

Ref: AI / REQ2018-18455/ 2019

June 11, 2019

Mr Vishal Dhondiram Gadade

Audumbar Appartment, Bajirao Road,  
Nava Vishnu Chowk, 1362 Sadhashiv Peth, Pune City,  
S P College, Pune , Maharashtra 411030

**Sub: Your Offer of Employment as MS Sr Quality Engineer**

Dear Vishal,

With reference to your application and subsequent interviews you had with us, we are very pleased to confirm our offer of employment to join Allscripts (India) LLP ("Allscripts"). We value your abilities and believe that you will find our work environment to be challenging as well as fulfilling.

Your title will be **MS Sr Quality Engineer** which would be used for communication within and outside Allscripts and feature in our records, applications, databases and visiting/business cards.

Your date of joining will be **July 15, 2019**, following your acceptance of this letter and you are required to report to work at **9:00 AM** on your start date.

Your initial **Total Fixed Compensation** would be **INR 1,320,000 (Rupees Thirteen Lakh Twenty Thousand Only) per annum**, which will be paid pursuant to Allscripts payroll policies and will be subject to applicable deductions. A detailed break-up is provided in the **Compensation Break-up Sheet**, at the end of this letter. Your compensation structure could change from time to time. This is to notify you that the salary information is **strictly confidential** and hence you will not disclose the same to any other employee of Allscripts or to the employees of any of the group companies in Allscripts except to the extent required by the **HR Department** of Allscripts.

In addition to the above, you will be eligible for the Company's **retention and benefits program**, in force, as per the specified policy guidelines. The highlights of these programs are provided in the **Compensation Break-up Sheet**.

You are required to comply with all the policies of the company issued from time to time. On the question of interpretation of any of the terms and conditions, the decision of the Company Management shall be final and binding on you. Your initial place of posting is **Pune**. However, your services are liable to be transferred, at the discretion of the company, from one location to another in India or outside India. In case, you are deputed onsite by the company for any training, you will have to execute an agreement as per the rules and regulations of the company.

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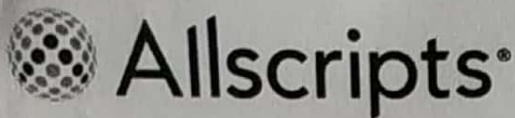
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**Allscripts (India) LLP**  
LLPIN: AAI-8915

(Formerly known as **Allscripts (India) Private Limited**)

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"This offer letter is subject to you complying with the following: -

PAN card and Passport copy is mandatory for all the candidates. In case you do not have passport or PAN card, you are expected to apply immediately and produce the receipt as proof of application before joining. You are expected to complete the process at the earliest but no later than 1 month from date of joining. Please note that your employment can be terminated in case these documents are not furnished within 1 month of joining"

#### Employment Clause:

1. Your employment with the Company is subject to termination on:
  - a. 60 days prior notice by either side
2. The Company reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.
3. For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with the Company, and that your termination/resignation letter (by whatever name it is called) will be accepted by the Company only on your satisfying the mandatory 60 days' notice period. Further, till such time as the Company accepts your resignation letter, you will be deemed to be an employee of the Company and the terms and conditions of your employment will still continue to bind you. You agree to indemnify and keep the Company indemnified against all the costs, charges, expenses, losses and damages suffered by the Company as a result of your failure to serve the mandatory notice period of 60 days. Further, in case of termination/resignation by you, Company shall be entitled to release you at any time during the notice period and in such event, you will be entitled to remuneration till the date of your release by the Company.
4. The Company shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:
  - a. You neglect, refuse, fail to perform any of your duties or for any reason you are unable to perform any of your duties or comply with the Company policies and code of conduct; or
  - b. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an un-discharged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc.) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or
  - c. You commit any breach of any of your duties or obligations under your terms of employment or the policies of the Company.
  - d. There is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the information provided by you. In the event of termination under Clause 'b' above, you shall not be entitled to any benefits whatsoever.

The **New Hire Information Sheet** attached to this letter as **Exhibit I** and made a part of this letter, your Non-Disclosure Agreement/Proprietary Interest Protection Agreement (PIPA) and any written supplement to this letter that references this letter (collectively, the "**New Hire Letter**") state the entire understanding between you and Allscripts and supersede and replace all prior and contemporaneous, oral and written, agreements, understandings, negotiations and discussions concerning your offer of employment with Allscripts. Your signature

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below confirms that nothing has been represented or promised to you except as specifically set forth in this New Hire Letter.

**Vishal**, it is a pleasure to extend this offer to you and we look forward to having you join the Allscripts team. We appreciate the time you have spent with us throughout the recruiting process and ask that you respond to our offer no later than **June 13, 2019**; after that date this offer will no longer be valid. If you accept our offer on the terms set forth in this letter and Exhibit I, please sign this letter, the New Hire Information Sheet attached as Exhibit I, and the electronic Non-Disclosure Agreement/Proprietary Interest Protection Agreement in the spaces provided and return to the **HR Department** at our **Pune** office. The file copies are for your records. The execution and return of this letter, including agreement to the terms of Exhibit I and the Non-Disclosure Agreement/Proprietary Interest Protection Agreement, and completion of the New Hire Information Sheet are conditions precedent to your employment. When you have returned these documents to us, it will govern your employment with Allscripts. We advise/suggest you to clarify as many doubts before making your decision regarding the offer. We also suggest that you discuss other opportunities inside your current company and with other companies that you may be interested in. After you have all the inputs and offers, we would be delighted if you decide to accept our offer and confirm your intent to join on the specified date.

**At the time of offer acceptance**, you are required to submit the following documents/information to the **Talent Acquisition team**, if not submitted earlier:

1.	Duly filled in Employee Data Form	
2.	Proof of Scholastic qualifications	- 10 <sup>th</sup> & 12 <sup>th</sup> standard Passing Certificate and Mark sheet.
3.	Proof of Technical qualifications	- Degree certificate and Mark sheet, Technical certifications.
4.	Proof of Current Address	- Copy of Registered Rent agreement/Leave and License Agreement OR Gas connection in your name OR Police Verification Statement
5.	Proof of Employment	- Latest Employer's appointment letter, Title change letter OR Compensation change letter, Last 2 pay-slips, Resignation Acceptance OR Resignation Letter. - Relieving Letters from all other previous employers
6.	Proof of Name Change	- In cases, where there is a change in name due to marriage or any other reason a copy of marriage certificate and/or court affidavit indicating the changed name is required.
7.	Copy of Passport	- Also include copy of valid VISA(s) if applicable.
8.	Copy of PAN	

**Note:**

- ✦ Please carry original documents/certificates for verification.
- ✦ Please carry 1 set of hard copy of all documents outlined above and also have its soft (scanned) copies.
- ✦ For Proof of Employment, please provide the above documents for all companies you have worked for.

On the **start date**, you are requested to submit the following documents/information to the **HR Department**:

1. 2 passport size photographs
2. Copy of your Relieving Letter from the current/latest employer, duly signed by the appropriate authority. However, if relieving letter is not available, you may submit Resignation Acceptance Letter duly signed by

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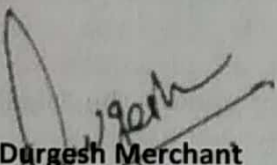
# Allscripts®

[www.allscripts.com](http://www.allscripts.com)

current/latest employer and submit the actual relieving letter within 60 days from the date of joining Allscripts.

You will be required to carry original documents on your date of joining. It is mandatory to submit the relieving letter from your current/latest employer within one month of your joining, if not submitted on the start date. You will be issued with a detailed Appointment Letter on your joining. You are requested to sign the duplicate copy of this Offer Letter as a token of your acceptance of the same and return it to **the HR Department on your start date**. If you need assistance, or have any questions, please contact your **HR Representative**. We heartily welcome you to Allscripts and look forward to a long and meaningful association with our Company. We anticipate your co-operation, contribution, support and commitment and encourage you to be a vital part of creating and fostering a workplace that is characterized by fun, success and progress of the Company.

Thanking you,  
For Allscripts (India) LLP

  
**Durgesh Merchant**  
Sr Manager HR Operations


Please feel free to write to [Durgesh.Merchant@allscripts.com](mailto:Durgesh.Merchant@allscripts.com) for any feedback on the interview/onboarding process.

**Enclosure(s):**

- Compensation Break-up Sheet
- Exhibit 1 – New Hire Information Sheet
- Copy of Non-Disclosure Agreement (PIPA - Proprietary Interest Protection Agreement)
- Relocation Policy (if applicable)

I have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to the offer of employment received from the Company. I am under no obligation or compulsion to accept these terms and conditions of employment and I accept it on my own free choice and will.

I am fully informed and I acknowledge that the **first name** and **last name** stated above will be the official name for all correspondences, records and internal transactions. I do hereby state and accept this offer that I intend to join on **July 15, 2019**. If for any unforeseen reasons, I am unable to join at the aforesaid date of joining after accepting the offer, I will notify the same to Allscripts in writing at least **15 (Fifteen) days** prior to the said start date. I understand that failure to show up on the confirmed date without the said intimation or resignation within 60 days of joining, may make me ineligible for future recruitment at Allscripts and further the Company may share my name and the details of such no-shows with other entities.

Signed   
**Vishal Dhondiram Gadade**

Date of acknowledging offer: 12/06/19

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**EXHIBIT I**

**Allscripts Corporation and Subsidiaries ("Allscripts")  
New Hire Information Sheet**

**Performance Review:** Allscripts conducts annual performance reviews for employees with at least three (3) months' tenure, those fulltime employees on the rolls of the Company as on September, with any merit increases becoming effective early in the following year i.e. effective April of the following calendar year. This schedule is subject to change at the Company's discretion. Compensation increases are discretionary, and any merit increases may be pro-rated for employees who have not completed a full year of service.

**Paid Time Off:** Paid time off shall be available to and may be taken by eligible employees pursuant to Allscripts paid time off benefit policy. You will be eligible for 24 days of paid vacation time per calendar year, pro-rated for the remainder of the calendar year in which your employment commences, in addition to holiday time in accordance with Allscripts benefits policy.

**Benefits:** Subject to eligibility requirements, you will be entitled to participate in company-sponsored benefit programs that are in effect from time to time. You will receive access to such documents and procedures through Allscripts employee Intranet website promptly upon commencement of employment however these could change from time to time and the latest policy documents available on the intranet will apply.

**a. Insurance Coverage:**

- i. Group Mediciam Insurance coverage self + 3 persons (spouse and up to two children of the age up to 21). If you are unmarried, only you will be covered under the scheme. Parents/In-laws are not covered in this policy, but optional parental coverage is available on a self-pay basis. General coverage is INR 300,000/- per annum per family. Additional coverage of INR 250,000/- is available for certain critical illnesses. Additional corporate buffer is available up to INR 200,000/- at the discretion of management and surplus buffer available. Therefore, total coverage amount can be as high as INR 750,000/- per annum per family.
- ii. Group Personal Accident policy coverage for self, up to an amount equivalent to 3 times annual fixed compensation.
- iii. Group Term Life policy coverage for self, up to an amount equivalent to 3 times annual fixed compensation.

**b. Housing Assistance Program (HAP):**

HAP intends to encourage and assist you in achieving your aspiration of owning a house for your own living purpose in the city of your posting. Eligibility is @ 20% of the amount certified as paid in the final loan repayment certificate, subject to a maximum of 8.33% of the earned fixed compensation in the fiscal year. More details regarding HAP are available in the HAP policy on the intranet of the Company.

**c. Education Assistance Program (EAP):**

EAP promotes learning and development initiatives taken by you towards self-development by providing financial assistance by way of reimbursement towards expenses for pursuing higher education to enhance productivity and upgrading your skill sets. Eligibility is @ 10% of the earned fixed compensation in the fiscal year. The payout under this plan will be made quarterly, i.e., in four cycles in a fiscal year, which are in July, October, January and April payroll. More details available in the EAP policy.

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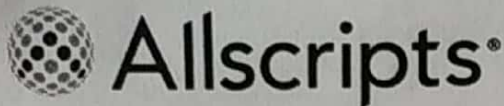
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**Pre and Post employment Investigations:** As a condition of employment, you have agreed to allow Allscripts to conduct investigations to verify your educational qualifications, prior work experience and criminal record, if any, as permitted by law prior to and during the course of employment as the Company sees fit to require. This offer is on the basis of the information furnished by you. If such investigation discloses a matter which affects your suitability for employment with the Company, your employment may be terminated without notice or severance compensation. The suitability for employment shall be determined by the Company.

**Confidentiality and Inventions:** As a condition of employment with Allscripts you must adhere to Allscripts standard Proprietary Interest Protection Agreement which among other things prohibits you from disclosing or using confidential information about Allscripts except in performance of your duties at Allscripts, provides that inventions or works of authorship that you create in the course of your employment belong to Allscripts, and prohibits you from bringing confidential information of prior employers or other third parties to Allscripts or using it in connection with your work at Allscripts, and restricts certain activities that could harm the business of Allscripts. You acknowledge that you have divulged information and provided copies to Allscripts, where ever applicable and doing so are not violating your obligations to prior employers, of any and all legally appropriate and enforceable agreements that you are subject to with another organization, including, but not limited to non-disclosure and non-solicitation obligations and other legally valid and enforceable restrictions on activities that would infringe the rights of your prior employers. Allscripts expects that you will abide by any such agreements(s) and requires that you do not disclose or use another company's confidential or proprietary information in the context of your employment at Allscripts.

**Best Efforts:** You agree that during your employment with Allscripts, you will devote all your professional efforts and time to the performance of your duties and the advancement of Allscripts' interest and shall not engage in any other employment, profitable activities, commercial activities or other pursuits which would cause you to utilize or disclose confidential information or trade secrets about Allscripts, which will reflect adversely on Allscripts or which may in any way affect your time devoted to Allscripts or your efficiency as an employee of Allscripts. This obligation shall include, but is not limited to, obtaining written consent of Allscripts prior to performing tasks for customers of Allscripts outside of your official duties at Allscripts, giving speeches or writing articles about the business of Allscripts, improperly using the name of Allscripts, or identifying your association or position with our company in a manner that reflects unfavorably upon Allscripts. You will at all times during your employment with Allscripts strictly adhere to all terms and conditions and obligations imposed upon you by the Allscripts Conflict of Interest Policy.

**Warranty:** You warrant not to disclose to Allscripts, or use in your work for Allscripts, any confidential information and/or trade secrets belonging to others, including without limitation, your prior employers, or any prior inventions made by you and which Allscripts is not otherwise legally entitled to know about or use. Furthermore, you represent to and covenant with Allscripts that (i) you are under no contractual or other restrictions or obligations that are inconsistent with your obligations arising in connection with your employment with Allscripts, (ii) you have not and will not breach any obligations to any prior employer or other third party during your employment with Allscripts, and (iii) you will indemnify and make good all claims, losses and costs that Allscripts may incur with regard to any breach of contractual obligations or any unauthorized disclosure of confidential information of a third party by you.

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**Employment Policies:** Your employment will be subject to the employment policies at Allscripts, in effect from time to time. Unless otherwise provided in a separate written commitment to you signed on behalf of Allscripts by an authorized officer, your employment with Allscripts will not be a continuation of any previous employment and the terms and conditions of your employment with prior employers, including but not limited to severance benefits, accrued vacation, seniority and other benefits, will not apply to your employment with Allscripts. Allscripts Code of Ethics and employment policies are available on the Allscripts employee Intranet website. The Code of Ethics and employment policies contain information regarding Allscripts policies, procedures and benefits that affect you as an employee and you should read them periodically to be informed about any changes that may be made. Allscripts reserves the right to change, alter, supplement or rescind its employment procedures, benefits or policies (other than the employment clause), including its incentive or bonus and severance policies and plans, at any time in its sole and absolute discretion without notice. You are responsible for reviewing and complying with Allscripts Code of Ethics, employment policies and any future additions, amendments or changes in these policies and documents.

**Information Security:** The information security guidelines of Allscripts are included in the manual and policies are available for your review on the Allscripts employee Intranet website. It is your responsibility to read these guidelines and policies in detail and to direct any questions regarding your obligations related to information security and data privacy to your immediate supervisor. Questions or information regarding a security breach involving patient health information or obligations under HIPAA should be directed to the Legal Department. You will be notified of any changes to these guidelines via email and it is your responsibility to read any such changes by accessing the Allscripts employee Intranet website.

**Arbitration:** The Company's goal is to quickly resolve any disputes that may arise with its employees. Therefore, you and Allscripts (including its successors, assigns and affiliates) agree that except as set forth in the Proprietary Interest Protection Agreement, any disputes, disagreements, claims or controversies which relate in any manner to your employment with Allscripts or the termination thereof, including claims of wrongful termination, breach of contract, public policy violation, harassment, discrimination, defamation, fraud, infliction of emotional distress or other claims under central, state or local law (excluding unemployment and workers' compensation claims and other claims deemed by a court of competent jurisdiction not to be subject to mandatory arbitration), shall be resolved exclusively by final and binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or amendment thereof. Such dispute, disagreements, claims or controversies or difference shall be referred to sole arbitration of **Country Leader, Allscripts India**, our key official, who shall act as arbitrator or any other person appointed by him, if any, shall act as sole arbitrator. In the event of such Arbitrator to whom the matter or dispute is originally referred to is being transferred or vacates his office on resignation or otherwise, or refuses to do work or neglects his work or being unable to act as Arbitrator for any reasons whatsoever, Allscripts shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. Award that may be passed by such Arbitrator shall be final and binding on Allscripts and you. I acknowledge receipt of a copy of this Exhibit I setting forth terms that govern my employment with Allscripts Corporation or any of its subsidiaries.

Signed

Vishal Dhondiram Gadade

Date:

12/06/19

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