



Optum Health & Technology (India) Pvt. Ltd.

ITC Green Centre, Northeast Wing, 3rd Floor,
No.18, Banaswadi Main Road, Maruthiseva Nagar
Bangalore 560005

optum.com

1st July 2023

**Sumit Rajpurohit,
No: 17, D.B Hospital, Staff Quarter,
Churu, Rajasthan - 331001.**

Dear **Sumit Rajpurohit,**

Further to your recent meetings and discussions with us, we are pleased to offer you employment with **Optum Health & Technology (India) Private Limited** ("the Company") in the position of **Associate Data Scientist** at the Company's office located at **Chennai**, on the terms and conditions set out hereinafter:

EMPLOYMENT

Your effective date of joining shall be no later than **3rd July 2023**. 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.

Any reference to the Company's policies in this offer letter means OHT-Epi Source policies.

PROBATION

You shall serve a minimum probation period as follows from the date of your joining the Company ("Probation") following which your employment with the Company shall be confirmed.

- 4-6 months for Trainees & Medical Coders
- 6 months for Executive coder to Team coach/QA and support functions
- 6-9 months for TL to AM

The Company reserves the right to extend the Probation period for an additional 90 days 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 or HRMS portal

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.

Registered Office: ITC Green Centre Northeast Wing 3rd Floor, No. 18, Banaswadi Main Road Maruthiseva Nagar Bangalore 560005

CIN: U74910KA2005PTC036515, Phone +91 80 4257300 Email: incontact@optum.com, Website: www.optum.com



PLACE OF POSTING

Your initial place of posting shall be at the Company's office located at **Chennai**. 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 **Associate Data Scientist** 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 salary of **INR ₹ 10,50,000/-** Your cost to the company (CTC) shall be 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.

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) months' 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, **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.

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.



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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 Health and Technology (India) 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 Optum Health and Technology (India) Private Limited. On your first day of employment, please report to our office located at **Chennai** 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.

Sumit Rajpurohit, we thank you for considering Optum Health and Technology (India) 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**.SM

For Optum Health and Technology (India) Private Limited

Amber Alam - Director

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

ACKNOWLEDGEMENT:

Date: _____

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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. 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.
- v. Leave travel allowance (LTA) shall be payable once in a year as governed by the internal policy of the Company.
- vi. In case of female employee, key maternity benefits shall be given as provided under Maternity Benefit Act, 1961, read along with amendments/ state rules, as amended from time to time.

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.

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) 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, 90 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.

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
- ii. 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,
- vii. and whether at the time of appointment or prior or subsequent thereto;
- viii. Commission of any act detrimental to the interests of the Company;
- ix. Commission of any act of moral turpitude;
- x. Misconduct;
- xi. Commission of an act of insolvency;
- xii. Conviction in any court of law for the commission of any crime; or
- xiii. 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 unenforceability 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.



ANNEXURE

Name : Sumit Rajpurohit		
Designation : Associate Data Scientist		
SALARY COMPONENTS	ANNUALLY (₹)	MONTHLY (₹)
Basic	3,57,000	29,750
HRA	2,62,500	21,875
Statutory Bonus	7,000	583
Provident Fund	21,600	1,800
Gratuity	17,172	1,431
Mediclaime Insurance	7,044	587
Other Allowances	3,77,684	31,474
CTC	10,50,000	87,500

The Gratuity accrued is payable to the employee as per the provisions of the Payment of Gratuity Act. The structure is subject to tax deduction as applicable at source and applicable statutory rules.

CTC is a confidential information. Disclosure of your CTC will be considered as violation of code of conduct.