

APPOINTMENT LETTER**July 1, 2021****Mr. Vivek Gawari**

A-609, Kamalraj Parijat,
Landmark – Near Tanish Homes,
Dattanagar, Dighi,
Pune – 411 015

Sub: Your Appointment as Expert Software Engineer- Employee No. 884693Dear **Vivek**,

Please refer to our offer of employment dated **April 22, 2021** which was accepted by you. We are happy to offer you employment with Allscripts. Your employment, with immediate effect, will be governed by following terms & conditions:

Your title will be **Expert Software Engineer**, which would be used for all the communication of Allscripts and would reflect in our records, applications and databases

1. **DATE OF JOINING:** You have joined the services of the Company on **June 28, 2021**.
2. **COMPENSATION :**
 - i **Fixed Compensation:** You shall be paid a gross compensation of **Rs 2,100,000 (Rupees Twenty One Lakh Only)** as per the details attached. Salient features are as given below and detailed break-up is provided in the **Compensation Break-up Sheet**, at the end of this letter.
 - ii **Flexi-basket** is designed to make the compensation structure tax friendly, reducing the burden of tax in the hands of employee. The flexi-basket shall cover Meal Vouchers, Children's Education Allowance. This shall be payable at your option (to be exercised by you and declared with payroll vendor) either periodically on production of necessary documentary proof and/or as a **Personal Pay** on a monthly apportioned basis and shall be taxable subject to the Income Tax Rules in force from time to time.
 - iii **Voluntary Provident Fund** gives a major tax benefit for you on the entire contribution to the provident fund; however the employer contribution will remain unchanged @ 12%. You have an option to increase your individual contribution towards the EPF from 12% to a max of 20% at the time of joining. Any change thereafter will be possible only in the following March each year. If you do not opt for any change by default your share will be considered as 12%.
 - iv **Other benefits (subject to change and 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 up to the age of 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 Rs. 300,000/- per annum per family. Additional coverage of Rs. 250,000/- is available for certain critical illnesses. Additional corporate buffer is available up to Rs. 200,000/- at the discretion of management and surplus buffer available. Therefore, total coverage amount can be as high as Rs. 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 your city of posting. Eligibility is @ 25% 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 Company intranet.

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

Educational Assistance Program is designed to promote learning and development initiatives taken by the employees towards self-development by providing financial assistance by way of reimbursement towards expenses for pursuing higher education to enhance the productivity of the individual by upgrading their 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.

- v All the statutory benefits such as Provident Fund, Gratuity, Bonus, if applicable, will be computed as per the prevailing laws.
- vi Your emoluments will be subject to statutory and legal deductions as may be applicable from time to time, such as your contribution to provident fund, income tax deductible at source, profession tax etc.
- vii You will be entitled to **Leave/Personal Time Off (PTO)** as per the procedures laid down by the Company.
- viii Your compensation structure could change from time to time depending on the prevailing Income Tax guidelines.
- ix This is to reiterate 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 and to the extent required by the **Human Resources Department** of Allscripts.

3. **EMPLOYMENT CLAUSE:**

3.1. Your employment with the Company is subject to termination on:

3.1.1. **sixty days** prior notice by either side

3.2. The Company reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period. Notwithstanding anything in this Agreement Company reserves the right in case of your resignation, 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.

3.3. 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 sixty 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 sixty days.

- 3.4. The Company shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:
- 3.4.1. 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
 - 3.4.2. 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
 - 3.4.3. You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.
 - 3.4.4. 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 3.4.2 above, you shall not be entitled to any benefits whatsoever.
- 3.5. It is understood and acknowledged that all the obligations of Clauses 6, 7, 10 and 11 hereof, including those contained in the NDA/PIPA shall survive the termination of this employment and will continue to be binding on and enforceable against you and you will be liable for any breach thereof.
- 3.6. You will not be entitled to take any alternative employment unless you are relieved by the Company.
- 3.7. **TREATMENT OF SPECIAL PAYMENTS:** The company reserves the right to recover the amount towards joining bonus / sign-on bonus / previous company's notice period buyout / special performance linked retention bonus / relocation expenses, (if applicable), in case you are terminated or you voluntarily resign from the services within 12 months from the date of joining.

4. **TRANSFER:**

- i Your initial place of posting is **Pune, India**. However, your services are liable to be transferred, at the discretion of the company, from one location to another in India
 - Or any of the company in Allscripts group and/or from one department to the other.
 - In such a case, your remuneration will not be adversely affected.
- ii In the event of transfer, you will not be entitled to ask for any revision in your salary nor demand any alteration in the terms and conditions of your services.
- iii In case of such a transfer, you will be governed by the rules & regulations applicable to the assigned department or establishment where you are posted.
- iv In case, you are required to be sent outside India/abroad by the company for training purposes, you will have to execute an agreement as per the rules and regulations of the company.

5. **RETIREMENT:**

- i You will retire from the services of the company on attaining the age of 65 years.
- ii You will be covered under the PF, Gratuity and other applicable schemes during your tenure with the company.

6. **SECRECY:**

- i You will not disclose your remuneration to any other employee of the company or any of the companies in Allscripts group except to the extent required by the HR department.
- ii You will not disclose or divulge or make public to any unauthorized person any information that is confidential in nature concerning the company's business, business relationships, research & development, or financial matters.
- iii All files, letters, memoranda, reports, electronic data or tangible material containing such information, which shall come into your custody or possession during the course of your employment, shall be exclusive property of the company, to be used by you only for company related work.

- iv You will surrender all documents, designs, software and other property of the company entrusted to you at the time of leaving / in case of termination of employment.

7. PROTECTION OF INTEREST:

- i You will always act in good faith and for the benefit of the company and will abide by all rules and regulations of the company in force from time to time.
- ii You will handle equipment and property of the company diligently and carefully.
- iii You will not be entitled to claim any intellectual property for any new or advanced methods of improving processes / formula / systems in relation to the operation of the company. Such developments will be fully communicated to the company and will remain the sole right/property of the company.

8. OTHER WORK:

You will devote yourself exclusively to the business of the company. You will not take up any other work either for or without remuneration (part-time or otherwise), either permanent or on a temporary basis, or work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the company without written permission of the Management. 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.

9. RECORDS:

- i You agree to submit copies of your relieving letter and the statement of full and final settlement of your dues issued by your earlier employer.
- ii You will provide complete and correct information relating to residence address, contact details etc. and keep the company informed any changes at all times.
- iii In case you are away from the headquarters or office that you are based in, (except on office duty) for more than **seven days**, you will intimate about the contact address to your reporting authority. Any communication sent to that address will be deemed to be a sufficient **service of communication** to you.
- iv In case any declaration furnished by you proves to be false or if you are found to have willfully suppressed any material information, the company reserves the right to terminate your services without any notice.
- v Your services are subject to your physical and mental fitness for work. You may be called upon to undergo medical examination by the Doctor designated by the Company from time to time and the decision of the Company in this regard shall be final.
- vi Any request for change of full or partial name post joining will have to be supported by necessary documents – affidavit or marriage certificate.

10. NON-DISCLOSURE AGREEMENT (NDA)/ Proprietary Interest Protection Agreement (PIPA) :

You have already been made aware through an electronic media regarding the contents of NDA/PIPA along with your offer of employment and you have accepted the same. A physical “Non-Disclosure Agreement/Proprietary Interest Protection Agreement” will be entered into with the company to protect the proprietary interest and confidentiality of information effective your start date.

11. 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.

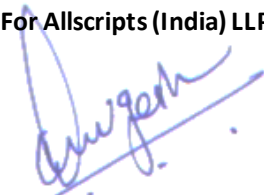
As a token of your acceptance of the above-mentioned terms and conditions, please sign the duplicate copy of this letter initialing each page and returning the same to **Human Resources** Department, immediately.

We look forward to your co-operation, contribution, support, commitment and we 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.

Yours sincerely,

For Allscripts (India) LLP



Durgesh Merchant
Sr Manager Human Resources

Enclosure(s): Compensation Break-up Sheet

I accept the above terms and conditions and return herewith the duplicate copy in token of my acceptance of the same.

Signed _____
Vivek Gawari

Date: _____

Compensation Break-Up Sheet - Strictly Confidential (for your consumption only)

Name:	Vivek Gawari		Location:	Pune, India
Job Level:	P4		Job Title:	Expert Software Engineer
Salary Components/ Pay Elements	Gross per month (INR)	Gross per annum (INR)	Percentage of Distribution & Description Salary Components / Pay Elements	
Basic Salary	70,000	840,000	40%	of total Fixed Compensation
House Rent Allowance (HRA)	35,000	420,000	50%	of the Basic Salary
Advance against Statutory Bonus / Ex-Gratia	3,500	42,000		Advance against statutory bonus / ex-gratia
Provident Fund (Employer's contribution)	8,400	100,800	12%	of Basic Salary and an equal amount of the employee's contribution each month, would be deducted during payroll calculations - i.e. Company contributes same amount and deposits with PF Commissioner on your behalf. Out of the Company contribution, 8.33% of basic or INR 1250 (whichever is lower) goes into Employee Pension Scheme (EPS) and balance in Provident Fund (PF) account
Leave Travel Assistance (tax break on submission of bills)	8,333	100,000		2.5 months' of monthly basic subject to limit of INR 1,00,000/- per annum. Tax free on 2 occasions in a block of 4 years to the extent of amounts spent on travel fare. Travel documentation as per guidelines would need to be furnished
Personal Pay	49,767	597,200		Personal pay can be split by utilizing flexi basket options as outlined in the table below. Personal Pay cannot be less than zero
FIXED COMPENSATION	175,000	2,100,000		
Group Mediciam Insurance, Personal Accident Insurance and Term Life Insurance Premium		15,985		<p>Group Mediciam Insurance hospitalization cover is provided by the company for self + 3 persons (spouse and maximum two children up to the age of 21). If an employee is unmarried, only s/he will be covered by the company under the scheme. 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.</p> <p>Group Personal Accident policy coverage is only for self, up to an amount equivalent to 3 times annual fixed compensation.</p> <p>Group Term Life Insurance is only for self, up to an amount equivalent to 3 times annual fixed compensation.</p> <p>Please note that the premium value is negotiated each year with the insurance company and this figure reflects the current negotiated premium that the Company pays</p>
Provision for Gratuity		40,385	4.81%	of Basic Salary. Eligibility for payment is as per Payment of Gratuity Act of 1972 wherein the employee must complete 4 years and 190 days of continuous service with the Company. In case of death of an Employee in harness, the gratuity will be payable in proportion to the period spent subject to the max limit.
TOTAL COMPENSATION		2,156,370	(INCLUDING INSURANCE & GRATUITY)	
Housing Assistance Program (HAP)		174,930	8.33%	<p>HAP encourages the employees to own housing in the city of their posting. This program is applicable only for those availing housing loans through official/recognized registered financial institutes and it is mandatory that the following criteria are fulfilled by the employee:</p> <ul style="list-style-type: none"> ★ Should be the Sole Owner or Co-owner of the property AND ★ Should be the Sole Applicant or Co-applicant for the loan AND ★ Should be the Sole or Joint Account holder of the account from where the loan payment is made <p>Eligibility is @ 25% 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.</p> <p>More details available in the HAP policy.</p>
Educational Assistance Program (EAP)		210,000	10%	Educational Assistance Program is designed to promote learning and development initiatives taken by the employees towards self-development by providing financial assistance by way of reimbursement towards expenses for pursuing higher education to enhance the productivity of the individual by upgrading their 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.
TOTAL POTENTIAL COMPENSATION		2,541,300	(BASED ON BENEFITS UTILIZATION)	

Flexi-Basket Recommended Table: (Each employee can choose up to the maximum eligible amounts that have been illustrated below)

Meal Vouchers (monthly distributions)	2,200	26,400	Vouchers would be distributed monthly. The options that can be exercised by the individual would be Re. 0, Rs. 1100/- or Rs. 2200/- per month. However, the tax exemption will be only up to Rs. 1100/- per month.
Children's Education Allowance	200	2,400	Fully tax free at the rate of Rs. 100/- per child per month, subject to a maximum of two children. The amount would be paid every month. No submission of bills/receipts is required.
National Pension System (NPS)	7,000	84,000	The amount will be contributed to NPS as employers contribution every month, can be maximum up to 10% of basic compensation (effective May'13)

Benefits apart from the above Total Compensation:

Group Mediclaim Insurance – (covering all benefits of GMI to employees, and up to the same coverage limits) can also be extended to include dependent **Parents or In-Laws** on a voluntary basis, where the premium is negotiated in group. The premium for one dependent is currently **INR 14,080/- (INR 25,520/- for two dependents)** and is subject to change based on the premium amendments by the insurance company. Please note this premium is to be fully borne by the associate, i.e. company will pay the premium in advance and prorated insurance premium will be recovered **in maximum four equated installments** through your monthly payroll cycles.

Transport and Parking – Transport is provided to all employees working in odd shifts (i.e. except for General Shift) in all locations. Bus facility is available for employees working in General shift only in Pune. Parking is provided at all locations based on the availability and is chargeable at actuals as per the landlord's lease terms.

Shift Allowance – Applicable to fulltime employees required to work in odd shifts specific to a project or assignment, as rostered by the manager. Below is the shift allowance eligibility as per the current policy.

Shift Type	Allowance (per shift) (First Year)	Allowance (per shift) (Second Year)	Allowance (per shift) (Third Year)	Allowance (per shift) (Fourth Year onwards)
Early Morning (6:30 AM to 3:30 PM)	INR 200 /-	INR 300/-	INR 350/-	INR 400/-
General (09:00 AM to 06:00 PM)	NA	NA	NA	NA
Late Morning (11:00 AM to 08:00 PM)	NA	NA	NA	NA
Afternoon (2:30 PM to 11:30 PM)	INR 200 /-	INR 300/-	INR 350/-	INR 400/-
Evening (5:00 / 6:00 PM to 02:00 / 3:00 AM)	INR 400 /-	INR 500/-	INR 550/-	INR 600/-
Early Night (6:30 / 7:30 PM to 3:30 / 4:30 AM)	INR 400 /-	INR 500/-	INR 550/-	INR 600/-
Night (9:00 / 10:00 PM to 5:30 / 6:30 AM)	INR 550 /-	INR 650/-	INR 700/-	INR 750/-
Late Night (10:30 / 11:00 PM to 7:00 / 7:30 AM)	INR 550 /-	INR 650/-	INR 700/-	INR 750/-
Extended Day (06:30 AM to 07:00 PM)	INR 300/-	INR 400/-	INR 450/-	INR 500/-
Extended Night (06:30 PM to 07:00 AM)	INR 825/-	INR 925/-	INR 975/-	INR 1,025/-

I accept the above terms and conditions and return herewith the duplicate copy in token of my acceptance of the same.

Signed: _____
Vivek Gawari

Date: _____