per the Employees State Insurance Act, 1948
- v. No payment under the bonus is guaranteed and is subject to attainment of corporate and business unit's financial performance thresholds as well as individual performance ratings attained for the year as per the Company discretion.
- vi. Take home salary shall be net of provident fund & income tax deductions depending on your savings under various schemes. Also, the monthly take home shall be impacted depending on the reimbursements claims every month.
- vii. Leave travel allowance (LTA) shall be payable once in a year as governed by the internal policy of the Company.

## Appendix 2

Please come prepared with the following documents (photocopies & originals) on your first day of joining:

- HIGHEST DEGREE CERTIFICATE
- PAN CARD
- DATE OF BIRTH PROOF – CLASS Xth CERTIFICATE OR PAN CARD
- 2 PASSPORT SIZE PHOTOGRAPHS
- RELIEVING LETTER / EXPERIENCE CERTIFICATE FROM ALL THE ORGANIZATIONS WORKED IN LAST 5 YEARS

Your employment with the Company shall be subject to submission of the above documents and required joining forms within 30 (thirty) days of your joining. The Company reserves the right to terminate your employment, in the event the above documents and forms are not submitted within the time stated above.

A handwritten signature in blue ink, appearing to read 'Ajay Sahni', is located at the bottom left of the page.

## 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 and shall be deemed to be an integral part thereof. Your employment is conditional upon your acceptance of the standard terms and conditions detailed herein.**

#### 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 employees, 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 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 letter of appointment.

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 the employment benefits provided to you, within and outside the Company.

1.4 You agree and confirm that the terms and conditions of this Section 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 Company's continuing relationships with its other employees, (b) disparage the Company with such other employees, (c) attempt to induce such other employees to leave their employment with the Company, (d) interfere with the Company's continuing relationships with its suppliers or customers, (e) disparage the Company with suppliers or customers, (f) sell, attempt to sell or solicit the sale of products competitive with those of the Company to the Company's customers, or (g) take any action to discourage or divert any suppliers or customers from doing business with the Company.

#### 3. NON-COMPETITION

3.1 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 engage yourself 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 services and 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 the products. You acknowledge that the Company's business is global in scope and therefore the "Territory" referred to above shall include the entire world.

3.2 Notification Requirement: Until 6 (six) months after the period set forth in Section 3.1, 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 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 times 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 patents, 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.

You shall not use the name and/or logo of the Company for any purpose whatsoever nor shall you use any copyright, patent, trademark, trade name, registered design or any other like right vested in the Company except for performing services stipulated in the letter of appointment.

## **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 shall be regarded as a disciplinary or capability matter. Your immediate superior shall normally deal with minor disciplinary matters. The procedure for more serious offences including major misconduct shall be dealt in the manner 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 appointment. 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 shall 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 During Probation period either the Company or you may at any time terminate your employment with the Company, without cause, by giving in writing to the other party, 1 (one) month's 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. You shall not be entitled to any notice pay if your employment is terminated in accordance with condition set forth in Section 7.6 below.

7.2 After completion of the Probation period, either the Company or you may at any time terminate your employment, without cause, by giving in writing to the other party, 1 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.

7.3 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.

7.4 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.

7.5 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 Section 3 of the letter of appointment, 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 shall continue to be paid and to enjoy normal contractual benefits during any such period, except in the case of suspension. You shall not be entitled to engage in any other employment, work or business during this notice period.

7.6 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 appointment ;Breach of any clauses of the Company's regulations/policies as referenced in Section 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 Section 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 7.6 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 appointment or from performing your duties and providing services under this agreement of employment on the terms and condition contained herein.

## **9. INTERPRETATION**

If any of the provisions of this letter of appointment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provisions of this letter of appointment, and this letter of appointment shall be construed as if such invalid, illegal or unenforceable provision has never been contained in this letter of appointment. If, moreover, any one or more of the provisions contained in this letter of appointment shall for any reason be held to be excessively broad as to duration, 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 the 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 appointment or the breach thereof shall be settled by a senior officer of the Company and the decision made in pursuance thereof shall be binding on you and the Company.

## **11. WAIVER OF BREACH**

Any waiver by the Company of a breach of any provision of this letter of appointment shall not operate or be construed as a waiver of any subsequent breach.

## **12. EMPLOYEE PERSONAL INFORMATION**

12.1. The Company understands that privacy of information is important to you. The Company does not sell or otherwise share personally identifiable information except as provided below.

12.2. You consent to the processing and use of your Personal Data held by the Company for legal, personnel, administrative and/or management purposes. You further consent to the transfer of your Personal Data to other members of the UnitedHealth Group and to other third parties including those who provide products or services to the Company (such as benefit providers, record maintenance and payroll administrators), legal counsel, regulatory authorities, potential or future employers and potential purchasers of the Company or the business in which you work provided that the transfer is for one of the purposes referred to above, even where the recipient of the data is located in a country or territory which does not maintain adequate data protection standards but where the Company has nevertheless installed reasonable technical safeguards to avoid unauthorized access.

12.3. I further consent to my Personal Data being stored on a central database in the USA or wherever it may be located in the future, which is accessible by persons from the UnitedHealth Group and other third parties mentioned above in a number of different countries or territories, including countries and territories which do not maintain adequate data protection standards. For

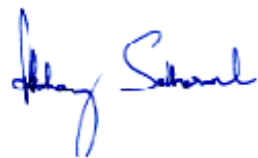
the purposes of this consent, "Personal Data" includes, but is not limited to: name, address and contact details, date of birth, marital status, educational background, employment application, history with the company, job title, areas of expertise, details of salary and benefits, social security number, bank details, performance appraisals, salary reviews, records relating to holiday and other leave, working time records, details of any shares of common stock or directorships of the Company or any other member of the UnitedHealth Group held by you, details of all stock options, phantom stock options, or any entitlement to shares of common stock of the Company or any other member of the UnitedHealth Group awarded, cancelled, exercised, vested, unvested or outstanding in your favor and other management records. Personal Data also includes Sensitive Personal Data relating to your health (including information in the employee medical questionnaire, records of sickness absence, medical certificates and reports).

### **13. OTHERS**

13.1. You shall 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 appointment. In case of any conflict between this letter of appointment 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: Section 1, 2, 3, 4 & 12.3 shall survive the termination of this letter of appointment.

A handwritten signature in blue ink, appearing to read "May Samuel". The signature is written in a cursive, flowing style.



## **Appendix 4**

### **I. RELOCATION ASSISTANCE**

The relocation policy applies to newly hired employees relocating from different cities in India to the Company's work locations within India, where such relocation benefit is agreed at the time of the hiring with the recruiter. For eligibility and relocation benefits entitlement purposes, the "current" residence is defined as the employee's principal address on record at the time of offer of the employment.

Relocation benefits are applicable when such eligible employees are relocating on Company's request to another city and where the move is more than 100 (hundred) kilometers from his/her current place of residence.

Family members eligible for assistance under the policy include the employee and his or her dependents who will continue to reside with the eligible employee in the new work location and who are currently claimed as dependents by the employee for tax filing purposes. Dependents for the purpose of this relocation policy are spouse and maximum up to 2(two) children only.

### **II. COMPLETION OF RELOCATION**

Relocation benefits must be exercised and completed within 3 (three) months of the effective date of transfer. The effective date of transfer shall be the date on which the employee physically reports to work at the new location. All relocation benefits shall cease upon subsequent relocation, termination, or separation from the Company.

### **III. RELOCATION EXPENSE REPAYMENT AGREEMENT**

The Company considers relocation expenses to be a valuable investment in the development of its employees and the Company. Therefore, should the employee chose to voluntarily terminate employment with the Company during the 12 (twelve) month period immediately following the effective date of availing the relocation benefit, or should the employee be terminated by the Company , the employee will be required to repay the Company 100% of the relocation amount paid to employee. This should be read in conjunction with the Company's separation policy.

Each employee relocating under this policy must sign a relocation expense repayment agreement (Relocation Agreement) before relocation support services can be exercised.

The repayment will be due and payable to the Company immediately upon employee's voluntary/ involuntary termination. Relocation assistance shall be provided as per Company's relocation policy.

