November 11, 2020

Manish Sharma
Building No 5−15−11, Plot No 12, 2nd Floor Sheshachala Colony, West Marredpally, Secunderabad
Hyderabad Telangana
500026

Dear Manish Sharma,

Further to your recent meetings and discussions with us, we are pleased to offer you employment with Optum Global Solutions (India) Pvt. Ltd. (formerly known as QSSI Technologies India Pvt. Ltd.) ("the Company") a UnitedHealth Group Company, in the position of **Assistant Manager** at **salary grade 25.** Your work location shall be at Company's office located at **Raheja, Hyderabad**. The terms and conditions of your employment are set out hereinafter:

EMPLOYMENT

We are pleased to extend this offer to you basis the selection process administered. Your effective date of joining shall be no later than **November 18, 2020**. Your employment with the Company shall be subject to the timely submission of the following listed mandatory documents for background verification purposes, to be submitted prior to or latest by your Start Date. 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, are required for your employment with the company:

(i) Highest Degree Certificate
(ii) PAN Card OR Passport
(iii) Relieving Letter/ Experience Letter from all the organizations worked in last 5 years, except for the immediate last employer for which you will be granted 45 days from your start 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 your employment will be subject to 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 **90 days** 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 for confirmation extension. The Company reserves the right to extend the probation period for an additional Ninety (90) days in the event that your performance is not up to expectation.

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 which 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 your employment without cause by giving in writing to the other party, Thirty (30) days 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 the Appendix 3 to this letter of appointment.

PLACE OF POSTING

Your initial place of posting shall be at the Company's office located at **Raheja, Hyderabad**. The Company works across different geographies providing services to its clients and you may be required to go through appropriate induction and orientation along with necessary training programme. The training is given to ensure that you are compliant with the best practices followed by the Company on a worldwide basis. 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 **Assistant Manager** 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.770,880.00**, **(Rupees Seven Lakhs Seventy Thousand Eight Hundred Eighty Only)**. Your cost to the Company (CTC) shall be **Rs.891,882.00**, **(Rupees Eight Lakhs Ninety One Thousand Eight Hundred and Eighty 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 7th 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.

BONUS

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

TERMINATION OF EMPLOYMENT

During 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, Thirty (30) days 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 the 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, 90 days 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.

However, notwithstanding the above, the Employee must refer to the Company's Separation Policy (as available on Company's intranet link) for the notice period days applicable to them based on their entity, grade and employment status at the time of resignation.

The notice period matrix, as provided under the Company's Separation Policy, shall be applicable with the change in employee job family, job role and employment status. The provisions of the notice period matrix, as provided under the Company's Separation Policy, shall over −ride the notice period as stipulated in the appointment contract or any other document issued before this date. No separate individual employee consent shall be necessary for applicability of this clause.

In case of any conflict pertaining to the notice period between this Offer letter and the prevalent Separation Policy of the Company, the contents of the Separation Policy shall take precedence over the terms of this offer letter and shall be binding on the employee.

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 **Optum Global Solutions (India) Pvt. Ltd.,** We are confident that your employment with the Company shall prove mutually beneficial and rewarding and we look forward to having you join us.

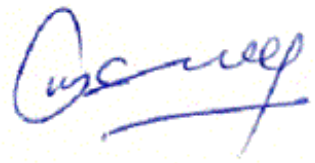
Congratulations and welcome to **Optum Global Solutions (India) Pvt. Ltd.** You shall be receiving an e−mail communication from us shortly for your new hire orientation training. You are requested to attend the same on your first day of reporting along with the documents as mentioned in the Appendix '2'. Should there be a change in your start date, it is mandatory that the same be communicated to us a week in advance.

Manish Sharma, we thank you for considering **Optum Global Solutions (India) Pvt. Ltd.** 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.**[SM]

For Optum Global Solutions (India) Private Limited



Sumek Gopal
Vice President I Human Capital

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

ACKNOWLEDGEMENT:

_____ Date: _____
Manish Sharma

Appendix 1

Employees shall be entitled to health, personal accident and life insurance benefits as per the Company's policy (over and above CTC)

i. Gratuity shall be paid as per the Gratuity Act (over and above CTC)
ii. Employees shall be eligible for provident fund as per the Employees Provident Fund and Miscellaneous Provisions Act, 1952
iii. Employees shall be eligible for Employees State Insurance as per the Employees State Insurance Act, 1948
iv. No payment under the Rewarding Results Plan/ 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.
v. 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.
vi. Leave travel allowance (LTA) shall be payable once in a year as governed by the internal policy of the Company.
viii. In case of female employee, key maternity benefits as available under Maternity Benefit Act, 1961, read along with amendments/ state rules, as amended from time to time, are detailed out under the relevant Company's policy and same are further summarized under Appendix 1 of this letter for your reference.

You shall be entitled to avail maternity leave as per your eligibility*, as shown in the table below. The maternity leave is inclusive of weekly offs, and public and national holidays.

*Eligibility: All women employees who have worked for a minimum of 80 (eighty) days of service with the company in the period of twelve months immediately preceding the date of her expected delivery or child is handed over to the commissioning/adopting mother, or date of miscarriage/medical termination are eligible for paid maternity leave.

Types of Maternity Leaves − Leave Entitlement (in Weeks)

i. Maternity Leave up to two (2) surviving children 26
ii. Maternity Leave in case of two (2) or more children 12
iii. Commissioning Mother 12
iv. Adopting Mother 12
v. Leave for miscarriage/medical termination 6
vi. Tubectomy Operation 2

Additional Benefits:

In case the nature of work permits, the reporting manager at his/her own discretion may approve work from home option for you after the maternity leaves have exhausted. However, the duration has to be mutually agreed by you and your manager.

"You shall be entitled to avail crèche facility as per daycare benefit policy."

Appendix 2

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

- Highest Degree Certificate OR Highest Qualification Marksheet
- PAN CARD − In case you do not have PAN CARD, please apply for a PAN CARD and submit a copy of 'Acknowledgement of PAN CARD Application'
- Date of Birth Proof − Class Xth Certificate
- 6 passport size photographs
- Relieving letter / Experience letter for your immediate last employment Incase the relieving letter has not been issued as yet, kindly carry a copy of your resignation acceptance
- Copy of UAN CARD or FORM 11 (downloaded from EPFO portal) This is applicable for the employees with prior work experience, if UAN has been issued by the previous employer
- Copy of AADHAAR CARD − In case you do not have AADHAAR, please apply for AADHAAR and submit a copy of 'Acknowledgement of AADHAAR Application'
- Cancelled Cheque Leaf if monthly fixed salary is INR 21000 or less.

Your employment with the Company shall be subject to submission of the above documents and required joining forms within 45 (forty five) 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.



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/outsiders 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) months' 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, notice of 90 days 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;
ii. Unauthorized absence beyond a period of seven consecutive days;
iii. Inability to perform your duties beyond a period of thirty (30) days, whether on medical grounds or on any other grounds;
iv. Physical or mental incapacitation to perform your duties;
v. 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;
vi. Commission of any act detrimental to the interests of the Company;
vii. Commission of any act of moral turpitude;
viii. Misconduct;
ix. Commission of an act of insolvency;
x. Conviction in any court of law for the commission of any crime; or
xi. 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. You further consent to your 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.

