

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): May 21, 2024**

**VERADIGM INC.**  
(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-35547**  
(Commission  
File Number)

**36-4392754**  
(IRS Employer  
Identification No.)

**222 Merchandise Mart**  
**Chicago, Illinois**  
(Address of Principal Executive Offices)

**60654**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 800 334-8534**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	MDRX	N/A (OTC Expert Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Executive Officer and Director Transition Matters*

As previously disclosed, on December 8, 2023, Veradigm Inc. (the “Company”) announced the appointment of Dr. Shih-Yin Ho as the Company’s Interim Chief Executive Officer and Mr. Leland Westerfield as the Company’s Interim Chief Financial Officer, each effective December 7, 2023 for an initial term of six months through June 7, 2024 (the “Initial Term Date”). On May 27, 2024, the Company entered into an extension letter agreement (the “Extension Agreement”) with Mr. Westerfield to extend his appointment through December 31, 2024. The Extension Agreement also provides that \$100,000, reflecting 50% of the original cash bonus amount payable to Mr. Westerfield in accordance with his offer letter dated December 7, 2023 (the “Offer Letter”), will be deemed to have been earned and will be paid in connection with the entry into the Extension Agreement, with the other 50% of his original cash bonus amount payment payable subject to the terms of the Offer Letter. In addition, the Extension Agreement provides that Mr. Westerfield is entitled to a severance payment in an amount equal to six (6) months of base salary in the event of a qualifying termination following a change in control of the Company.

Dr. Ho informed the Board of Directors of the Company (the “Board”) of her decision to resign as a director of the Company, effective upon the expiration of Dr. Ho’s term of service on the Initial Term Date. Effective as of the Initial Term Date, the Board appointed Mr. Thomas Langan as Interim Chief Executive Officer of the Company, and the Board reduced the size of the Board from seven directors to six directors.

As Interim Chief Executive Officer, President and Chief Commercial Officer, Mr. Langan will serve as the Company’s principal executive officer, effective on the Initial Term Date.

As previously disclosed in connection with Mr. Langan’s appointment as President of the Company effective May 6, 2022, Mr. Langan, age 58, previously served as the Senior Vice President and General Manager of the Veradigm business unit within the Company since 2018. Prior to that, Mr. Langan was the Chief Executive Officer of Practice Fusion, a cloud-based EHR provider acquired by the Company in 2018, since 2015. Previously, Mr. Langan held executive positions at Symphony Health Solutions and MediMedia where he managed their life sciences data, analytics and consulting business, market access and multi-channel marketing solutions. During his career, Mr. Langan has served as Chief Executive Officer, President, Chief Commercial Officer, SVP of Sales and various business development roles working with payers, life sciences organizations, employers and provider organizations. Mr. Langan has more than 25 years of broad-based functional experience in sales, marketing, strategy and P&L management. Mr. Langan does not have a family relationship with the Company’s directors or executive officers and is not a party to any transaction, or series of transactions, required to be disclosed pursuant to Item 404(a) of Regulation S-K. There is no arrangement or understanding between Mr. Langan and any other person pursuant to which he was selected as an officer of the Company.

The foregoing description of the Extension Agreement with Mr. Westerfield does not purport to be complete and is qualified in its entirety by reference to the complete text of the agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

*Approval of 2024 Compensation Elements*

On May 21, 2024, the Compensation Committee of the Board (the “Compensation Committee”) approved 2024 compensation adjustments for certain executive officers, including the ordinary course 2024 annual equity awards to the Company’s executive officers as set forth below, on a date specified by the Compensation Committee after the date of this report. On May 27, 2024, in connection with Mr. Langan’s appointment as Interim Chief Executive Officer as described above, the Compensation Committee increased the base salary amount for Mr. Langan, effective on the Initial Term Date and as reflected in the table below.

The equity award granted to Mr. Westerfield will be delivered in the form of restricted stock units (“RSUs”) and will vest 50% on December 6, 2024 and 50% on the first anniversary of the grant date, subject to accelerated vesting in the event of certain terminations of employment or a change in control of the Company. The 2024 annual equity awards granted to the Company’s other executive officers are consistent with the Company’s prior annual equity grant practices, with 50% to be delivered as RSUs and 50% to be delivered as performance-based restricted stock units (“PSUs”), with the RSUs to vest based on service over a three-year period and the PSUs to vest based on the achievement of performance goals over a three-year performance period. The awards granted to the Company’s executive officers other than Mr. Westerfield are subject to accelerated vesting in the event of a qualified termination within 24 months following a change in control of the Company or a change in control of the Company in which the equity awards are not assumed.

Name	Current Title	New Base Salary	New Target Bonus Opportunity (% of Base Salary)	Grant Date Fair Value of Equity Award
Leland Westerfield	Interim Chief Financial Officer	N/A	N/A	\$1,000,000
Thomas Langan	President & Chief Commercial Officer	\$700,000*	100%	\$3,000,000
Tejal Vakharia	Senior Vice President & General Counsel	\$475,000	75%	\$1,200,000
Lisa Hammond	Chief Human Resource Officer	\$325,000	75%	\$1,000,000

\* Additional base salary increase of \$100,000 was in connection with Mr. Langan’s appointment as Interim Chief Executive Officer.

The foregoing description of the RSU and PSU awards does not purport to be complete and is qualified in its entirety by reference to the complete text of the form of award agreements. The forms of RSU awards are attached hereto as Exhibits 10.2 and 10.3, and the form of PSU award is attached hereto as Exhibits 10.4, all of which are incorporated herein by reference.

#### *Adoption of Veradigm Inc. 2024 Stock Incentive Plan*

On May 21, 2024, the Board approved the Veradigm Inc. 2024 Stock Incentive Plan (“2024 Plan”).

The 2024 Plan is largely based on the Allscripts Healthcare Solutions, Inc. Amended and Restated 2019 Stock Incentive Plan (the “Prior Plan”) but includes updates to the available shares and awards and other administrative changes. The Prior Plan will remain outstanding to govern previously issued awards under the Prior Plan, and the Compensation Committee may continue to issue awards under the Prior Plan until all shares have been issued.

The following paragraphs provide a summary of certain terms of the 2024 Plan.

Consistent with the Prior Plan, the purposes of the 2024 Plan are to (i) align the interests of the Company’s stockholders and the recipients of awards under the 2024 Plan by increasing the proprietary interest of such recipients in the Company’s growth and success, (ii) advance the interests of the Company by attracting and retaining officers, other employees, non-employee directors and independent contractors and (iii) motivate such persons to act in the long-term best interests of the Company and its stockholders.

Under the 2024 Plan, the Company may grant: (i) nonqualified stock options; (ii) stock appreciation rights; (iii) restricted stock and restricted stock units; and (iv) performance units. Subject to the terms and conditions of the 2024 Plan, the number of shares of Company common stock authorized for grants under the 2024 Plan is 5,000,000 shares.

The foregoing description of the 2024 Plan does not purport to be complete and is qualified in its entirety by reference to the complete text of the 2024 Plan, which is attached hereto as Exhibit 10.4 and is incorporated herein by reference.

#### *Approval of Severance Agreements*

On May 21, 2024, the Company entered into agreements providing for the payment of benefits following certain terminations of employment (the “Severance Agreements”) with Ms. Vakharia and Ms. Hammond (the “Executives”).

Pursuant to the terms of the Severance Agreements, upon a termination of employment by the Company other than for cause, death or disability at any time other than during the three months prior to or the two-year period following a change in control of the Company (the “Change in Control Period”) and subject to the execution and non-revocation of a release of claims in favor of the Company, the Executive will be entitled to receive (i) one year of base salary and 100% of the Executive’s target bonus as in effect immediately before the date of termination, paid in substantially equal installments over a 12-month period, (ii) accelerated vesting of any equity awards that would have vested in the one-month period immediately following the date of termination (provided, however, that if the performance period applicable to any unvested performance-based equity award is scheduled to expire on or before the one-month anniversary of the date of termination, such award will remain outstanding and will vest to the extent the underlying performance goals are achieved during such performance period) and (iii) if the Executive was participating in the Company’s group health plan immediately prior to the date of termination then, for a period of up to 12 months, monthly payments equal to the contribution that the Company would have made for continued coverage for the Executive under the Company’s group health plan through COBRA.

Upon a termination of employment by the Company other than for cause, death or disability or by the Executive due to Good Reason (as defined in the Severance Agreements), in each case, within the Change in Control Period, the Company will pay the Executive, subject to the Executive’s execution and non-revocation of a release of claims in favor of the Company, (i) one year of base salary and 100% of the Executive’s target bonus, as in effect immediately prior to the date of termination (or in the case of the Executive’s target bonus, immediately prior to the Change in Control, if higher), paid in a lump sum within 60 days following such termination, provided that if the termination occurs more than 12 months following the change in control, then the Executive shall be entitled to the cash severance for a termination not in connection with a change in control and will not be eligible for the good reason termination cash severance, (ii) accelerated vesting of all unvested equity awards held by the Executive on the date of termination (with all performance conditions applicable to any performance-based equity awards deemed to be earned at target) and (iii) if the Executive was participating in the Company’s group health plan immediately prior to the date of termination then, for a period of up to 12 months following the date of termination, monthly payments equal to the contribution that the Company would have made for continued coverage for the Executive under the Company’s group health plan through COBRA.

The foregoing description of the Severance Agreements does not purport to be complete and is qualified in its entirety by reference to the complete text of the form of Severance Agreement, which is attached hereto as Exhibit 10.5 and is incorporated herein by reference.

#### **Item 7.01. Regulation FD Disclosure.**

On May 28, 2024, the Company issued a press release announcing that the Board has initiated a process to explore strategic alternatives to maximize stockholder value and reaffirming certain of the Company’s financial outlook for fiscal year 2024 provided on March 13, 2024. A copy of the press release is furnished as Exhibit 99.1 and is incorporated herein by reference.

Also on May 28, 2024, the Company issued a press release regarding leadership updates. A copy of the press release is furnished as Exhibit 99.2 and is incorporated herein by reference.

The information furnished pursuant to this Item 7.01 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

**Item 9.01. Financial Statements and Exhibits.**

*(d) Exhibits.*

**Exhibit No.**

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- 10.1 [Letter Agreement, dated May 27, 2024, between the Company and Leland Westerfield](#)
- 10.2 [Form of Restricted Stock Unit Award Agreement](#)
- 10.3 [Form of Restricted Stock Unit Award Agreement \(Westerfield\)](#)
- 10.4 [Form of Performance Unit Award Agreement](#)
- 10.5 [Veradigm Inc. 2024 Stock Incentive Plan](#)
- 10.6 [Form of Agreement for the Payment of Benefits Following Termination of Employment](#)
- 99.1 [Press Release issued by the Company on May 28, 2024 regarding Strategic Alternatives and 2024 Guidance](#)
- 99.2 [Press Release issued by the Company on May 28, 2024 regarding Leadership Updates](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**VERADIGM INC.**

Date: May 28, 2024

By: /s/ Eric Jacobson  
Eric Jacobson  
Senior Vice President, Deputy General Counsel and Corporate  
Secretary



CONFIDENTIAL DRAFT

May 27, 2024

Leland Westerfield

Re: Renewal Agreement

Dear Lee:

This letter confirms our mutual agreement to extend the term of your employment as Interim Chief Financial Officer and Interim Chief Accounting Officer of Veradigm Inc. (the "Company") under the Letter Agreement, dated December 7, 2023, between you and the Company (the "Letter Agreement") through December 31, 2024 (such term of employment, as extended pursuant to this letter, the "Term"). In addition, this letter confirms that 50% of the Success Bonus described in the Letter Agreement, in the amount of \$100,000, shall be paid out in the next payroll cycle.

During the Term, the terms and conditions of your employment as described in the Letter Agreement will continue to apply.

In addition, a new section 3(d) shall be added to the Letter Agreement as follows:

- d. **Change in Control Protection**. In the event that a Change in Control (as defined in the Company's 2024 Stock Incentive Plan) occurs prior to December 31, 2024; and (i) the Term ends prior to December 31, 2024 for any reason other than (x) a termination of your employment by the Company for Cause or (y) your resignation from employment with the Company other than for Good Reason; or (ii) the Term ends on December 31, 2024 by reason of the surviving entity following the Change in Control electing not to extend the Term and also electing to not otherwise make a substantially comparable offer of ongoing full-time employment; then you shall be entitled to receive your Base Pay through December 31, 2024, plus additional severance compensation in the amount of six (6) times your Base Pay, which equals six (6) additional months of cash compensation in the aggregate (subject to you executing and not revoking a general release of claims against the Company and its affiliates in a form reasonably satisfactory to the Company, if requested by the Company).

By your signature below, you agree to the extension of the Term as memorialized herein. Except as expressly provided herein, all other terms and conditions of the Letter Agreement shall remain in full force and effect.

Sincerely,

/s/ Dave B. Stevens

Dave B. Stevens  
Chairperson of the Compensation Committee

ACCEPTED BY:

/s/ Leland Westerfield

Leland Westerfield



Name: [ ]  
 Number of Shares Subject to the Stock [ ]  
 Date of Grant: [ ]

VERADIGM INC.

**Restricted Stock Unit Award Agreement**

**THIS AGREEMENT** is made as of the Grant Date, by and between Veradigm Inc., a Delaware corporation (“Company”), and [ ] (the participant).

**WHEREAS**, in recognition of your services to the Company, the Company considers it desirable and in its best interests that the participant be given a proprietary interest in the Company and an incentive to advance the interests of the Company by possessing units that are settled in shares of the Company’s Common Stock, \$.01 par value per share (the “Common Stock”), in accordance with the Company’s 2024 Stock Incentive Plan (the “Plan”).

**NOW THEREFORE**, in consideration of the foregoing premises, it is agreed by and between the parties as follows:

1. **Grant of Restricted Stock Units.**

- (a) **Grant.** Subject to the terms and conditions set forth in this Agreement and the Plan (including participant executing and returning to the Company an investment representation statement in Exhibit A hereto), the Company hereby grants to the participant an award of granted restricted stock units (the “Restricted Stock Unit Award”), which shall vest and become unrestricted in accordance with Section 2 hereof.
- (b) **Transferability.** Restricted stock units subject to the Restricted Stock Unit Award and not then vested and unrestricted may not be sold, transferred, pledged, assigned, alienated, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, alienate, hypothecate or encumber, or otherwise dispose of such restricted stock units, the Restricted Stock Unit Award shall immediately become null and void.

2. **Vesting.**

- (a) **Vesting.** Subject to this Section 2, the Restricted Stock Unit Award shall vest and become unrestricted in accordance with Exhibit B hereto.
- (b) **Restricted Conduct.** If participant engages in any of the conduct described in subparagraphs (i) through (iv) below for any reason, in addition to all remedies in law and/or equity available to the Company, including the recovery of liquidated damages, participant shall forfeit the entire Restricted Stock Unit Award (whether or not vested) and shall immediately pay to the Company, with respect to previously vested restricted stock units, an amount equal to (x) the per share Fair

Market Value of the shares of Common Stock on the date on which the shares of Common Stock were issued with respect to the applicable previously vested restricted stock units times (y) the number of shares of Common Stock underlying such previously vested stock units, without regard to any Required Tax Payments (as defined below) that may have been deducted from such amount. For purposes of subparagraphs (i) through (iv) below, "Company" shall mean Veradigm Inc. and/or any of its Subsidiaries.

- (i) **Non-Solicitation.** Participant acknowledges that the identity and particular needs of the Company's customers are not generally known in the health care information technology and consulting industry and were not known to participant prior to participant's employment with the Company; that the Company has near permanent relationships with, and a proprietary interest in the identity of, its customers and their particular needs and requirements; and that documents and information regarding the Company's pricing, sales, costs and specialized requirements of the Company's customers are highly confidential and constitute trade secrets. Accordingly, participant covenants and agrees that during the term of participant's employment with the Company and for a period of twenty-four (24) months after the termination of such employment for any reason whatsoever, whether occasioned by the Company, participant or the mutual agreement of the parties, participant will not, except on behalf of the Company during and within the authorized scope of participant's employment with the Company, directly or indirectly: (i) call on, solicit or otherwise deal with any accounts, customers or prospects of the Company which participant called upon, contacted, solicited, sold to, or about which participant learned Confidential Information (as defined herein) while employed by the Company, for the purpose of soliciting, selling or both, to any such account, customer or prospect, any products or services similar to or in competition with any products or services then-being represented or sold by the Company; and (ii) solicit, or accept if offered to participant, with or without solicitation, the services of any person who is an employee of the Company, nor solicit any employee of the Company to terminate employment with the Company, nor agree to hire, on behalf of myself or any entity or other person, any employee of the Company into employment with participant or any other person or entity. Participant agrees not to solicit, directly or indirectly, such accounts, customers, prospects or employees for participant or for any other person or entity. For purposes of this Section, "prospects" means entities or individuals which have had more than de minimus contact with the Company in the context of entering into a relationship with the Company being a provider of products or services to such entity or individual.
- (ii) **Non-Interference with Business Relationships.** Participant covenants and agrees that during the term of participant's employment with the Company and for a period of twenty-four (24) months after the termination of such employment for any reason whatsoever, whether occasioned by the Company, participant or the mutual agreement of the parties, participant will not interact with any person or entity with which the Company has a business relationship, or with which the Company is preparing to have a business relationship, with the intent of affecting such relationship or intended relationship in a manner adverse to the Company.

(iii) **Non-Competition.**

- (1) Participant will not Compete during participant's employment with the Company or at any time during the twenty-four (24) month period following the termination of participant's employment, regardless of the reason for such termination, whether occasioned by the Company, participant or the mutual agreement of the parties.

SECTION (iii) IS NOT APPLICABLE TO ANY PARTICIPANT LOCATED IN CALIFORNIA OR WHO PERFORMS THE SUBSTANTIAL MAJORITY OF THEIR JOB DUTIES IN CALIFORNIA

- (2) For purposes of this Section (iii), "Compete" means, directly or indirectly, for participant's own benefit or for the benefit of others, render services for a Competing Organization in connection with Competing Products or Services anywhere within the Restricted Territory. These prohibitions apply regardless of where such services physically are rendered.
- (3) For purposes of this Section (iii), "Competing Products or Services" means products, processes, or services of any person or organization other than the Company, in existence or under development, which are substantially the same, may be substituted for, or applied to substantially the same end use as any product, process, or service of the Company with which participant works or worked, during the time of participant's employment with the Company or about which participant acquires or acquired, Confidential Information through participant's work with the Company.
- (4) For purposes of this Section (iii), "Competing Organization" means persons or organizations, including participant, engaged in, or about to become engaged in research or development, production, distribution, marketing, providing or selling of a Competing Product or Service.
- (5) For purposes of this Section (iii), "Restricted Territory" means either: (i) during participant's employment with the Company, anywhere in the world; or (ii) after cessation of participant's employment with the Company, then, in descending order of preference based on legal enforceability, (A) within the United States (including its territories) and within each country in which the Company has conducted business or directed material resources in soliciting business in the prior twenty-four (24) month period, (B) within the United States (including its territories) and within any other county that at any time was within the scope of

participant's employment with the Company, (C) within any country that at any time during last two (2) years of participant's employment with the Company was within the scope of such employment, or (D) within any geographic region(s) that at any time during last two (2) years of participant's employment with the Company was within the scope of such employment.

- (6) Participant agrees that in the event a court determines the length of time or the geographic area or activities prohibited under this Section (iii) are too restrictive to be enforceable, the court may reduce the scope of the restriction to the extent necessary to make the restriction enforceable.
- (iv) **Non-Disclosure.** Participant will not during the period of participant's employment with the Company (other than as needed to fulfill the authorized scope of participant's employment duties with the Company) or thereafter use for participant or for others or divulge or convey to any other person (except those persons designated by the Company) any Confidential Information obtained by participant during the period of participant's employment with the Company. Participant agrees to observe all Company policies and procedures concerning such Confidential Information. Participant agrees that, except as may be permitted by written Company policies, participant will not remove from the Company's premises any such Confidential Information without the written authorization of the Company. Participant's obligations under this Section (iv) will continue with respect to Confidential Information until such information becomes generally available from public sources through no fault of participant. If participant is requested, become legally compelled by subpoena or otherwise, or is required by a regulatory body to make any disclosure that is prohibited by this Section (iv), participant will promptly notify the Company so that the Company may seek a protective order or other appropriate remedy if the Company deems such protection or remedy necessary under the circumstances. Subject to the foregoing, participant may furnish only that portion of Confidential Information that participant is legally compelled or required to disclose. The restrictions set forth herein are in addition to and not in lieu of any obligations participant may have by law with respect to Confidential Information, including any obligations participant may have under the Uniform Trade Secrets Act and/or similar statutes as applicable in the state of participant's residence and/or the state of participant's primary work location.
- (v) **Definition of Confidential Information.** As used herein, "Confidential Information" shall include, but is not limited to, the following categories of information, knowledge, or data currently known or later developed or acquired relating to the Company's business or received by the Company in confidence from or about third parties, in each case when the same is not in the public domain or otherwise publicly available (other than as result of a wrongful act of an agent or employee of the Company):

- (1) Any information concerning the Company's products, business, business relationships, business plans or strategies, marketing plans, contract provisions, actual or prospective suppliers or vendors, services, actual or anticipated research or development, new product development, inventions, prototypes, models, solutions, discussion guides, documentation, techniques, actual or planned patent applications, technological or engineering data, formulae, processes, designs, production plans or methods, or any related technical or manufacturing know-how or other information;
- (2) Any information concerning the Company's financial or profit data, pricing or cost formulas, margins, marketing information, sales representative or distributor lists, or any information relating to corporate developments (including possible acquisitions or divestitures);
- (3) Any information concerning the Company's current or prospective customer lists or arrangements, equipment or methods used or preferred by the Company's customers, or the patients of customers;
- (4) Any information concerning the Company's use of computer software, source code, object code, or algorithms or architecture retained in or related to the Company's computer or computer systems;
- (5) Any personal or performance information about any Company employee other than participant;
- (6) Any information supplied to or acquired by the Company under an obligation to keep such information confidential, including without limitation Protected Health Information (PHI) as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA);
- (7) Any information, whether or not designated as confidential, obtained or observed by participant or other Company employees during training sessions related to participant's work for the Company; and
- (8) Any other information treated as trade secrets or otherwise confidential by the Company.
- (9) Participant hereby acknowledges that some of this information may not be a "trade secret" under applicable law. Nevertheless, participant agrees not to disclose it

- (c) Accelerated Vesting for Termination following a Change in Control or Failure to Assume. Unless otherwise provided in another written agreement between the participant and the Company, in the event of a Change in Control (as defined in the Plan) in which the successor company (including the parent of any surviving corporation in a merger) assumes or substitutes the Restricted Stock Unit Award, if the participant's employment with such successor company (or a subsidiary thereof) is terminated within 24 months following such Change in Control (or within three months prior thereto in connection with the Change in Control) without Cause by the Company or the successor company or by the participant for Good Reason, all restrictions, limitations and other conditions applicable to the Restricted Stock Unit Award outstanding as of the date of such termination of employment (or as of the date of the Change in Control if termination occurred prior to and in connection with the Change in Control) shall lapse and the restricted stock units shall become free of all restrictions, subject to any restrictions under applicable securities law. In the event of a Change in Control in which the Restricted Stock Unit Award is not effectively assumed or substituted by the successor company (including the parent of any surviving corporation in a merger), each of the vesting conditions set forth on Exhibit B shall be waived and the Restricted Stock Unit Award shall fully vest as of the date of such Change in Control and the award shall be settled in a cash payment to the participant based on the number of restricted stock units subject to the award and the per share transaction price in the Change in Control transaction. For the purposes of this Section 2(c), the Restricted Stock Unit Award shall be considered assumed if, following the Change in Control, the Restricted Stock Unit Award confers the right to receive, for each restricted stock unit subject to the Restricted Stock Unit Award and unvested immediately prior to the Change in Control, the consideration (whether stock, cash or other securities or property) received in the Change in Control by holders of Common Stock held on the effective date of the Change in Control (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares); provided, however, that if such consideration received in the Change in Control is not solely common stock of the successor company, the Committee may, with the consent of the successor company, provide that the consideration to be received upon the vesting of the Restricted Stock Unit Award, for each share of Common Stock subject thereto, will be solely common stock of the successor company substantially equal in fair market value to the per share consideration received by holders of shares of Common Stock in the Change in Control. The determination of such substantial equality of value of consideration shall be made by the Committee in its sole discretion and its determination shall be conclusive and binding.
- (d) Settlement of Restricted Stock Units. Within thirty (30) days following the date restricted stock units subject to this Agreement become vested and unrestricted, one share of Common Stock (or, as contemplated by Sections 2(c) or 2(e), a cash equivalent) shall be issuable for each restricted stock unit that vests on such date, subject to the terms and conditions of the Plan and this Agreement. Subject to Section 8, the Company will transfer such shares of Common Stock (or cash payment, as applicable) to the participant upon satisfaction of any required tax withholding obligations.

(e) **Stockholder Approval of the Plan.** Notwithstanding anything in this Agreement or the Plan to the contrary, if required by the rules of the principal stock exchange on which the Company's Common Stock is then traded, the Board will seek stockholder approval of the Plan prior to issuing any shares of Common Stock pursuant to the Restricted Stock Unit Award. If the Board (i) is unable to obtain such stockholder approval prior to the date on which such Common Stock is required to be issued in order to maintain compliance with or an exemption from Section 409A of the Code or (ii) determines, in its sole discretion, that seeking such stockholder approval is not in the best interest of the Company, the restricted stock units shall be settled by a cash payment to the participant based on the number of restricted stock units subject to the award that are then issuable and the Fair Market Value of a share of Common Stock on the applicable Vesting Date.

(f) **Other Defined Terms.**

*Cause.* "Cause" shall mean (i) the willful or grossly negligent failure by the participant to perform his or her duties and obligations hereunder in any material respect, other than any such failure resulting from the disability of the participant, (ii) the participant's conviction of a crime or offense involving the property of the Company, or any crime or offense constituting a felony or involving fraud or moral turpitude; (iii) the participant's violation of any law, which violation is materially and demonstrably injurious to the operations or reputation of the Company; or (iv) the participant's material violation of any generally recognized policy of the Company.

*Good Reason.* "Good Reason" shall mean (i) any significant diminution in the participant's responsibilities from and after the date of the Change in Control, (ii) any material reduction in the annual salary or target incentive cash compensation of the participant from and after the date of the Change in Control or (iii) any requirement after the date of the Change in Control (or prior thereto in connection with the Change in Control) to relocate to a location that is more than fifty (50) miles from the principal work location of the participant; provided, however, that the occurrence of any such condition shall not constitute Good Reason unless the participant provides written notice to the Company of the existence of such condition not later than 90 days after the initial existence of such condition, and the Company shall have failed to remedy such condition within 30 days after receipt of such notice.

3. **No Rights as Stockholder; Dividend Equivalents.** The participant shall not have any rights of a stockholder of the Company with respect to any shares of Common Stock issuable upon the vesting of restricted stock units subject to this Agreement (including the right to vote and to receive dividends and other distributions paid with respect to shares of Common Stock), unless and until, and only to the extent, the Restricted Stock Unit Award is settled by the issuance of such shares of Common Stock to the participant. Notwithstanding the foregoing, at such time as the restrictions lapse, an amount equal to any cash dividends that would have been payable to the participant if the shares of Common Stock underlying the restricted stock units subject to this Agreement had been issued to the participant during the restriction period shall be paid in cash to the participant with respect to the actual number of restricted stock units that have vested. This Section 3 will not apply with respect to record dates for dividends occurring prior to the Grant Date or after the restriction period has lapsed.

4. **Termination of Unvested Restricted Stock Unit Award.** Notwithstanding anything to the contrary in any employment or other agreement between the participant and the Company and subject to Section 2, if the participant's employment with the Company (or an affiliate of the Company if such affiliate is the participant's employer) is terminated for any reason, the portion of the Restricted Stock Unit Award which is not vested and unrestricted as of the date of termination shall be forfeited by the participant and such portion shall be cancelled by the Company.
5. **Adjustment in Event of Happening of Condition.**

In the event that there is any change in the number of issued shares of Common Stock of the Company without new consideration to the Company (such as by stock dividends or stock split-ups), then the number of unvested and restricted stock units subject to this Restricted Stock Award shall be adjusted in proportion to such change in issued shares.

If the outstanding shares of Common Stock of the Company shall be combined, or be changed into another kind of stock of the Company or into equity securities of another corporation, whether through recapitalization, reorganization, sale, merger, consolidation, etc., the Company shall cause adequate provision to be made whereby the unvested restricted stock units subject to this Agreement shall be adjusted equitably so that the securities received upon vesting shall be the same as if the vesting had occurred immediately prior to such recapitalization, reorganization, sale, merger, consolidation, etc.
6. **No Right to Continued Employment.** This Agreement shall not be construed as giving the participant the right to be retained in the employ of the Company.
7. **Provisions of Plan.** This Restricted Stock Unit Award is granted pursuant to, and subject to the terms and conditions of, the Plan (which is incorporated herein by reference). In the event a provision of this Agreement conflicts with the Plan, the terms of the Plan will prevail. the participant acknowledges receiving a copy of the Plan and this Agreement. Any capitalized term not defined herein shall have the same meaning as in the Plan.
8. **Withholding of Taxes; Section 409A.** The Company shall be entitled, if necessary or desirable, to withhold from any amounts due and payable by the Company to the participant (or to secure payment from the participant in lieu of withholding) the amount of any withholding or other tax due from the Company ("Required Tax Payments") with respect to any restricted stock units which become vested and unrestricted under this Agreement (or, if applicable, a cash payment under Section 2(c)), and the Company may defer issuance of Common Stock underlying such restricted stock units until such amounts are paid or withheld. The participant shall satisfy his or her Required Tax Payments by any of the following means: (1) a cash payment to the Company; (2) delivery (either actual delivery or by attestation procedures established by the Company) to the Company of previously owned whole shares of Common Stock (for which the participant has good title, free and clear of all liens and encumbrances) having a Fair Market Value (as defined in the Plan), determined as of the date the obligation to withhold or pay taxes first arises in connection with the Restricted Stock Unit Award (the "Tax Date"), equal to the Required Tax Payments; (3) authorizing the Company to withhold from the shares of Common Stock otherwise to be delivered to the holder pursuant to the Restricted Stock Unit Award, a number of whole shares of Common Stock having a Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments; (4) if permitted under applicable law, a cash payment by a broker-dealer



acceptable to the Company through whom the participant has sold the shares with respect to which the Required Tax Payments have arisen or (5) any combination of (1), (2) and (3). The Compensation Committee shall have sole discretion to disapprove of an election pursuant to any of clauses (2)-(5) for any holder who is not an "officer" (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934). Unless and until the Company determines otherwise, the method in clause (3) above shall be utilized. Shares of Common Stock to be delivered or withheld may not have a Fair Market Value in excess of the minimum amount of the Required Tax Payments. Any fraction of a share of Common Stock which would be required to satisfy such an obligation shall be disregarded and the remaining amount due shall be paid in cash by the holder. No certificate representing a share of Common Stock shall be delivered until the Required Tax Payments have been satisfied in full.

It is intended that any amounts payable under this Restricted Stock Unit Award will be exempt from the provisions of Code Section 409A of the Internal Revenue Code of 1986 and the treasury regulations relating thereto so as not to subject the participant to the payment of interest and tax penalty which may be imposed under Code Section 409A, and each payment hereunder shall be considered a separate payment. In furtherance of this interest, to the extent that any regulations or other guidance issued under Code Section 409A after the date of this Restricted Stock Unit Award would result in the participant being subject to payment of interest and tax penalty under Code Section 409A, the parties agree to amend this Restricted Stock Unit Award in order to bring this Restricted Stock Unit Award into compliance with Code Section 409A. No amount shall be payable pursuant to the termination of the participant's employment unless such termination constitutes a separation from service under Section 409A. To the extent any amounts payable upon the participant's separation from service are nonqualified deferred compensation under Section 409A, and if the participant is at such time a specified employee under Section 409A, then to the extent required under Section 409A payment of such amounts shall be postponed until six (6) months following the date of the participant's separation from service (or until any earlier date of the participant's death), upon which date all such postponed amounts shall be paid to the participant in a lump sum, and any remaining payments due shall be paid as otherwise provided herein. The determination of whether the participant is a specified employee shall be made by the Company in accordance with Section 409A.

9. **Securities Law Compliance.**

- (a) **Investment Representation.** Participant represents that Participant is acquiring the restricted stock units and, upon settlement, the underlying Common Stock as principal for participant's own account and not on behalf of others. Participant understands and acknowledges that federal and state securities laws govern and restrict participant's right to offer, sell or otherwise dispose of any shares of Common Stock acquired upon vesting unless participant's offer, sale or other disposition thereof is registered under the Securities Act of 1933, as amended (the "Securities Act"), and state securities laws, or in the opinion of the Company's counsel, such offer, sale or other disposition is exempt from registration or prospectus qualification thereunder. Participant agrees that participant shall not offer, sell or otherwise dispose of any shares of Common Stock in any manner until the Company has an effective registration statement on file with respect to the Common Stock underlying the Restricted Stock Unit Award or in a manner

which would violate or cause the Company to violate the Securities Act, the rules and regulations promulgated thereunder or any other state or federal law. Participant further understands that the any certificates issued with respect to the restricted stock units shall bear such legends as the Company deems necessary or desirable in connection with the Securities Act or other rules, regulations or laws.

(b) **Restrictive Legend.** To the extent certificates representing the Common Stock are issued, such certificates shall bear the following legend:

“THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SHARES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND CERTAIN OTHER AGREEMENTS SET FORTH IN A RESTRICTED STOCK UNIT AWARD AGREEMENT BETWEEN THE COMPANY AND AN EMPLOYEE OF THE COMPANY OR ITS SUBSIDIARIES EFFECTIVE AS OF \_\_\_\_\_, 2024, A COPY OF WHICH MAY BE OBTAINED BY THE HOLDER HEREOF AT THE COMPANY’S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE.”

10. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

*VERADIGM INC.*

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
The Participant

Exhibit A

VERADIGM, INC.

RESTRICTED STOCK UNIT AWARD AGREEMENT

Investment Representation Statement

Holder: \_\_\_\_\_

Company: VERADIGM, INC.

Security: Common Stock Underlying Restricted Stock Units with respect to Veradigm, Inc.

Amount: \_\_\_\_\_

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

In connection with the acquisition of restricted stock units with respect to Veradigm, Inc. (the "RSUs"), the undersigned Holder represents to the Company the following:

1. The Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the **RSUs and the underlying Common Stock**. The Holder is acquiring the **RSUs and the underlying Common Stock** for investment for the Holder's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

2. The Holder acknowledges and understands that the **RSUs and the underlying Common Stock** constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. In this connection, the Holder understands that, in the view of the Securities and Exchange Commission (the "SEC"), the statutory basis for such exemption may be unavailable if the Holder's representation was predicated solely upon a present intention to hold the **Common Stock acquired upon vesting of the RSUs** for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the **underlying Common Stock**, or for a period of one year or any other fixed period in the future. The Holder further understands that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Holder further acknowledges and understands that the Company is under no obligation to register the **Common Stock underlying the RSUs**. The Holder understands that any certificate or other document or instrument evidencing the **Common Stock** will be imprinted with a legend which prohibits the transfer of the **Common Stock** unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company, and any other legend required under applicable state securities laws.

3. The Holder is familiar with the provisions of Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of “restricted securities” acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions and are available on the SEC’s website (www.sec.gov). The Common Stock may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires the resale to occur not less than six months after the later of the date the shares were sold by the Company or the date the shares were sold by an affiliate of the Company, within the meaning of Rule 144; and, in the case of acquisition of the Shares by an affiliate, or by a non-affiliate who subsequently holds the Shares less than six months and subject to the satisfaction of certain of the conditions specified by Rule 144, including: (1) the resale being made through a broker in an unsolicited “broker’s transaction” or in transactions directly with a market maker (as said term is defined under the Exchange Act); and, in the case of an affiliate, (2) the availability of certain public information about the Company, (3) the number of shares being sold during any three month period not exceeding the limitations specified in Rule 144(e), and (4) the timely filing of a Form 144, if applicable.

4. The Holder further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. The Holder understands that no assurances can be given that any such other registration exemption will be available in such event.

5. The Holder is an “*Accredited Investor*” as defined in Rule 501(a) of Regulation D promulgated under Section 4(a)(2) of the Securities Act and certifies that (check all appropriate descriptions that apply):

\_\_\_ The Holder is a natural person whose individual net worth, or joint net worth with his or her spouse or spousal equivalent<sup>1</sup>, exceeds \$1,000,000. For purposes of the foregoing, “net worth” means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person’s primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home’s estimated fair market value as long as the mortgage was incurred more than 60 days before the Securities are purchased, but includes (i) any mortgage amount in excess of the home’s fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of Securities for the purpose of investing in the Securities.

<sup>1</sup> The term “spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse.

\_\_\_ The Holder is a natural person who had individual income exceeding \$200,000 in each of the last two calendar years, and the Holer has a reasonable expectation of reaching the same income level in the current calendar year. For purposes of the foregoing, "income" means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received, (ii) the amount of losses claimed as a limited partner in a limited partnership, (iii) any deduction claimed for depletion, (iv) amounts contributed to an IRA or Keogh retirement plan, (v) alimony paid, and (vi) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.

\_\_\_ The Holder is a natural person who had joint income with his or her spouse or spousal equivalent exceeding \$300,000 in each of the last two calendar years, and the Holder have a reasonable expectation of reaching the same income level in the current calendar year. For purposes of the foregoing, "income" has the same meaning as defined in immediately preceding item.

Signature of Holder:

\_\_\_\_\_  
\_\_\_\_\_

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

## Exhibit B

The Restricted Stock Unit Award will become vested on the latest of the dates set forth in Section 1 and Section 2 below (each, a “Vesting Date”), provided that the participant remains continuously employed by the Company or its subsidiaries from the Grant Date through the applicable Vesting Date.

### 1. Time-Based Vesting Condition:

Subject to Section 2, below, the Restricted Stock Unit Award will vest in substantially equal installments as follows:

- (i) On the first anniversary of the Grant Date, 1/3<sup>rd</sup> of the restricted stock units subject to the Restricted Stock Unit Award,
- (ii) On the second anniversary of the Grant Date, an additional 1/3<sup>rd</sup> of the restricted stock units subject to the Restricted Stock Unit Award, and
- (iii) On the third anniversary of the Grant Date, the remaining 1/3<sup>rd</sup> of the restricted stock units subject to the Restricted Stock Unit Award.

### 2. Additional Vesting Condition

Notwithstanding the foregoing and except in connection with a Change in Control, the applicable portion of the Restricted Stock Unit Award will not vest or become unrestricted until the Company becomes current with its reporting obligations under the Securities Exchange Act of 1934, as amended (the “Additional Condition”). Any portion of the Restricted Stock Unit Award that previously failed to vest due to the Company having not satisfied the Additional Condition will vest and become unrestricted upon the satisfaction of the Additional Condition, subject to the participant remaining continuously employed by the Company or its subsidiaries through such date.

Name: Leland Westerfield  
Number of Shares Subject to the Stock [\_\_\_\_\_]   
Date of Grant: [\_\_\_\_\_]

VERADIGM INC.

**Restricted Stock Unit Award Agreement**

**THIS AGREEMENT** is made as of the Grant Date, by and between Veradigm Inc., a Delaware corporation (“Company”), and the participant (the participant).

**WHEREAS**, in recognition of your services to the Company, the Company considers it desirable and in its best interests that the participant be given a proprietary interest in the Company and an incentive to advance the interests of the Company by possessing units that are settled in shares of the Company’s Common Stock, \$.01 par value per share (the “Common Stock”), in accordance with the Company’s [2024 Stock Incentive Plan] (the “Plan”).

**NOW THEREFORE**, in consideration of the foregoing premises, it is agreed by and between the parties as follows:

1. **Grant of Restricted Stock Units.**

- (a) **Grant.** Subject to the terms and conditions set forth in this Agreement and the Plan (including participant executing and returning to the Company an investment representation statement in Exhibit A hereto), the Company hereby grants to the participant an award of granted restricted stock units (the “Restricted Stock Unit Award”), which shall vest and become unrestricted in accordance with Section 2 hereof.
- (b) **Transferability.** Restricted stock units subject to the Restricted Stock Unit Award and not then vested and unrestricted may not be sold, transferred, pledged, assigned, alienated, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, alienate, hypothecate or encumber, or otherwise dispose of such restricted stock units, the Restricted Stock Unit Award shall immediately become null and void.

2. **Vesting.**

- (a) **Vesting.** Subject to this Section 2, the Restricted Stock Unit Award shall vest and become unrestricted in accordance with Exhibit B hereto.
- (b) **Restricted Conduct.** If participant engages in any of the conduct described in subparagraphs (i) through (iv) below for any reason, in addition to all remedies in law and/or equity available to the Company, including the recovery of liquidated damages, participant shall forfeit the entire Restricted Stock Unit Award (whether or not vested) and shall immediately pay to the Company, with respect to



previously vested restricted stock units, an amount equal to (x) the per share Fair Market Value of the shares of Common Stock on the date on which the shares of Common Stock were issued with respect to the applicable previously vested restricted stock units times (y) the number of shares of Common Stock underlying such previously vested stock units, without regard to any Required Tax Payments (as defined below) that may have been deducted from such amount. For purposes of subparagraphs (i) through (iv) below, "Company" shall mean Veradigm Inc. and/or any of its Subsidiaries.

- (i) **Non-Solicitation.** Participant acknowledges that the identity and particular needs of the Company's customers are not generally known in the health care information technology and consulting industry and were not known to participant prior to participant's employment with the Company; that the Company has near permanent relationships with, and a proprietary interest in the identity of, its customers and their particular needs and requirements; and that documents and information regarding the Company's pricing, sales, costs and specialized requirements of the Company's customers are highly confidential and constitute trade secrets. Accordingly, participant covenants and agrees that during the term of participant's employment with the Company and for a period of twenty-four (24) months after the termination of such employment for any reason whatsoever, whether occasioned by the Company, participant or the mutual agreement of the parties, participant will not, except on behalf of the Company during and within the authorized scope of participant's employment with the Company, directly or indirectly: (i) call on, solicit or otherwise deal with any accounts, customers or prospects of the Company which participant called upon, contacted, solicited, sold to, or about which participant learned Confidential Information (as defined herein) while employed by the Company, for the purpose of soliciting, selling or both, to any such account, customer or prospect, any products or services similar to or in competition with any products or services then-being represented or sold by the Company; and (ii) solicit, or accept if offered to participant, with or without solicitation, the services of any person who is an employee of the Company, nor solicit any employee of the Company to terminate employment with the Company, nor agree to hire, on behalf of myself or any entity or other person, any employee of the Company into employment with participant or any other person or entity. Participant agrees not to solicit, directly or indirectly, such accounts, customers, prospects or employees for participant or for any other person or entity. For purposes of this Section, "prospects" means entities or individuals which have had more than de minimus contact with the Company in the context of entering into a relationship with the Company being a provider of products or services to such entity or individual.
- (ii) **Non-Interference with Business Relationships.** Participant covenants and agrees that during the term of participant's employment with the Company and for a period of twenty-four (24) months after the termination of such employment for any reason whatsoever, whether occasioned by the Company, participant or the mutual agreement of the parties, participant will not interact with any person or entity with which

the Company has a business relationship, or with which the Company is preparing to have a business relationship, with the intent of affecting such relationship or intended relationship in a manner adverse to the Company.

(iii) **Non-Competition.**

- (1) Participant will not Compete during participant's employment with the Company or at any time during the twenty-four (24) month period following the termination of participant's employment, regardless of the reason for such termination, whether occasioned by the Company, participant or the mutual agreement of the parties.

SECTION (iii) IS NOT APPLICABLE TO ANY PARTICIPANT LOCATED IN CALIFORNIA OR WHO PERFORMS THE SUBSTANTIAL MAJORITY OF THEIR JOB DUTIES IN CALIFORNIA

- (2) For purposes of this Section (iii), "Compete" means, directly or indirectly, for participant's own benefit or for the benefit of others, render services for a Competing Organization in connection with Competing Products or Services anywhere within the Restricted Territory. These prohibitions apply regardless of where such services physically are rendered.
- (3) For purposes of this Section (iii), "Competing Products or Services" means products, processes, or services of any person or organization other than the Company, in existence or under development, which are substantially the same, may be substituted for, or applied to substantially the same end use as any product, process, or service of the Company with which participant works or worked, during the time of participant's employment with the Company or about which participant acquires or acquired, Confidential Information through participant's work with the Company.
- (4) For purposes of this Section (iii), "Competing Organization" means persons or organizations, including participant, engaged in, or about to become engaged in research or development, production, distribution, marketing, providing or selling of a Competing Product or Service.
- (5) For purposes of this Section (iii), "Restricted Territory" means either: (i) during participant's employment with the Company, anywhere in the world; or (ii) after cessation of participant's employment with the Company, then, in descending order of preference based on legal enforceability, (A) within the United States (including its territories) and within each country in which the Company has conducted business or directed material resources in soliciting business in the prior twenty-four (24) month period, (B) within the United States (including its territories) and

within any other county that at any time was within the scope of participant's employment with the Company, (C) within any country that at any time during last two (2) years of participant's employment with the Company was within the scope of such employment, or (D) within any geographic region(s) that at any time during last two (2) years of participant's employment with the Company was within the scope of such employment.

- (6) Participant agrees that in the event a court determines the length of time or the geographic area or activities prohibited under this Section (iii) are too restrictive to be enforceable, the court may reduce the scope of the restriction to the extent necessary to make the restriction enforceable.
- (iv) **Non-Disclosure.** Participant will not during the period of participant's employment with the Company (other than as needed to fulfill the authorized scope of participant's employment duties with the Company) or thereafter use for participant or for others or divulge or convey to any other person (except those persons designated by the Company) any Confidential Information obtained by participant during the period of participant's employment with the Company. Participant agrees to observe all Company policies and procedures concerning such Confidential Information. Participant agrees that, except as may be permitted by written Company policies, participant will not remove from the Company's premises any such Confidential Information without the written authorization of the Company. Participant's obligations under this Section (iv) will continue with respect to Confidential Information until such information becomes generally available from public sources through no fault of participant. If participant is requested, become legally compelled by subpoena or otherwise, or is required by a regulatory body to make any disclosure that is prohibited by this Section (iv), participant will promptly notify the Company so that the Company may seek a protective order or other appropriate remedy if the Company deems such protection or remedy necessary under the circumstances. Subject to the foregoing, participant may furnish only that portion of Confidential Information that participant is legally compelled or required to disclose. The restrictions set forth herein are in addition to and not in lieu of any obligations participant may have by law with respect to Confidential Information, including any obligations participant may have under the Uniform Trade Secrets Act and/or similar statutes as applicable in the state of participant's residence and/or the state of participant's primary work location.
- (v) **Definition of Confidential Information.** As used herein, "Confidential Information" shall include, but is not limited to, the following categories of information, knowledge, or data currently known or later developed or acquired relating to the Company's

business or received by the Company in confidence from or about third parties, in each case when the same is not in the public domain or otherwise publicly available (other than as result of a wrongful act of an agent or employee of the Company):

- (1) Any information concerning the Company's products, business, business relationships, business plans or strategies, marketing plans, contract provisions, actual or prospective suppliers or vendors, services, actual or anticipated research or development, new product development, inventions, prototypes, models, solutions, discussion guides, documentation, techniques, actual or planned patent applications, technological or engineering data, formulae, processes, designs, production plans or methods, or any related technical or manufacturing know-how or other information;
  - (2) Any information concerning the Company's financial or profit data, pricing or cost formulas, margins, marketing information, sales representative or distributor lists, or any information relating to corporate developments (including possible acquisitions or divestitures);
  - (3) Any information concerning the Company's current or prospective customer lists or arrangements, equipment or methods used or preferred by the Company's customers, or the patients of customers;
  - (4) Any information concerning the Company's use of computer software, source code, object code, or algorithms or architecture retained in or related to the Company's computer or computer systems;
  - (5) Any personal or performance information about any Company employee other than participant;
  - (6) Any information supplied to or acquired by the Company under an obligation to keep such information confidential, including without limitation Protected Health Information (PHI) as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA);
  - (7) Any information, whether or not designated as confidential, obtained or observed by participant or other Company employees during training sessions related to participant's work for the Company; and
  - (8) Any other information treated as trade secrets or otherwise confidential by the Company.
  - (9) Participant hereby acknowledges that some of this information may not be a "trade secret" under applicable law. Nevertheless, participant agrees not to disclose it
- (c) Change in Control. In the event of a Change in Control (as defined in the Plan), each of the vesting conditions set forth on Exhibit B shall be waived and the Restricted Stock Unit Award shall fully vest as of the date of such Change in Control and the award shall be settled in a cash payment to the participant based on the number of restricted stock units subject to the award and the per share transaction price in the Change in Control transaction.

- (d) **Settlement of Restricted Stock Units.** Within twenty (20) days following the date restricted stock units subject to this Agreement become vested and unrestricted, one share of Common Stock (or, as contemplated by Sections 2(c) or 2(e), a cash equivalent) shall be issuable for each restricted stock unit that vests on such date, subject to the terms and conditions of the Plan and this Agreement; provided, however, if the Change in Control is not a “change in control event” within the meaning of Section 409A of the Code, then the Award shall vest as contemplated in Section 2(c) but shall not be settled until the earlier of the normal vesting date and the date of the participant’s termination of employment for any reason. Subject to Section 8, the Company will transfer such shares of Common Stock (or cash payment, as applicable) to the participant upon satisfaction of any required tax withholding obligations.
- (e) **Stockholder Approval of the Plan.** Notwithstanding anything in this Agreement or the Plan to the contrary, if required by the rules of the principal stock exchange on which the Company’s Common Stock is then traded, the Board will seek stockholder approval of the Plan prior to issuing any shares of Common Stock pursuant to the Restricted Stock Unit Award. If the Board (i) is unable to obtain such stockholder approval prior to the date on which such Common Stock is required to be issued in order to maintain compliance with or an exemption from Section 409A of the Code or (ii) determines, in its sole discretion, that seeking such stockholder approval is not in the best interest of the Company, the restricted stock units shall be settled by a cash payment to the participant based on the number of restricted stock units subject to the award that are then issuable and the Fair Market Value of a share of Common Stock on the applicable Vesting Date.
3. **No Rights as Stockholder; Dividend Equivalents.** The participant shall not have any rights of a stockholder of the Company with respect to any shares of Common Stock issuable upon the vesting of restricted stock units subject to this Agreement (including the right to vote and to receive dividends and other distributions paid with respect to shares of Common Stock), unless and until, and only to the extent, the Restricted Stock Unit Award is settled by the issuance of such shares of Common Stock to the participant. Notwithstanding the foregoing, at such time as the restrictions lapse, an amount equal to any cash dividends that would have been payable to the participant if the shares of Common Stock underlying the restricted stock units subject to this Agreement had been issued to the participant during the restriction period shall be paid in cash to the participant with respect to the actual number of restricted stock units that have vested. This Section 3 will not apply with respect to record dates for dividends occurring prior to the Grant Date or after the restriction period has lapsed.

4. **Termination of Unvested Restricted Stock Unit Award.** Notwithstanding anything to the contrary in any employment or other agreement between the participant and the Company and subject to Section 2, the Restricted Stock Unit Award will be treated as follows following the participant's termination of employment with the Company (or an affiliate of the Company if such affiliate is the participant's employer):
- (a) Upon termination of employment (x) by the Company for Cause at any time following the Grant Date or (y) for any reason other than by the Company without Cause or by the participant with Good Reason prior to December 6, 2024, the Restricted Stock Unit Award shall be forfeited by the participant and such portion shall be cancelled by the Company.
  - (b) Upon termination of employment by the Company without Cause or resignation by the participant with Good Reason at any time following the Grant Date, or termination of employment at any time following the Grant Date by reason of the expiration of the Term, as defined in the Letter Agreement between Company and participant dated December 7, 2023, as extended by the Renewal Agreement dated May 28, 2024, without an offer by the Company of substantially comparable ongoing full-time employment, each of the vesting conditions set forth on Exhibit B shall be waived (including, for the avoidance of doubt, the "Additional Condition") and the Restricted Stock Unit Award shall fully vest as of the date of such termination of employment.
  - (c) Upon termination of employment on or after December 6, 2024 for any reason other than as set forth in subsections (a) or (b) above, each of the vesting conditions set forth on Exhibit B shall be waived (including, for the avoidance of doubt, the "Additional Condition") and a pro rata portion of the unvested portion of the Restricted Stock Unit Award shall vest based on the number of days from the date of termination through the date of such termination of employment over [                      ].<sup>1</sup>
  - (d) Defined Terms:
    - (i) "Cause" shall mean (i) the willful or grossly negligent failure by the participant to perform his or her duties and obligations hereunder in any material respect, other than any such failure resulting from the disability of the participant, (ii) the participant's conviction of a crime or offense involving the property of the Company, or any crime or offense constituting a felony or involving fraud or moral turpitude; (iii) the participant's violation of any law, which violation is materially and demonstrably injurious to the operations or reputation of the Company; or (iv) the participant's material violation of any generally recognized policy of the Company.
    - (ii) "Good Reason" shall mean (i) any significant diminution in the participant's responsibilities from and after the date of the Change in Control, (ii) any material reduction in the annual salary or target incentive cash compensation of the participant from and after the date of the Change

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<sup>1</sup> NTD: This should be the number of days between December 6, 2024 and the one-year anniversary of the Grant Date.

in Control or (iii) any requirement after the date of the Change in Control (or prior thereto in connection with the Change in Control) to relocate to a location that is more than fifty (50) miles from the principal work location of the participant; provided, however, that the occurrence of any such condition shall not constitute Good Reason unless the participant provides written notice to the Company of the existence of such condition not later than 90 days after the initial existence of such condition, and the Company shall have failed to remedy such condition within 30 days after receipt of such notice.

5. **Adjustment in Event of Happening of Condition.**

In the event that there is any change in the number of issued shares of Common Stock of the Company without new consideration to the Company (such as by stock dividends or stock split-ups), then the number of unvested and restricted stock units subject to this Restricted Stock Award shall be adjusted in proportion to such change in issued shares.

If the outstanding shares of Common Stock of the Company shall be combined, or be changed into another kind of stock of the Company or into equity securities of another corporation, whether through recapitalization, reorganization, sale, merger, consolidation, etc., the Company shall cause adequate provision to be made whereby the unvested restricted stock units subject to this Agreement shall be adjusted equitably so that the securities received upon vesting shall be the same as if the vesting had occurred immediately prior to such recapitalization, reorganization, sale, merger, consolidation, etc.

6. **No Right to Continued Employment.** This Agreement shall not be construed as giving the participant the right to be retained in the employ of the Company.

7. **Provisions of Plan.** This Restricted Stock Unit Award is granted pursuant to, and subject to the terms and conditions of, the Plan (which is incorporated herein by reference). In the event a provision of this Agreement conflicts with the Plan, the terms of the Plan will prevail. the participant acknowledges receiving a copy of the Plan and this Agreement. Any capitalized term not defined herein shall have the same meaning as in the Plan.

8. **Withholding of Taxes; Section 409A.** The Company shall be entitled, if necessary or desirable, to withhold from any amounts due and payable by the Company to the participant (or to secure payment from the participant in lieu of withholding) the amount of any withholding or other tax due from the Company ("Required Tax Payments") with respect to any restricted stock units which become vested and unrestricted under this Agreement (or, if applicable, a cash payment under Section 2(c)), and the Company may defer issuance of Common Stock underlying such restricted stock units until such amounts are paid or withheld. The participant shall satisfy his or her Required Tax Payments by any of the following means: (1) a cash payment to the Company; (2) delivery (either actual delivery or by attestation procedures established by the Company) to the Company of previously owned whole shares of Common Stock (for which the participant has good title, free and clear of all liens and encumbrances) having a Fair Market Value (as defined in the Plan), determined as of the date the obligation to withhold or pay taxes first arises in connection with the Restricted Stock Unit Award (the "Tax Date"), equal to the Required Tax Payments; (3) authorizing the Company to

withhold from the shares of Common Stock otherwise to be delivered to the holder pursuant to the Restricted Stock Unit Award, a number of whole shares of Common Stock having a Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments; (4) if permitted under applicable law, a cash payment by a broker-dealer acceptable to the Company through whom the participant has sold the shares with respect to which the Required Tax Payments have arisen or (5) any combination of (1), (2) and (3). The Compensation Committee shall have sole discretion to disapprove of an election pursuant to any of clauses (2)-(5) for any holder who is not an "officer" (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934). Unless and until the Company determines otherwise, the method in clause (3) above shall be utilized. Shares of Common Stock to be delivered or withheld may not have a Fair Market Value in excess of the minimum amount of the Required Tax Payments. Any fraction of a share of Common Stock which would be required to satisfy such an obligation shall be disregarded and the remaining amount due shall be paid in cash by the holder. No certificate representing a share of Common Stock shall be delivered until the Required Tax Payments have been satisfied in full.

It is intended that any amounts payable under this Restricted Stock Unit Award will be exempt from the provisions of Code Section 409A of the Internal Revenue Code of 1986 and the treasury regulations relating thereto so as not to subject the participant to the payment of interest and tax penalty which may be imposed under Code Section 409A, and each payment hereunder shall be considered a separate payment. In furtherance of this interest, to the extent that any regulations or other guidance issued under Code Section 409A after the date of this Restricted Stock Unit Award would result in the participant being subject to payment of interest and tax penalty under Code Section 409A, the parties agree to amend this Restricted Stock Unit Award in order to bring this Restricted Stock Unit Award into compliance with Code Section 409A. No amount shall be payable pursuant to the termination of the participant's employment unless such termination constitutes a separation from service under Section 409A. To the extent any amounts payable upon the participant's separation from service are nonqualified deferred compensation under Section 409A, and if the participant is at such time a specified employee under Section 409A, then to the extent required under Section 409A payment of such amounts shall be postponed until six (6) months following the date of the participant's separation from service (or until any earlier date of the participant's death), upon which date all such postponed amounts shall be paid to the participant in a lump sum, and any remaining payments due shall be paid as otherwise provided herein. The determination of whether the participant is a specified employee shall be made by the Company in accordance with Section 409A.

9. **Securities Law Compliance.**

- (a) **Investment Representation.** Participant represents that Participant is acquiring the restricted stock units and, upon settlement, the underlying Common Stock as principal for participant's own account and not on behalf of others. Participant understands and acknowledges that federal and state securities laws govern and restrict participant's right to offer, sell or otherwise dispose of any shares of Common Stock acquired upon vesting unless participant's offer, sale or other disposition thereof is registered under the Securities Act of 1933, as amended (the "Securities Act"), and state securities laws, or in the opinion of the Company's counsel, such offer, sale or other disposition is exempt from registration or



prospectus qualification thereunder. Participant agrees that participant shall not offer, sell or otherwise dispose of any shares of Common Stock in any manner until the Company has an effective registration statement on file with respect to the Common Stock underlying the Restricted Stock Unit Award or in a manner which would violate or cause the Company to violate the Securities Act, the rules and regulations promulgated thereunder or any other state or federal law. Participant further understands that the any certificates issued with respect to the restricted stock units shall bear such legends as the Company deems necessary or desirable in connection with the Securities Act or other rules, regulations or laws.

(b) **Restrictive Legend.** To the extent certificates representing the Common Stock are issued, such certificates shall bear the following legend:

“THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SHARES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND CERTAIN OTHER AGREEMENTS SET FORTH IN A RESTRICTED STOCK UNIT AWARD AGREEMENT BETWEEN THE COMPANY AND AN EMPLOYEE OF THE COMPANY OR ITS SUBSIDIARIES EFFECTIVE AS OF \_\_\_\_\_, 2024, A COPY OF WHICH MAY BE OBTAINED BY THE HOLDER HEREOF AT THE COMPANY’S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE.”

10. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

*VERADIGM INC.*

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Leland Westerfield \_\_\_\_\_

\_\_\_\_\_  
The Participant

Exhibit A

VERADIGM, INC.

RESTRICTED STOCK UNIT AWARD AGREEMENT

Investment Representation Statement

Holder: \_\_\_\_\_

Company: VERADIGM, INC.

Security: Common Stock Underlying Restricted Stock Units with respect to Veradigm, Inc.

Amount: \_\_\_\_\_

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

In connection with the acquisition of restricted stock units with respect to Veradigm, Inc. (the "RSUs"), the undersigned Holder represents to the Company the following:

1. The Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the **RSUs and the underlying Common Stock**. The Holder is acquiring the **RSUs and the underlying Common Stock** for investment for the Holder's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").
2. The Holder acknowledges and understands that the **RSUs and the underlying Common Stock** constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. In this connection, the Holder understands that, in the view of the Securities and Exchange Commission (the "SEC"), the statutory basis for such exemption may be unavailable if the Holder's representation was predicated solely upon a present intention to hold the **Common Stock acquired upon vesting of the RSUs** for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the **underlying Common Stock**, or for a period of one year or any other fixed period in the future. The Holder further understands that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Holder further acknowledges and understands that the Company is under no obligation to register the **Common Stock underlying the RSUs**. The Holder understands that any certificate or other document or instrument evidencing the **Common Stock** will be imprinted with a legend which prohibits the transfer of the **Common Stock** unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company, and any other legend required under applicable state securities laws.

3. The Holder is familiar with the provisions of Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of “restricted securities” acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions and are available on the SEC’s website (www.sec.gov). The Common Stock may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires the resale to occur not less than six months after the later of the date the shares were sold by the Company or the date the shares were sold by an affiliate of the Company, within the meaning of Rule 144; and, in the case of acquisition of the Shares by an affiliate, or by a non-affiliate who subsequently holds the Shares less than six months and subject to the satisfaction of certain of the conditions specified by Rule 144, including: (1) the resale being made through a broker in an unsolicited “broker’s transaction” or in transactions directly with a market maker (as said term is defined under the Exchange Act); and, in the case of an affiliate, (2) the availability of certain public information about the Company, (3) the number of shares being sold during any three month period not exceeding the limitations specified in Rule 144(e), and (4) the timely filing of a Form 144, if applicable.

4. The Holder further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. The Holder understands that no assurances can be given that any such other registration exemption will be available in such event.

5. The Holder is an “**Accredited Investor**” as defined in Rule 501(a) of Regulation D promulgated under Section 4(a)(2) of the Securities Act and certifies that (check all appropriate descriptions that apply):

\_\_\_ The Holder is a natural person whose individual net worth, or joint net worth with his or her spouse or spousal equivalent<sup>2</sup>, exceeds \$1,000,000. For purposes of the foregoing, “net worth” means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person’s primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home’s estimated fair market value as long as the mortgage was incurred more than 60 days before the Securities are purchased, but includes (i) any mortgage amount in excess of the home’s fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of Securities for the purpose of investing in the Securities.

\_\_\_ The Holder is a natural person who had individual income exceeding \$200,000 in each of the last two calendar years, and the Holer has a reasonable expectation of reaching the

<sup>2</sup> The term “spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse.

same income level in the current calendar year. For purposes of the foregoing, "income" means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received, (ii) the amount of losses claimed as a limited partner in a limited partnership, (iii) any deduction claimed for depletion, (iv) amounts contributed to an IRA or Keogh retirement plan, (v) alimony paid, and (vi) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.

\_\_\_ The Holder is a natural person who had joint income with his or her spouse or spousal equivalent exceeding \$300,000 in each of the last two calendar years, and the Holder have a reasonable expectation of reaching the same income level in the current calendar year. For purposes of the foregoing, "income" has the same meaning as defined in immediately preceding item.

Signature of Holder:

\_\_\_\_\_  
\_\_\_\_\_

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

## Exhibit B

The Restricted Stock Unit Award will become vested on the latest of the dates set forth in Section 1 and Section 2 below (each, a “Vesting Date”), provided that the participant remains continuously employed by the Company or its subsidiaries from the Grant Date through the applicable Vesting Date.

1. Time-Based Vesting Condition:

Subject to Section 4 of the Agreement and Section 2 below, (i) fifty percent (50%) of the Restricted Stock Unit Award will vest on December 6, 2024 and (ii) the remaining fifty percent (50%) of the Restricted Stock Unit Award will vest on the first anniversary of the Grant Date.

2. Additional Vesting Condition

Notwithstanding the foregoing and except in connection with a Change in Control, the applicable portion of the Restricted Stock Unit Award will not vest or become unrestricted until the Company becomes current with its reporting obligations under the Securities Exchange Act of 1934, as amended (the “Additional Condition”). Any portion of the Restricted Stock Unit Award that previously failed to vest due to the Company having not satisfied the Additional Condition will vest and become unrestricted upon the satisfaction of the Additional Condition, subject to the participant remaining continuously employed by the Company or its subsidiaries through such date. For the avoidance of doubt, the Additional Condition shall cease to apply upon a Change in Control or a termination of participant’s employment described in Section 4(b) above.

**Name:** [ ]  
**Number of Shares Subject to the Stock** [ ]  
**Date of Grant:** [ ]

*VERADIGM INC.*

**Restricted Stock Unit Award Agreement**

**Performance-Based Vesting – Relative TSR**

**THIS AGREEMENT** is made as of the Grant Date, by and between Veradigm Inc., a Delaware corporation (“Company”), and [ ] (the participant).

**WHEREAS**, in recognition of your services to the Company, the Company considers it desirable and in its best interests that the participant be given a proprietary interest in the Company and an incentive to advance the interests of the Company by possessing units that are settled in shares of the Company’s Common Stock, \$.01 par value per share (the “Common Stock”), in accordance with the Company’s 2024 Stock Incentive Plan (the “Plan”).

**NOW THEREFORE**, in consideration of the foregoing premises, it is agreed by and between the parties as follows:

1. **Grant of Restricted Stock Units.**

- (a) **Grant.** Subject to the terms and conditions set forth in this Agreement and the Plan (including participant executing and returning to the Company an investment representation statement in Exhibit A hereto), the Company hereby grants to the participant an award of granted restricted stock units (the “Restricted Stock Unit Award”), which shall vest and become unrestricted in accordance with Section 2 hereof.
- (b) **Transferability.** Restricted stock units subject to the Restricted Stock Unit Award and not then vested and unrestricted may not be sold, transferred, pledged, assigned, alienated, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, alienate, hypothecate or encumber, or otherwise dispose of such restricted stock units, the Restricted Stock Unit Award shall immediately become null and void.

2. **Vesting.**

- (a) **Vesting.** Subject to this Section 2, the Restricted Stock Unit Award shall vest and become unrestricted in accordance with Exhibit B hereto.

- (b) **Restricted Conduct.** If participant engages in any of the conduct described in subparagraphs (i) through (iv) below for any reason, in addition to all remedies in law and/or equity available to the Company, including the recovery of liquidated damages, participant shall forfeit the entire Restricted Stock Unit Award (whether or not vested) and shall immediately pay to the Company, with respect to previously vested restricted stock units, an amount equal to (x) the per share Fair Market Value of the shares of Common Stock on the date on which the shares of Common Stock were issued with respect to the applicable previously vested restricted stock units times (y) the number of shares of Common Stock underlying such previously vested stock units, without regard to any Required Tax Payments (as defined below) that may have been deducted from such amount. For purposes of subparagraphs (i) through (iv) below, "Company" shall mean Veradigm Inc. and/or any of its Subsidiaries.
- (i) **Non-Solicitation.** Participant acknowledges that the identity and particular needs of the Company's customers are not generally known in the health care information technology and consulting industry and were not known to participant prior to participant's employment with the Company; that the Company has near permanent relationships with, and a proprietary interest in the identity of, its customers and their particular needs and requirements; and that documents and information regarding the Company's pricing, sales, costs and specialized requirements of the Company's customers are highly confidential and constitute trade secrets. Accordingly, participant covenants and agrees that during the term of participant's employment with the Company and for a period of twenty-four (24) months after the termination of such employment for any reason whatsoever, whether occasioned by the Company, participant or the mutual agreement of the parties, participant will not, except on behalf of the Company during and within the authorized scope of participant's employment with the Company, directly or indirectly: (i) call on, solicit or otherwise deal with any accounts, customers or prospects of the Company which participant called upon, contacted, solicited, sold to, or about which participant learned Confidential Information (as defined herein) while employed by the Company, for the purpose of soliciting, selling or both, to any such account, customer or prospect, any products or services similar to or in competition with any products or services then-being represented or sold by the Company; and (ii) solicit, or accept if offered to participant, with or without solicitation, the services of any person who is an employee of the Company, nor solicit any employee of the Company to terminate employment with the Company, nor agree to hire, on behalf of myself or any entity or other person, any employee of the Company into employment with participant or any other person or entity. Participant agrees not to solicit, directly or indirectly, such accounts, customers, prospects or employees for participant or for any other person or entity. For purposes of this Section, "prospects" means entities or individuals which have had more than de minimus contact with the Company in the context of entering into a relationship with the Company being a provider of products or services to such entity or individual.



- (ii) **Non-Interference with Business Relationships.** Participant covenants and agrees that during the term of participant's employment with the Company and for a period of twenty-four (24) months after the termination of such employment for any reason whatsoever, whether occasioned by the Company, participant or the mutual agreement of the parties, participant will not interact with any person or entity with which the Company has a business relationship, or with which the Company is preparing to have a business relationship, with the intent of affecting such relationship or intended relationship in a manner adverse to the Company.
- (iii) **Non-Competition.**
- (1) Participant will not Compete during participant's employment with the Company or at any time during the twenty-four (24) month period following the termination of participant's employment, regardless of the reason for such termination, whether occasioned by the Company, participant or the mutual agreement of the parties.
- SECTION (iii) IS NOT APPLICABLE TO ANY PARTICIPANT LOCATED IN CALIFORNIA OR WHO PERFORMS THE SUBSTANTIAL MAJORITY OF THEIR JOB DUTIES IN CALIFORNIA.
- (2) For purposes of this Section (iii), "Compete" means, directly or indirectly, for participant's own benefit or for the benefit of others, render services for a Competing Organization in connection with Competing Products or Services anywhere within the Restricted Territory. These prohibitions apply regardless of where such services physically are rendered.
- (3) For purposes of this Section (iii), "Competing Products or Services" means products, processes, or services of any person or organization other than the Company, in existence or under development, which are substantially the same, may be substituted for, or applied to substantially the same end use as any product, process, or service of the Company with which participant works or worked, during the time of participant's employment with the Company or about which participant acquires or acquired, Confidential Information through participant's work with the Company.
- (4) For purposes of this Section (iii), "Competing Organization" means persons or organizations, including participant, engaged in, or about to become engaged in research or development, production, distribution, marketing, providing or selling of a Competing Product or Service.
- (5) For purposes of this Section (iii), "Restricted Territory" means either: (i) during participant's employment with the Company, anywhere in the world; or (ii) after cessation of participant's employment with the Company, then, in descending order of preference based on legal enforceability, (A) within the United States (including its territories) and within each country in which the Company has conducted business or directed material resources in soliciting business in the prior twenty-four (24) month period, (B)

within the United States (including its territories) and within any other county that at any time was within the scope of participant's employment with the Company, (C) within any country that at any time during last two (2) years of participant's employment with the Company was within the scope of such employment, or (D) within any geographic region(s) that at any time during last two (2) years of participant's employment with the Company was within the scope of such employment.

- (6) Participant agrees that in the event a court determines the length of time or the geographic area or activities prohibited under this Section (iii) are too restrictive to be enforceable, the court may reduce the scope of the restriction to the extent necessary to make the restriction enforceable.
- (iv) **Non-Disclosure.** Participant will not during the period of participant's employment with the Company (other than as needed to fulfill the authorized scope of participant's employment duties with the Company) or thereafter use for participant or for others or divulge or convey to any other person (except those persons designated by the Company) any Confidential Information obtained by participant during the period of participant's employment with the Company. Participant agrees to observe all Company policies and procedures concerning such Confidential Information. Participant agrees that, except as may be permitted by written Company policies, participant will not remove from the Company's premises any such Confidential Information without the written authorization of the Company. Participant's obligations under this Section (iv) will continue with respect to Confidential Information until such information becomes generally available from public sources through no fault of participant. If participant is requested, become legally compelled by subpoena or otherwise, or is required by a regulatory body to make any disclosure that is prohibited by this Section (iv), participant will promptly notify the Company so that the Company may seek a protective order or other appropriate remedy if the Company deems such protection or remedy necessary under the circumstances. Subject to the foregoing, participant may furnish only that portion of Confidential Information that participant is legally compelled or required to disclose. The restrictions set forth herein are in addition to and not in lieu of any obligations participant may have by law with respect to Confidential Information, including any obligations participant may have under the Uniform Trade Secrets Act and/or similar statutes as applicable in the state of participant's residence and/or the state of participant's primary work location.
- (v) **Definition of Confidential Information.** As used herein, "Confidential Information" shall include, but is not limited to, the following categories of information, knowledge, or data currently known or later developed or acquired relating to the Company's business or received by the Company in confidence from or about third parties, in each case when the same is not in the public domain or otherwise publicly available (other than as result of a wrongful act of an agent or employee of the Company):

- (1) Any information concerning the Company's products, business, business relationships, business plans or strategies, marketing plans, contract provisions, actual or prospective suppliers or vendors, services, actual or anticipated research or development, new product development, inventions, prototypes, models, solutions, discussion guides, documentation, techniques, actual or planned patent applications, technological or engineering data, formulae, processes, designs, production plans or methods, or any related technical or manufacturing know-how or other information;
- (2) Any information concerning the Company's financial or profit data, pricing or cost formulas, margins, marketing information, sales representative or distributor lists, or any information relating to corporate developments (including possible acquisitions or divestitures);
- (3) Any information concerning the Company's current or prospective customer lists or arrangements, equipment or methods used or preferred by the Company's customers, or the patients of customers;
- (4) Any information concerning the Company's use of computer software, source code, object code, or algorithms or architecture retained in or related to the Company's computer or computer systems;
- (5) Any personal or performance information about any Company employee other than participant;
- (6) Any information supplied to or acquired by the Company under an obligation to keep such information confidential, including without limitation Protected Health Information (PHI) as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA);
- (7) Any information, whether or not designated as confidential, obtained or observed by participant or other Company employees during training sessions related to participant's work for the Company; and
- (8) Any other information treated as trade secrets or otherwise confidential by the Company.
- (9) Participant hereby acknowledges that some of this information may not be a "trade secret" under applicable law. Nevertheless, participant agrees not to disclose it

- (c) Accelerated Vesting for Termination following a Change in Control or Failure to Assume. Unless otherwise provided in another written agreement between the participant and the Company, in the event of a Change in Control (as defined in the Plan) in which the successor company (including the parent of any surviving corporation in a merger) assumes or substitutes the Restricted Stock Unit Award, all unearned restricted stock units subject to the Restricted Stock Unit Award shall be deemed to be earned based on relative TSR (as such term is defined in Exhibit B hereto), the number of which shall be determined based on the market price of the Company's Common Stock being the closing price on the date of the consummation of the Change in Control and the market price of the Company's Comparison Group (as such term is defined in Exhibit B hereto) being an average of the closing prices for the 30-day period ending five business days prior to such consummation, and all such earned restricted stock units shall remain unvested and shall continue to vest in accordance with their original vesting schedule; provided, however that if the participant's employment with such successor company (or a subsidiary thereof) is terminated within 24 months following such Change in Control (or within three months prior thereto in connection with the Change in Control) without Cause by the Company or the successor company or by the participant for Good Reason, all restrictions, limitations and other conditions applicable to the Restricted Stock Unit Award outstanding as of the date of such termination of employment (or as of the date of the Change in Control if termination occurred prior to and in connection with the Change in Control) shall lapse and the restricted stock units shall become free of all restrictions, subject to any restrictions under applicable securities law. In the event of a Change in Control in which the Restricted Stock Unit Award is not effectively assumed or substituted by the successor company (including the parent of any surviving corporation in a merger), all unearned restricted stock units subject to the Restricted Stock Unit Award shall be deemed to be earned based on relative TSR, the number of which shall be determined based on the market price of the Company's Common Stock being the closing price on the date of the consummation of the Change in Control and the market price of the Company's Comparison Group being an average of the closing prices for the 30-day period ending five business days prior to such consummation and the Restricted Stock Unit Award shall vest as of the date of such Change in Control and the award shall be settled in a cash payment to the participant based on the number of vested restricted stock units subject to the award and the per share transaction price in the Change in Control transaction. For the purposes of this Section 2(c), the Restricted Stock Unit Award shall be considered assumed if, following the Change in Control, the Restricted Stock Unit Award confers the right to receive, for each restricted stock unit subject to the Restricted Stock Unit Award and unvested immediately prior to the Change in Control, the consideration (whether stock, cash or other securities or property) received in the Change in Control by holders of Common Stock held on the effective date of the Change in Control (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares); provided, however, that if such consideration received in the Change in Control is not solely common stock of the successor company, the Committee may, with the consent of the successor company, provide that the consideration to be received upon the vesting of the Restricted Stock Unit Award, for each share of Common Stock subject thereto, will be solely common stock of the successor company substantially equal in fair market value to the per share consideration received by holders of shares of Common Stock in the Change in Control. The determination of such substantial equality of value of consideration shall be made by the Committee in its sole discretion and its determination shall be conclusive and binding.
- (d) Settlement of Restricted Stock Units. Within thirty (30) days following the date restricted stock units subject to this Agreement become vested and unrestricted, one share of Common Stock (or, as contemplated by Sections 2(c) or 2(e), a cash equivalent) shall be issuable for each restricted stock unit that vests on such date, subject to the terms and conditions of the Plan and this Agreement. Subject to Section 8, the Company will transfer such shares of Common Stock (or cash payment, as applicable) to the participant upon satisfaction of any required tax withholding obligations.

- (e) **Stockholder Approval** of the Plan. Notwithstanding anything in this Agreement or the Plan to the contrary, if required by the rules of the principal stock exchange on which the Company's Common Stock is then traded, the Board will seek stockholder approval of the Plan prior to issuing any shares of Common Stock pursuant to the Restricted Stock Unit Award. If the Board (i) is unable to obtain such stockholder approval prior to the date on which such Common Stock is required to be issued in order to maintain compliance with or an exemption from Section 409A of the Code or (ii) determines, in its sole discretion, that seeking such stockholder approval is not in the best interest of the Company, the restricted stock units shall be settled by a cash payment to the participant based on the number of restricted stock units subject to the award that are then issuable and the Fair Market Value of a share of Common Stock on the applicable Vesting Date.
- (f) **Other Defined Terms.**
- Cause.* "Cause" shall mean (i) the willful or grossly negligent failure by the participant to perform his or her duties and obligations hereunder in any material respect, other than any such failure resulting from the disability of the participant, (ii) the participant's conviction of a crime or offense involving the property of the Company, or any crime or offense constituting a felony or involving fraud or moral turpitude; (iii) the participant's violation of any law, which violation is materially and demonstrably injurious to the operations or reputation of the Company; or (iv) the participant's material violation of any generally recognized policy of the Company.
- Good Reason.* "Good Reason" shall mean (i) any significant diminution in the participant's responsibilities from and after the date of the Change in Control, (ii) any material reduction in the annual salary or target incentive cash compensation of the participant from and after the date of the Change in Control or (iii) any requirement after the date of the Change in Control (or prior thereto in connection with the Change in Control) to relocate to a location that is more than fifty (50) miles from the principal work location of the participant; provided, however, that the occurrence of any such condition shall not constitute Good Reason unless the participant provides written notice to the Company of the existence of such condition not later than 90 days after the initial existence of such condition, and the Company shall have failed to remedy such condition within 30 days after receipt of such notice.
3. **No Rights as Stockholder; Dividend Equivalents.** The participant shall not have any rights of a stockholder of the Company with respect to any shares of Common Stock issuable upon the vesting of restricted stock units subject to this Agreement (including the right to vote and to receive dividends and other distributions paid with respect to shares of Common Stock), unless and until, and only to the extent, the Restricted Stock Unit Award is settled by the issuance of such shares of Common Stock to the participant. Notwithstanding the foregoing, at such time as the restrictions lapse, an amount equal to any cash dividends that would have been payable to the participant if the shares of Common Stock underlying the restricted stock units subject to this Agreement had been issued to the participant during the restriction period shall be paid in cash to the participant with respect to the actual number of restricted stock units that have vested. This Section 3 will not apply with respect to record dates for dividends occurring prior to the Grant Date or after the restriction period has lapsed.
4. **Termination of Unvested Restricted Stock Unit Award.** Notwithstanding anything to the contrary in any employment or other agreement between the participant and the Company and subject to Section 2 if the participant's employment with the Company (or an affiliate of the Company if such affiliate is the participant's employer) is terminated for any reason, the portion of the Restricted Stock Unit Award which is not vested and unrestricted as of the date of termination shall be forfeited by the participant and such portion shall be cancelled by the Company.

5. **Adjustment in Event of Happening of Condition.**

In the event that there is any change in the number of issued shares of Common Stock of the Company without new consideration to the Company (such as by stock dividends or stock split-ups), then the number of unvested and restricted stock units subject to this Restricted Stock Award shall be adjusted in proportion to such change in issued shares.

If the outstanding shares of Common Stock of the Company shall be combined, or be changed into another kind of stock of the Company or into equity securities of another corporation, whether through recapitalization, reorganization, sale, merger, consolidation, etc., the Company shall cause adequate provision to be made whereby the unvested restricted stock units subject to this Agreement shall be adjusted equitably so that the securities received upon vesting shall be the same as if the vesting had occurred immediately prior to such recapitalization, reorganization, sale, merger, consolidation, etc.

6. **No Right to Continued Employment.** This Agreement shall not be construed as giving the participant the right to be retained in the employ of the Company.

7. **Provisions of Plan.** This Restricted Stock Unit Award is granted pursuant to, and subject to the terms and conditions of, the Plan (which is incorporated herein by reference). In the event a provision of this Agreement conflicts with the Plan, the terms of the Plan will prevail. the participant acknowledges receiving a copy of the Plan and this Agreement. Any capitalized term not defined herein shall have the same meaning as in the Plan.

8. **Withholding of Taxes; Section 409A.** The Company shall be entitled, if necessary or desirable, to withhold from any amounts due and payable by the Company to the participant (or to secure payment from the participant in lieu of withholding) the amount of any withholding or other tax due from the Company (“Required Tax Payments”) with respect to any restricted stock units which become vested and unrestricted under this Agreement (or, if applicable, a cash payment under Section 2(c) or Section 2(e)), and the Company may defer issuance of Common Stock underlying such restricted stock units until such amounts are paid or withheld. The participant shall satisfy his or her Required Tax Payments by any of the following means: (1) a cash payment to the Company; (2) delivery (either actual delivery or by attestation procedures established by the Company) to the Company of previously owned whole shares of Common Stock (for which the participant has good title, free and clear of all liens and encumbrances) having a Fair Market Value (as defined in the Plan), determined as of the date the obligation to withhold or pay taxes first arises in connection with the Restricted Stock Unit Award (the “Tax Date”), equal to the Required Tax Payments; (3) authorizing the Company to withhold from the shares of Common Stock otherwise to be delivered to the holder pursuant to the Restricted Stock Unit Award, a number of whole shares of Common Stock having a Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments; (4) if permitted under applicable law, a cash payment by a broker-dealer acceptable to the Company through whom the participant has sold the shares with respect to which the Required Tax Payments have arisen or (5) any combination of (1), (2) and (3). The Compensation Committee shall have sole discretion to disapprove of an election pursuant to any of clauses (2)-(5) for any holder who is not an “officer” (as defined in Rule 16a-1(f) under the Securities Exchange Act of

1934). Unless and until the Company determines otherwise, the method in clause (3) above shall be utilized. Shares of Common Stock to be delivered or withheld may not have a Fair Market Value in excess of the minimum amount of the Required Tax Payments. Any fraction of a share of Common Stock which would be required to satisfy such an obligation shall be disregarded and the remaining amount due shall be paid in cash by the holder. No certificate representing a share of Common Stock shall be delivered until the Required Tax Payments have been satisfied in full.

It is intended that any amounts payable under this Restricted Stock Unit Award will be exempt from the provisions of Code Section 409A of the Internal Revenue Code of 1986 and the treasury regulations relating thereto so as not to subject the participant to the payment of interest and tax penalty which may be imposed under Code Section 409A, and each payment hereunder shall be considered a separate payment. In furtherance of this interest, to the extent that any regulations or other guidance issued under Code Section 409A after the date of this Restricted Stock Unit Award would result in the participant being subject to payment of interest and tax penalty under Code Section 409A, the parties agree to amend this Restricted Stock Unit Award in order to bring this Restricted Stock Unit Award into compliance with Code Section 409A. No amount shall be payable pursuant to the termination of the participant's employment unless such termination constitutes a separation from service under Section 409A. To the extent any amounts payable upon the participant's separation from service are nonqualified deferred compensation under Section 409A, and if the participant is at such time a specified employee under Section 409A, then to the extent required under Section 409A payment of such amounts shall be postponed until six (6) months following the date of the participant's separation from service (or until any earlier date of the participant's death), upon which date all such postponed amounts shall be paid to the participant in a lump sum, and any remaining payments due shall be paid as otherwise provided herein. The determination of whether the participant is a specified employee shall be made by the Company in accordance with Section 409A.

9. **Securities Law Compliance.**

- (a) **Investment Representation.** Participant represents that Participant is acquiring the restricted stock units and, upon settlement, the underlying Common Stock as principal for participant's own account and not on behalf of others. Participant understands and acknowledges that federal and state securities laws govern and restrict participant's right to offer, sell or otherwise dispose of any shares of Common Stock acquired upon vesting unless participant's offer, sale or other disposition thereof is registered under the Securities Act of 1933, as amended (the "Securities Act"), and state securities laws, or in the opinion of the Company's counsel, such offer, sale or other disposition is exempt from registration or prospectus qualification thereunder. Participant agrees that participant shall not offer, sell or otherwise dispose of any shares of Common Stock in any manner until the Company has an effective registration statement on file with respect to the Common Stock underlying the Restricted Stock Unit Award or in a manner which would violate or cause the Company to violate the Securities Act, the rules and regulations promulgated thereunder or any other state or federal law. Participant further understands that the any certificates issued with respect to the restricted stock units shall bear such legends as the Company deems necessary or desirable in connection with the Securities Act or other rules, regulations or laws.

(b) **Restrictive Legend.** To the extent certificates representing the Common Stock are issued, such certificates shall bear the following legend:

“THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SHARES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND CERTAIN OTHER AGREEMENTS SET FORTH IN A RESTRICTED STOCK UNIT AWARD AGREEMENT BETWEEN THE COMPANY AND AN EMPLOYEE OF THE COMPANY OR ITS SUBSIDIARIES EFFECTIVE AS OF \_\_\_\_\_, 2024, A COPY OF WHICH MAY BE OBTAINED BY THE HOLDER HEREOF AT THE COMPANY’S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE.”

10. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

*VERADIGM INC.*

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
The Participant

Exhibit A

VERADIGM, INC.

RESTRICTED STOCK UNIT AWARD AGREEMENT

Investment Representation Statement

Holder: \_\_\_\_\_  
Company: VERADIGM, INC.  
Security: Common Stock Underlying Restricted Stock Units with respect to Veradigm, Inc.  
Amount: \_\_\_\_\_  
Date: \_\_\_\_\_

In connection with the acquisition of restricted stock units with respect to Veradigm, Inc. (the "RSUs"), the undersigned Holder represents to the Company the following:

1. The Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the **RSUs and the underlying Common Stock**. The Holder is acquiring the **RSUs and the underlying Common Stock** for investment for the Holder's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").
2. The Holder acknowledges and understands that the **RSUs and the underlying Common Stock** constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. In this connection, the Holder understands that, in the view of the Securities and Exchange Commission (the "SEC"), the statutory basis for such exemption may be unavailable if the Holder's representation was predicated solely upon a present intention to hold the **Common Stock acquired upon vesting of the RSUs** for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the **underlying Common Stock**, or for a period of one year or any other fixed period in the future. The Holder further understands that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Holder further acknowledges and understands that the Company is under no obligation to register the **Common Stock underlying the RSUs**. The Holder understands that any certificate or other document or instrument evidencing the **Common Stock** will be imprinted with a legend which prohibits the transfer of the **Common Stock** unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company, and any other legend required under applicable state securities laws.

3. The Holder is familiar with the provisions of Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of “restricted securities” acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions and are available on the SEC’s website (www.sec.gov). The Common Stock may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires the resale to occur not less than six months after the later of the date the shares were sold by the Company or the date the shares were sold by an affiliate of the Company, within the meaning of Rule 144; and, in the case of acquisition of the Shares by an affiliate, or by a non-affiliate who subsequently holds the Shares less than six months and subject to the satisfaction of certain of the conditions specified by Rule 144, including: (1) the resale being made through a broker in an unsolicited “broker’s transaction” or in transactions directly with a market maker (as said term is defined under the Exchange Act); and, in the case of an affiliate, (2) the availability of certain public information about the Company, (3) the number of shares being sold during any three month period not exceeding the limitations specified in Rule 144(e), and (4) the timely filing of a Form 144, if applicable.

4. The Holder further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. The Holder understands that no assurances can be given that any such other registration exemption will be available in such event.

5. The Holder is an “*Accredited Investor*” as defined in Rule 501(a) of Regulation D promulgated under Section 4(a)(2) of the Securities Act and certifies that (check all appropriate descriptions that apply):

\_\_\_\_\_ The Holder is a natural person whose individual net worth, or joint net worth with his or her spouse or spousal equivalent<sup>1</sup>, exceeds \$1,000,000. For purposes of the foregoing, “net worth” means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person’s primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home’s estimated fair market value as long as the mortgage was incurred more than 60 days before the Securities are purchased, but includes (i) any mortgage amount in excess of the home’s fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of Securities for the purpose of investing in the Securities.

<sup>1</sup> The term “spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse.

\_\_\_\_ The Holder is a natural person who had individual income exceeding \$200,000 in each of the last two calendar years, and the Holer has a reasonable expectation of reaching the same income level in the current calendar year. For purposes of the foregoing, "income" means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received, (ii) the amount of losses claimed as a limited partner in a limited partnership, (iii) any deduction claimed for depletion, (iv) amounts contributed to an IRA or Keogh retirement plan, (v) alimony paid, and (vi) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.

\_\_\_\_ The Holder is a natural person who had joint income with his or her spouse or spousal equivalent exceeding \$300,000 in each of the last two calendar years, and the Holder have a reasonable expectation of reaching the same income level in the current calendar year. For purposes of the foregoing, "income" has the same meaning as defined in immediately preceding item.

Signature of Holder:

\_\_\_\_\_

\_\_\_\_\_

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

## Exhibit B

The Restricted Stock Unit Award will become vested on the latest of the dates set forth in each of the Performance-Based Vesting Condition and the Additional Condition described below (each, a “Vesting Date”), provided that the participant remains continuously employed by the Company or its subsidiaries from the Grant Date through the applicable Vesting Date.

### Performance-Based Vesting Condition:

1. For purposes of this Exhibit:

- The maximum number of performance-based restricted stock units subject to this Agreement is 200% of the target number of %TOTAL\_SHARES\_GRANTED,999,999,999’-%, 100% of which shall be eligible for vesting with respect to attainment of the Performance Measure in the Performance Period (as such term is defined below), as set forth below.
- The “Performance Measure” is relative “Total Shareholder Return” (as such term is defined below) for each Performance Period.

Following the end of the Performance Period, the Company’s Compensation Committee will certify the level of the Performance Measure achieved by the Company. The performance-based restricted stock units subject to vesting during the Performance Period will be subject to forfeiture and cancellation by the Company if the Company’s performance during the Performance Period does not meet or exceed the threshold percentile rank of the Performance Measure for the Performance Period. Performance at or above the threshold level will result performance-based restricted stock units becoming vested as set forth below, and shares underlying such vested performance-based restricted stock units shall be distributed following completion of the certification described above.

2. Additional Definitions.

- a. “Comparison Group” shall mean the companies that comprise the Russell 3000 Index on the Grant Date, as may be adjusted as described below.
- b. “Performance Period” means the three-year period commencing on the Grant Date and ending on the third anniversary of the Grant Date.
- c. “Total Shareholder Return” or “TSR” means total shareholder return as applied to the Company or any company in the Comparison Group, meaning stock price appreciation from the beginning to the end of the Performance Period, plus dividends and distributions made or declared (assuming such dividends or distributions are reinvested in the common stock of the Company or any company in the Comparison Group) during the Performance Period, expressed as a percentage return. Except as modified in Section 4(d), below, for purposes of computing TSR, the stock price at the beginning and end of the Performance Period will be the average price of a share of common stock over the 20 trading days ending on the first or last day of the Performance Period, as applicable, adjusted for changes in capital structure; provided, however,

that TSR will be negative one hundred percent (-100%) if a company: (i) files for bankruptcy, reorganization, or liquidation under any chapter of the U.S. Bankruptcy Code; (ii) is the subject of an involuntary bankruptcy proceeding that is not dismissed within 30 days; (iii) is the subject of a stockholder approved plan of liquidation or dissolution; or (iv) ceases to conduct substantial business operations.

3. Calculation. For purposes of the award, the number of shares earned will be calculated as follows:

FIRST: For the Company and for each other company in the Comparison Group, determine the TSR for the Performance Period.

SECOND: Rank the TSR values determined in the first step from low to high (with the company having the lowest TSR being ranked number 1, the company with the second lowest TSR ranked number 2, and so on) and determine the Company's percentile rank based upon its position in the list by dividing the Company's position by the total number of companies (including the Company) in the Comparison Group and rounding the quotient to the nearest hundredth. For example, if the Company were ranked 60 on the list out of 80 companies (including the Company), its percentile rank would be 75%.

THIRD: Plot the percentile rank for the Company determined in the second step into the appropriate band in the left-hand column of the table below and determine the number of shares earned as a percent of target, which is the figure in the right-hand column of the table below corresponding to that percentile rank.

Percentile vs Peers	Payout (% of Target)	Percentile vs Peers	Payout (% of Target)
<b>86 to 100</b>	200%	<b>54</b>	111.4%
<b>85</b>	200%	<b>53</b>	108.6%
<b>84</b>	197.1%	<b>52</b>	105.7%
<b>83</b>	194.3%	<b>51</b>	102.9%
<b>82</b>	191.4%	<b>50</b>	100.0%
<b>81</b>	188.6%	<b>49</b>	96.0%
<b>80</b>	185.7%	<b>48</b>	92.0%
<b>79</b>	182.9%	<b>47</b>	88.0%
<b>78</b>	180.0%	<b>46</b>	84.0%
<b>77</b>	177.1%	<b>45</b>	80.0%
<b>76</b>	174.3%	<b>44</b>	76.0%
<b>75</b>	171.4%	<b>43</b>	72.0%
<b>74</b>	168.6%	<b>42</b>	68.0%
<b>73</b>	165.7%	<b>41</b>	64.0%
<b>72</b>	162.9%	<b>40</b>	60.0%

71	160.0%	39	56.0%
70	157.1%	38	52.0%
69	154.3%	37	48.0%
68	151.4%	36	44.0%
67	148.6%	35	40.0%
66	145.7%	34	36.0%
65	142.9%	33	32.0%
64	140.0%	32	28.0%
63	137.1%	31	24.0%
62	134.3%	30	20.0%
61	131.4%	29	16.0%
60	128.6%	28	12.0%
59	125.7%	27	8.0%
58	122.9%	26	4.0%
57	120.0%	25	0%
56	117.1%	<b>0 to 24</b>	0%
55	114.3%		

4. Rules. The following rules apply to the computation of the number of shares earned:

a. If the Company's absolute TSR is negative over the Performance Period, payout shall not exceed 100% of target for that Performance Period. If the Company's percentile rank is greater than or equal to 50 for such Performance Period, then the payout shall be 100%.

b. The minimum earnout is zero and the maximum earnout is 200% of target. There is no minimum number of shares or other consideration that recipient will receive, and no shares will be earned if the percentile rank is 25<sup>th</sup> percentile or lower in a Performance Period.

c. For purposes of computing Total Shareholder Return for the Company and each other company in the Comparison Group, the stock price at the beginning and at the end of the Performance Period will, subject to Section 2 of the Restricted Stock Unit Award Agreement, be determined as the 20-day average closing price of the stock on each of the 20 consecutive trading days ending on and including the first or last day of the Performance Period, as applicable.

d. Companies shall be removed from the Comparison Group if they undergo a Specified Corporate Change. A company that is removed from the Comparison Group before the measurement date will not be included at all in the computation of the Performance Measure. A company in the Comparison Group will be deemed to have undergone a "Specified Corporate Change" if it:

1. ceases to be a domestically domiciled publicly traded company on a national stock exchange or market system, unless such cessation of such listing is due to a low stock price or low trading volume; or
2. has gone private; or
3. has reincorporated in a foreign (e.g., non-U.S.) jurisdiction, regardless of whether it is a reporting company in that or another jurisdiction; or
4. has been acquired by another company (whether by a peer company or otherwise, but not including internal reorganizations), or has sold all or substantially all of its assets.

The Company shall rely on press releases, public filings, website postings, and other reasonably reliable information available regarding a peer company in making a determination that a Specified Corporate Change has occurred.

#### Additional Vesting Condition

Notwithstanding the foregoing and except in connection with a Change in Control, the applicable portion of the Restricted Stock Unit Award will not vest or become unrestricted until both (i) the Company becomes current with its reporting obligations under the Securities Exchange Act of 1934, as amended (the "Additional Condition"). Any portion of the Restricted Stock Unit Award that previously failed to vest due to the Company having not satisfied the Additional Conditions will vest and become unrestricted upon the satisfaction of the Additional Conditions, subject to the participant remaining continuously employed by the Company or its subsidiaries through such date.



## VERADIGM INC.

## 2024 STOCK INCENTIVE PLAN

## I. INTRODUCTION

**1.1. Purposes.** The purposes of the Veradigm Inc. 2024 Stock Incentive Plan (this “Plan”) are (i) to align the interests of the Company’s stockholders and the recipients of awards under this Plan by increasing the proprietary interest of such recipients in the Company’s growth and success, (ii) to advance the interests of the Company by attracting and retaining officers, other employees, Non-Employee Directors and independent contractors and (iii) to motivate such persons to act in the long-term best interests of the Company and its stockholders.

**1.2. Certain Definitions.**

“**Agreement**” shall mean the written or electronic agreement evidencing an award hereunder between the Company and the recipient of such award.

“**Board**” shall mean the Board of Directors of the Company.

“**Change in Control**” shall have the meaning set forth in Section 5.8(c).

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Committee**” shall mean the Committee designated by the Board or a subcommittee thereof, in each case, consisting of two or more members of the Board, each of whom is intended to be (i) a “Non-Employee Director” within the meaning of Rule 16b-3 under the Exchange Act and (ii) “independent” within the meaning of the principal trading platform on which the Common Stock is then traded.

“**Common Stock**” shall mean the common stock, par value \$0.01 per share, of the Company, and all rights appurtenant thereto.

“**Company**” shall mean Veradigm Inc., a Delaware corporation, or any successor thereto.

“**Effective Date**” shall have the meaning set forth in Section 5.1.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.

“**Fair Market Value**” shall mean the closing transaction price of a share of Common Stock as reported on the principal trading platform on which the Common Stock is then traded on the date as of which such value is being determined or, if there shall be no reported transactions for such date, on the next preceding date for which transactions were reported; provided, however, that if the Common Stock is not listed on a national trading platform or if Fair Market Value for any date cannot be so determined, Fair Market Value shall be determined by the Committee in good faith and in accordance with Section 409A of the Code.

**“Free-Standing SAR”** shall mean an SAR which is not granted in tandem with, or by reference to, an option, which entitles the holder thereof to receive, upon exercise, shares of Common Stock (which may be Restricted Stock) or, in the discretion of the Committee and to the extent set forth in the Agreement, cash or a combination thereof, with an aggregate value equal to the excess of the Fair Market Value of one share of Common Stock on the date of exercise over the base price of such SAR, multiplied by the number of such SARs which are exercised.

**“Incumbent Board”** shall have the meaning set forth in Section 5.8(c).

**“Non-Employee Director”** shall mean any director of the Company who is not an officer or employee of the Company or any Subsidiary.

**“Nonqualified Stock Option”** shall mean an option to purchase shares of Common Stock which is not “incentive stock option” under Section 422 of the Code or any successor provision.

**“Performance Measures”** shall mean any criteria and objectives, established by the Committee, which shall be satisfied or met (i) as a condition to the grant or exercisability of all or a portion of an option or SAR or (ii) during the applicable Restriction Period or Performance Period as a condition (x) in the case of a Restricted Stock Award, to the vesting of the holder’s interest in the shares of Common Stock subject to such award, or (y) in the case of a Restricted Stock Unit Award or Performance Unit Award, to the holder’s receipt of the shares of Common Stock subject to such award or of payment with respect to such award. One or more of the following corporate-wide or subsidiary, division, operating unit or individual measures may be used by the Committee in establishing Performance Measures under this Plan: earnings; earnings per share; earnings before interest and taxes (“EBIT”); earnings before interest, taxes, depreciation and amortization (“EBITDA”); stock price; financial return ratios, consisting of return on equity, return on assets and return on invested capital; the ratio of EBIT to capital; the ratio of EBITDA to capital; net income; operating income; bookings; revenues; profit margin; cash flow(s); expense reduction; working capital ratios; achievement of balance sheet or income statement objectives; successful implementation of strategic initiatives; customer satisfaction measures; successful integration of acquisitions; or any other measure selected by the Committee whether or not listed herein. Each such Performance Measure may be expressed on a pre-tax or post-tax basis or on an absolute or relative basis, and may include comparisons based on current internal targets, the past performance of the Company (including the performance of one or more subsidiaries, divisions, or operating units) or the past or current performance of other companies or market indices (or a combination of such past and current performance). Performance Measures may be determined in accordance with generally accepted accounting principles (“GAAP”) or otherwise than in accordance with GAAP. In the case of earnings-based measures, in addition to the ratios specifically enumerated above, Performance Measures may include comparisons relating to capital (including, but not limited to, the cost of capital), stockholders’ equity, shares outstanding, assets or net assets, sales, or any combination thereof. In the sole discretion of the Committee, the Committee may amend or adjust the Performance Measures to include or exclude components of any Performance Measure, including, without limitation, foreign exchange gains and losses, asset write-downs, acquisitions and divestitures, change in fiscal year, unbudgeted capital expenditures, special charges such as

restructuring or impairment charges, debt refinancing costs, extraordinary or noncash items, unusual, infrequently occurring or other terms and conditions of an outstanding award in recognition of unusual, nonrecurring or one-time events affecting the Company or its financial statements or changes in law or accounting principles. Performance Measures shall be subject to such other special rules and conditions as the Committee may establish at any time.

**“Performance Option”** shall mean a Nonqualified Stock Option, the grant of which or the exercisability of all or a portion of which is contingent upon the attainment of specified Performance Measures within a specified Performance Period.

**“Performance Period”** shall mean any period designated by the Committee during which (i) the Performance Measures applicable to an award shall be measured and (ii) the conditions to vesting applicable to an award shall remain in effect.

**“Performance Unit”** shall mean a right to receive, contingent upon the attainment of specified Performance Measures within a specified Performance Period, a specified cash amount or, in lieu thereof, shares of Common Stock having a Fair Market Value equal to such cash amount.

**“Performance Unit Award”** shall mean an award of Performance Units under this Plan.

**“Prior Plan”** shall mean the Allscripts Healthcare Solutions, Inc. Amended and Restated 2019 Stock Incentive Plan, the Allscripts Healthcare Solutions, Inc. Second Amended and Restated 2011 Stock Incentive Plan, and each other plan previously maintained by the Company under which equity awards remain outstanding as of, or are granted on or following, the Effective Date.

**“Restricted Stock”** shall mean shares of Common Stock which are subject to a Restriction Period and which may, in addition thereto, be subject to the attainment of specified Performance Measures within a specified Performance Period.

**“Restricted Stock Award”** shall mean an award of Restricted Stock under this Plan.

**“Restricted Stock Unit”** shall mean a right to receive one share of Common Stock or, in lieu thereof and to the extent set forth in the Agreement, the Fair Market Value of such share of Common Stock in cash, which shall be contingent upon the expiration of a specified Restriction Period and which may, in addition thereto, be contingent upon the attainment of specified Performance Measures within a specified Performance Period.

**“Restricted Stock Unit Award”** shall mean an award of Restricted Stock Units under this Plan.

**“Restriction Period”** shall mean any period designated by the Committee during which (i) the Common Stock subject to a Restricted Stock Award may not be sold, transferred, assigned, pledged, hypothecated or otherwise encumbered or disposed of, except as provided in this Plan or the Agreement relating to such award, or (ii) the conditions to vesting applicable to a Restricted Stock Unit Award shall remain in effect.

“**SAR**” shall mean a stock appreciation right which may be a Free-Standing SAR or a Tandem SAR.

“**Stock Award**” shall mean a Restricted Stock Award or a Restricted Stock Unit Award.

“**Subsidiary**” shall mean any corporation, limited liability company, partnership, joint venture or similar entity in which the Company owns, directly or indirectly, an equity interest possessing more than 50% of the combined voting power of the total outstanding equity interests of such entity.

“**Substitute Award**” shall mean an award granted under this Plan upon the assumption of, or in substitution for, outstanding equity awards previously granted by a company or other entity in connection with a corporate transaction, including a merger, combination, consolidation or acquisition of property or stock; provided, however, that in no event shall the term “Substitute Award” be construed to refer to an award made in connection with the cancellation and repricing of an option or SAR.

“**Tandem SAR**” shall mean an SAR which is granted in tandem with, or by reference to, an option (including a Nonqualified Stock Option granted prior to the date of grant of the SAR), which entitles the holder thereof to receive, upon exercise of such SAR and surrender or cancellation of all or a portion of such option, shares of Common Stock (which may be Restricted Stock) or, in the discretion of the Committee and to the extent set forth in the Agreement, cash or a combination thereof, with an aggregate value equal to the excess of the Fair Market Value of one share of Common Stock on the date of exercise over the base price of such SAR, multiplied by the number of shares of Common Stock subject to such option, or portion thereof, which is surrendered.

“**Tax Date**” shall have the meaning set forth in Section 5.5.

“**Voting Power**” shall have the meaning set forth in Section 5.8(c).

**1.3. Administration.** This Plan shall be administered by the Committee. Any one or a combination of the following awards may be made under this Plan to eligible persons: (i) options to purchase shares of Common Stock in the form of Nonqualified Stock Options (which may include Performance Options), (ii) SARs in the form of Tandem SARs or Free-Standing SARs, (iii) Stock Awards in the form of Restricted Stock or Restricted Stock Units and (iv) Performance Units. For the avoidance of doubt, the Company shall not grant Incentive Stock Options under this Plan. The Committee shall, subject to the terms of this Plan, select eligible persons for participation in this Plan and determine the form, amount and timing of each award to such persons and, if applicable, the number of shares of Common Stock, the number of SARs, the number of Restricted Stock Units and the number of Performance Units subject to such an award, the purchase price or base price associated with the award, the time and conditions of exercise or settlement of the award and all other terms and conditions of the award, including, without limitation, the form of the Agreement evidencing the award. The Committee shall, subject to the terms of this Plan, interpret this Plan and the application thereof, establish rules and regulations it deems necessary or desirable for the administration of this Plan and may impose, incidental to the grant of an award, conditions with respect to the award, such as limiting competitive employment or other activities. All such interpretations, rules, regulations and conditions shall be conclusive and binding on all parties.

The Committee may delegate some or all of its power and authority hereunder to the Board or, subject to applicable law, to a subcommittee of the Board, a member of the Board, the Chief Executive Officer or other executive officer of the Company as the Committee deems appropriate; provided, however, that the Committee may not delegate its power and authority to a member of the Board, the Chief Executive Officer or other executive officer of the Company with regard to the selection for participation in this Plan of an officer, director or other person subject to Section 16 of the Exchange Act or decisions concerning the timing, pricing or amount of an award to such an officer, director or other person.

No member of the Board or Committee, and neither the Chief Executive Officer nor any other executive officer to whom the Committee delegates any of its power and authority hereunder, shall be liable for any act, omission, interpretation, construction or determination made in connection with this Plan in good faith, and the members of the Board and the Committee and the Chief Executive Officer or other executive officer shall be entitled to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including attorneys' fees) arising therefrom to the full extent permitted by law (except as otherwise may be provided in the Company's Certificate of Incorporation and/or By-laws) and under any directors' and officers' liability insurance that may be in effect from time to time.

**1.4. Eligibility.** Participants in this Plan shall consist of such officers, other employees, Non-Employee Directors, independent contractors, and persons expected to become officers, other employees, Non-Employee Directors and independent contractors, of the Company or any of its Subsidiaries as the Committee in its sole discretion may select from time to time. The Committee's selection of a person to participate in this Plan at any time shall not require the Committee to select such person to participate in this Plan at any other time. Except as otherwise provided in an Agreement, for purposes of this Plan, references to employment by the Company shall also mean employment by a Subsidiary, and references to employment shall include service as a Non-Employee Director or independent contractor. The Company may determine, in its sole discretion, whether a participant is deemed to be employed during a leave of absence. The aggregate value of cash compensation and the grant date fair value of shares of Common Stock that may be awarded or granted during any fiscal year of the Company to any Non-Employee Director shall not exceed \$750,000.

**1.5. Shares Available.** Subject to adjustment as provided in Section 5.7 and to all other limits set forth in this Section 1.5, the number of shares of Common Stock that shall initially be available for all awards under this Plan shall be 5,000,000. The number of shares of Common Stock that remain available for future grants under the Plan shall be reduced by the sum of the aggregate number of shares of Common Stock that become subject to outstanding options, outstanding Free-Standing SARs, outstanding Stock Awards and outstanding Performance Units denominated in shares of Common Stock, other than Substitute Awards.

To the extent that shares of Common Stock subject to an outstanding option, SAR or stock award granted under this Plan are not issued or delivered by reason of (i) the expiration, termination, cancellation or forfeiture of such award (excluding shares subject to an option cancelled upon settlement in shares of a related tandem SAR or shares subject to a tandem SAR cancelled upon exercise of a related option) or (ii) the settlement of such award in cash, then such shares of Common Stock shall again be available under this Plan; provided, however, that shares of Common Stock subject to an award under this Plan shall not again be available under this Plan if such shares are (x) shares that were subject to a stock-settled SAR and were not issued or delivered upon the net settlement of such SAR, (y) shares delivered to or withheld by the Company to pay the purchase price or the withholding taxes related to an outstanding award and (z) shares repurchased by the Company on the open market with the proceeds of an option exercise. The number of shares subject to outstanding awards granted under a Prior Plan that are not issued or delivered pursuant to the terms of such Prior Plan shall not become available under this Plan pursuant to this paragraph and instead shall again be available shares under the applicable Prior Plan. The number of shares of Common Stock available for awards under this Plan shall not be reduced by (i) the number of shares of Common Stock subject to Substitute Awards or (ii) available shares under a stockholder approved plan of a company or other entity which was a party to a corporate transaction with the Company (as appropriately adjusted to reflect such corporate transaction) which become subject to awards granted under this Plan (subject to applicable stock exchange requirements). Shares of Common Stock to be delivered under this Plan shall be made available from authorized and unissued shares of Common Stock, or authorized and issued shares of Common Stock reacquired and held as treasury shares or otherwise or a combination thereof.

## II. STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

**2.1 Stock Options.** The Committee may, in its discretion, grant options to purchase shares of Common Stock to such eligible persons as may be selected by the Committee. Options may be granted in addition to, or in lieu of, any other compensation payable to officers, other employees, Non-Employee Directors and independent contractors, and in all cases shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem advisable:

(a) **Number of Shares and Purchase Price.** The number of shares of Common Stock subject to an option and the purchase price per share of Common Stock purchasable upon exercise of the option shall be determined by the Committee; provided, however, that the purchase price per share of Common Stock purchasable upon exercise of a Nonqualified Stock Option shall not be less than 100% of the Fair Market Value of a share of Common Stock on the date of grant of such option.

Notwithstanding the foregoing, in the case of an option that is a Substitute Award, the purchase price per share of the shares subject to such option may be less than 100% of the Fair Market Value per share on the date of grant, provided, that the excess of: (a) the aggregate Fair Market Value (as of the date such Substitute Award is granted) of the shares subject to the Substitute Award, over (b) the aggregate purchase price thereof does not exceed the excess of: (x) the aggregate fair market value (as of the time immediately preceding the transaction giving rise to the Substitute Award, such fair market value to be determined by the Committee) of the shares of the predecessor company or other entity that were subject to the grant assumed or substituted for by the Company, over (y) the aggregate purchase price of such shares.

(b) Option Period and Exercisability. The period during which an option may be exercised shall be determined by the Committee; provided, however, that no option shall be exercised later than seven (7) years after its date of grant. The Committee may, in its discretion, determine that an option is to be granted as a Performance Option and may establish an applicable Performance Period and Performance Measures which shall be satisfied or met as a condition to the grant of such option or to the exercisability of all or a portion of such option. The Committee shall determine whether an option shall become exercisable in cumulative or non-cumulative installments and in part or in full at any time. An exercisable option, or portion thereof, may be exercised only with respect to whole shares of Common Stock.

(c) Method of Exercise. An option may be exercised (i) by giving written notice to the Company specifying the number of whole shares of Common Stock to be purchased and accompanying such notice with payment therefor in full (or arrangement made for such payment to the Company's satisfaction) either (A) in cash, (B) by delivery (either actual delivery or by attestation procedures established by the Company) of shares of Common Stock having a Fair Market Value, determined as of the date of exercise, equal to the aggregate purchase price payable by reason of such exercise, (C) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered having an aggregate Fair Market Value, determined as of the date of exercise, equal to the amount necessary to satisfy such obligation, (D) in cash by a broker-dealer acceptable to the Company to whom the optionee has submitted an irrevocable notice of exercise or (E) a combination of (A), (B) and (C), in each case to the extent set forth in the Agreement relating to the option, (ii) if applicable, by surrendering to the Company any Tandem SARs which are cancelled by reason of the exercise of the option and (iii) by executing such documents as the Company may reasonably request. Any fraction of a share of Common Stock which would be required to pay such purchase price shall be disregarded and the remaining amount due shall be paid in cash by the optionee. No shares of Common Stock shall be issued and no certificate representing Common Stock shall be delivered until the full purchase price therefor and any withholding taxes thereon, as described in Section 5.5, have been paid (or arrangement made for such payment to the Company's satisfaction).

**2.2 Stock Appreciation Rights.** The Committee may, in its discretion, grant SARs to such eligible persons as may be selected by the Committee. The Agreement relating to an SAR shall specify whether the SAR is a Tandem SAR or a Free-Standing SAR.

SARs shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem advisable:

(a) Number of SARs and Base Price. The number of SARs subject to an award shall be determined by the Committee. The base price of a Tandem SAR shall be the purchase price per share of Common Stock of the related option. The base price of a Free-Standing SAR shall be determined by the Committee; provided, however, that such base price shall not be less than 100% of the Fair Market Value of a share of Common Stock on the date of grant of such SAR (or, if earlier, the date of grant of the option for which the SAR is exchanged or substituted).

Notwithstanding the foregoing, in the case of an SAR that is a Substitute Award, the base price per share of the shares subject to such SAR may be less than 100% of the Fair Market Value per share on the date of grant, provided, that the excess of: (a) the aggregate Fair Market Value (as of the date such Substitute Award is granted) of the shares subject to the Substitute Award, over (b) the aggregate base price thereof does not exceed the excess of: (x) the aggregate fair market value (as of the time immediately preceding the transaction giving rise to the Substitute Award, such fair market value to be determined by the Committee) of the shares of the predecessor company or other entity that were subject to the grant assumed or substituted for by the Company, over (y) the aggregate base price of such shares.

(b) Exercise Period and Exercisability. The period for the exercise of an SAR shall be determined by the Committee; provided, however, that no SAR shall be exercised later than seven (7) years after its date of grant; and provided further, that no Tandem SAR shall be exercised later than the expiration, cancellation, forfeiture or other termination of the related option. The Committee may, in its discretion, establish Performance Measures which shall be satisfied or met as a condition to the grant of an SAR or to the exercisability of all or a portion of an SAR. The Committee shall determine whether an SAR may be exercised in cumulative or non-cumulative installments and in part or in full at any time. An exercisable SAR, or portion thereof, may be exercised, in the case of a Tandem SAR, only with respect to whole shares of Common Stock and, in the case of a Free-Standing SAR, only with respect to a whole number of SARs. If an SAR is exercised for shares of Restricted Stock, a certificate or certificates representing such Restricted Stock shall be issued in accordance with Section 3.2(c), or such shares shall be transferred to the holder in book entry form with restrictions on the shares duly noted, and the holder of such Restricted Stock shall have such rights of a stockholder of the Company as determined pursuant to Section 3.2(d). Prior to the exercise of a stock-settled SAR, the holder of such SAR shall have no rights as a stockholder of the Company with respect to the shares of Common Stock subject to such SAR.

(c) Method of Exercise. A Tandem SAR may be exercised (i) by giving written notice to the Company specifying the number of whole SARs which are being exercised, (ii) by surrendering to the Company any options which are cancelled by reason of the exercise of the Tandem SAR and (iii) by executing such documents as the Company may reasonably request. A Free-Standing SAR may be exercised (A) by giving written notice to the Company specifying the whole number of SARs which are being exercised and (B) by executing such documents as the Company may reasonably request. No shares of Common Stock shall be issued and no certificate representing Common Stock shall be delivered until any withholding taxes thereon, as described in Section 5.5, have been paid (or arrangement made for such payment to the Company's satisfaction).



**2.3 Termination of Employment or Service.** All of the terms relating to the exercise, cancellation or other disposition of an option or SAR upon a termination of employment with or service to the Company of the holder of such option or SAR, as the case may be, whether by reason of disability, retirement, death or any other reason, shall be determined by the Committee and set forth in the applicable award Agreement.

**2.4 No Repricing.** Notwithstanding anything in this Plan to the contrary and subject to Section 5.7, the Committee shall not (i) reduce the purchase price or base price of any previously granted option or SAR, (ii) cancel any previously granted option or SAR in exchange for another option or SAR with a lower purchase price or base price or (iii) cancel any previously granted option or SAR in exchange for cash or another award if the purchase price of such option or the base price of such SAR exceeds the Fair Market Value of a share of Common Stock on the date of such cancellation, in each case other than in connection with a Change in Control, without the approval of the stockholders of the Company.

**2.5 Dividend Equivalents.** Notwithstanding anything in an Agreement to the contrary, the holder of an option or SAR shall not be entitled to receive dividend equivalents with respect to the number of shares of Common Stock subject to such option or SAR.

### III. STOCK AWARDS

**3.1 Stock Awards.** The Committee may, in its discretion, grant Stock Awards to such eligible persons as may be selected by the Committee. The minimum Restriction Period and the minimum Performance Period specified in Section 3.2(b) relating to Restricted Stock Awards and specified in Section 3.3(b) relating to Restricted Stock Unit Awards shall not be applicable to awards granted under this Plan with respect to the number of shares of Common Stock which, in the aggregate, does not exceed five percent (5%) of the total number of shares available for awards under this Plan. The Agreement relating to a Stock Award shall specify whether the Stock Award is a Restricted Stock Award or a Restricted Stock Unit Award.

**3.2 Terms of Restricted Stock Awards.** Restricted Stock Awards shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem advisable.

(a) **Number of Shares and Other Terms.** The number of shares of Common Stock subject to a Restricted Stock Award and the Restriction Period, Performance Period (if any) and Performance Measures (if any) applicable to a Restricted Stock Award shall be determined by the Committee.

(b) **Vesting and Forfeiture.** The Agreement relating to a Restricted Stock Award shall provide, in the manner determined by the Committee, in its discretion, and subject to the provisions of this Plan, for the vesting of the shares of Common Stock subject to such award (i) if the holder of such award remains continuously in the employment of the Company during the specified Restriction Period or (ii) if specified Performance Measures (if any) are satisfied or met during a

specified Performance Period, and for the forfeiture of the shares of Common Stock subject to such award (x) if the holder of such award does not remain continuously in the employment of the Company during the specified Restriction Period or (y) if specified Performance Measures (if any) are not satisfied or met during a specified Performance Period. Notwithstanding the foregoing, but subject to Sections 3.1, 5.3 and 5.8 (i) the Restriction Period of a Restricted Stock Award not subject to Performance Measures shall not be less than one (1) year, subject to pro-rata vesting during such one-year Restriction Period, and (ii) the Performance Period of a Restricted Stock Award subject to Performance Measures shall not be less than one (1) year.

(c) Stock Issuance. During the Restriction Period, the shares of Restricted Stock shall be held by a custodian in book entry form with restrictions on such shares duly noted or, alternatively, a certificate or certificates representing a Restricted Stock Award shall be registered in the holder's name and may bear a legend, in addition to any legend which may be required pursuant to Section 5.6, indicating that the ownership of the shares of Common Stock represented by such certificate is subject to the restrictions, terms and conditions of this Plan and the Agreement relating to the Restricted Stock Award. All such certificates shall be deposited with the Company, together with stock powers or other instruments of assignment (including a power of attorney), each endorsed in blank with a guarantee of signature if deemed necessary or appropriate, which would permit transfer to the Company of all or a portion of the shares of Common Stock subject to the Restricted Stock Award in the event such award is forfeited in whole or in part. Upon termination of any applicable Restriction Period (and the satisfaction or attainment of applicable Performance Measures), subject to the Company's right to require payment of any taxes in accordance with Section 5.5, the restrictions shall be removed from the requisite number of any shares of Common Stock that are held in book entry form, and all certificates evidencing ownership of the requisite number of shares of Common Stock shall be delivered to the holder of such award.

(d) Rights with Respect to Restricted Stock Awards. Unless otherwise set forth in the Agreement relating to a Restricted Stock Award, and subject to the terms and conditions of a Restricted Stock Award, the holder of such award shall have all rights as a stockholder of the Company, including, but not limited to, voting rights, the right to receive dividends and the right to participate in any capital adjustment applicable to all holders of Common Stock. Notwithstanding the foregoing, all distributions and dividends with respect to shares of Common Stock, including a regular cash dividend, shall be deposited with the Company and shall be subject to the same restrictions as the shares of Common Stock with respect to which such distribution or dividend was made.

**3.3 Terms of Restricted Stock Unit Awards**. Restricted Stock Unit Awards shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem advisable.

(a) Number of Shares and Other Terms. The number of shares of Common Stock subject to a Restricted Stock Unit Award and the Restriction Period, Performance Period (if any) and Performance Measures (if any) applicable to a Restricted Stock Unit Award shall be determined by the Committee.

(b) **Vesting and Forfeiture.** The Agreement relating to a Restricted Stock Unit Award shall provide, in the manner determined by the Committee, in its discretion, and subject to the provisions of this Plan, for the vesting of such Restricted Stock Unit Award (i) if the holder of such award remains continuously in the employment of the Company during the specified Restriction Period or (ii) if specified Performance Measures (if any) are satisfied or met during a specified Performance Period, and for the forfeiture of the shares of Common Stock subject to such award (x) if the holder of such award does not remain continuously in the employment of the Company during the specified Restriction Period or (y) if specified Performance Measures (if any) are not satisfied or met during a specified Performance Period. Notwithstanding the foregoing, but subject to Sections 3.1, 5.3 and 5.8 (i) the Restriction Period of a Restricted Stock Unit Award not subject to Performance Measures shall not be less than one (1) year, subject to pro-rata vesting during such one-year Restriction Period, and (ii) the Performance Period of a Restricted Stock Unit Award subject to Performance Measures shall not be less than one (1) year.

(c) **Settlement of Vested Restricted Stock Unit Awards.** The Agreement relating to a Restricted Stock Unit Award shall specify (i) whether such award may be settled in shares of Common Stock or cash or a combination thereof and (ii) whether the holder thereof shall be entitled to receive dividend equivalents, and, if determined by the Committee, interest on, or the deemed reinvestment of, any deferred dividend equivalents, with respect to the number of shares of Common Stock subject to such award. Any dividend equivalents with respect to Restricted Stock Units shall be subject to the same vesting conditions as the underlying awards. Prior to the settlement of a Restricted Stock Unit Award, the holder of such award shall have no rights as a stockholder of the Company with respect to the shares of Common Stock subject to such award.

**3.4 Termination of Employment or Service.** All of the terms relating to the satisfaction of Performance Measures and the termination of the Restriction Period or the Performance Period relating to a Stock Award, or any forfeiture and cancellation of such award upon a termination of employment with or service to the Company of the holder of such award, whether by reason of disability, retirement, death or any other reason, shall be determined by the Committee in accordance with the terms of this Plan, including Sections 1.3, 3.2(b), 3.3(b) and 5.3, and set forth in the applicable award Agreement.

#### IV. PERFORMANCE UNIT AWARDS

**4.1 Performance Unit Awards.** The Committee may, in its discretion, grant Performance Unit Awards to such eligible persons as may be selected by the Committee.

**4.2 Terms of Performance Unit Awards.** Performance Unit Awards shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem advisable.

(a) **Number of Performance Units and Performance Measures.** The number of Performance Units subject to a Performance Unit Award, the method of determining the value of each Performance Unit and the Performance Measures and Performance Period applicable to a Performance Unit Award shall be determined by the Committee.

(b) **Vesting and Forfeiture.** The Agreement relating to a Performance Unit Award shall provide, in the manner determined by the Committee, in its discretion, and subject to the provisions of this Plan, for the vesting of such Performance Unit Award if the specified Performance Measures are satisfied or met during the specified Performance Period and for the forfeiture of such award if the specified Performance Measures are not satisfied or met during the specified Performance Period. Notwithstanding the foregoing, but subject to Sections 5.3 and 5.8, the Performance Period of a Performance Unit Award that may be settled in shares of Common Stock shall not be less than one (1) year.

(c) **Settlement of Vested Performance Unit Awards.** The Agreement relating to a Performance Unit Award shall specify whether such award may be settled in shares of Common Stock (including shares of Restricted Stock) or cash or a combination thereof. If a Performance Unit Award is settled in shares of Restricted Stock, such shares of Restricted Stock shall be issued to the holder in book entry form or a certificate or certificates representing such Restricted Stock shall be issued in accordance with Section 3.2(c) and the holder of such Restricted Stock shall have such rights as a stockholder of the Company as determined pursuant to Section 3.2(d). Any dividends or dividend equivalents with respect to a Performance Unit Award shall be subject to the same restrictions as such Performance Unit Award. Prior to the settlement of a Performance Unit Award in shares of Common Stock, including Restricted Stock, the holder of such award shall have no rights as a stockholder of the Company.

**4.3 Termination of Employment or Service.** All of the terms relating to the satisfaction of Performance Measures and the termination of the Performance Period relating to a Performance Unit Award, or any forfeiture and cancellation of such award upon a termination of employment with or service to the Company of the holder of such award, whether by reason of disability, retirement, death or any other reason, shall be determined by the Committee and set forth in the applicable award Agreement.

## V. GENERAL

**5.1 Effective Date and Term of Plan.** This Plan shall become effective on the date that this Plan is approved by the Board (the “**Effective Date**”) and shall terminate on the ten-year anniversary of the Effective Date, unless terminated earlier by the Board. Termination of this Plan shall not affect the terms or conditions of any award granted prior to termination. Awards hereunder may be made at any time prior to the termination of this Plan.

**5.2 Amendments.** The Board may amend this Plan as it shall deem advisable; provided, however, that no amendment to the Plan shall be effective without the approval of the Company’s stockholders if (i), subject to any requirement of stockholder approval is required by Section 2.4 or by applicable law, rule or regulation, including any rule of any stock exchange on which the shares of Common Stock are then traded, or (ii) the Non-Employee Director compensation limit set forth in Section 1.3; provided further, that no amendment may materially impair the rights of a holder of an outstanding award without the consent of such holder.

**5.3 Agreement.** Each award under this Plan shall be evidenced by an Agreement setting forth the terms and conditions applicable to such award. An Agreement (or an employment agreement referred to therein) may provide that, or the Committee may, in its sole discretion at any time, take action such that in the event of a termination of employment or service, in the event of a Change in Control or as otherwise determined by the Committee (i) any or all outstanding options and SARs shall become exercisable in part or in full, (ii) all or a portion of the Restriction Period

applicable to any outstanding Restricted Stock, Restricted Stock Units or Performance Units shall lapse, (iii) all or a portion of the Performance Period applicable to any outstanding award shall lapse, and (iv) the Performance Measures (if any) applicable to any outstanding award shall be deemed to be satisfied at the target, maximum or any other interim level. No award shall be valid until an Agreement is executed by the Company and, to the extent required by the Company, the recipient of such award and, upon such execution and delivery of the Agreement to the Company within the time period specified by the Company, such award shall be effective as of the effective date set forth in the Agreement.

**5.4 Non-Transferability.** No award shall be transferable other than by will, the laws of descent and distribution or pursuant to beneficiary designation procedures approved by the Company or, to the extent expressly permitted in the Agreement relating to such award, to the holder's family members, a trust or entity established by the holder for estate planning purposes or a charitable organization designated by the holder, in each case, without consideration. Except to the extent permitted by the foregoing sentence or the Agreement relating to an award, each award may be exercised or settled during the holder's lifetime only by the holder or the holder's legal representative or similar person. Except as permitted by the second preceding sentence, no award may be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of any award, such award and all rights thereunder shall immediately become null and void.

**5.5 Tax Withholding.** The Company shall have the right to require, prior to the issuance or delivery of any shares of Common Stock or the payment of any cash pursuant to an award made hereunder, payment by the holder of such award of any federal, state, local or other taxes which may be required to be withheld or paid in connection with such award. An Agreement may provide that (a) the Company shall withhold whole shares of Common Stock which would otherwise be delivered to a holder, having an aggregate Fair Market Value determined as of the date the obligation to withhold or pay taxes arises in connection with an award (the "Tax Date"), or withhold an amount of cash which would otherwise be payable to a holder, in the amount necessary to satisfy any such obligation or (b) the holder may satisfy any such obligation by any of the following means: (i) a cash payment to the Company, (ii) delivery (either actual delivery or by attestation procedures established by the Company) to the Company of previously owned whole shares of Common Stock having an aggregate Fair Market Value, determined as of the Tax Date, equal to the amount necessary to satisfy any such obligation, (iii) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered having an aggregate Fair Market Value, determined as of the Tax Date, or withhold an amount of cash which would otherwise be payable to a holder, in either case equal to the amount necessary to satisfy any such obligation, (iv) in the case of the exercise of an option, a cash payment by a broker-dealer acceptable to the Company to whom the optionee has submitted an irrevocable notice of exercise or (v) any combination of (i), (ii) and (iii), in each case to the extent set forth in the Agreement relating to the award. Shares of Common Stock to be delivered or withheld may not have an aggregate Fair Market Value in excess of the amount determined by applying the minimum statutory withholding rate (or, if permitted by the Company, such other rate as will not cause adverse accounting consequences under the accounting rules then in effect). Any fraction of a share of Common Stock which would be required to satisfy such an obligation shall be disregarded and the remaining amount due shall be paid in cash by the holder.

**5.6 Restrictions on Shares.** Each award made hereunder shall be subject to the requirement that if at any time the Company determines that the listing, registration or qualification of the shares of Common Stock subject to such award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the delivery of shares thereunder, such shares shall not be delivered unless such listing, registration, qualification, consent, approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company. The Company may require that certificates evidencing shares of Common Stock delivered pursuant to any award made hereunder bear a legend indicating that the sale, transfer or other disposition thereof by the holder is prohibited except in compliance with the Securities Act of 1933, as amended, and the rules and regulations thereunder.

**5.7 Adjustment.** In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation or any successor or replacement accounting standard) that causes the per share value of shares of Common Stock to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary cash dividend, the number and class of securities available under this Plan, the terms of each outstanding option and SAR (including the number and class of securities subject to each outstanding option or SAR and the purchase price or base price per share), the terms of each outstanding Stock Award (including the number and class of securities subject thereto), and the terms of each outstanding Performance Unit (including the number and class of securities subject thereto, if applicable), shall be appropriately adjusted by the Committee, such adjustments to be made in the case of outstanding options and SARs in accordance with Section 409A of the Code. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of participants. In either case, the decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

**5.8 Change in Control.**

(a) **Double-Trigger Vesting.** Unless otherwise determined by the Committee pursuant to Section 5.3 or provided in an Agreement or another agreement, in the event of a Change in Control of the Company and a termination of employment or service under circumstances determined by the Board or the Committee and set forth in the Agreement within 24 months following such Change in Control or within three months prior thereto in connection with such Change in Control (i) the outstanding options and SARs shall immediately become exercisable in full or in part, (ii) the Restriction Period applicable to the outstanding Restricted Stock Awards and Restricted Stock Unit Awards shall lapse in full or in part, (iii) the Performance Period applicable to the outstanding awards shall lapse in full or in part, and (iv) the Performance Measures applicable to the outstanding awards shall be deemed to be satisfied at the target, maximum or any other interim level.

(b) Board and Committee Discretion. In the event of a Change in Control of the Company, the Board or the Committee may, in its discretion:

- (i) require that shares of capital stock of the corporation resulting from or succeeding to the business of the Company pursuant to such Change in Control, or a parent corporation thereof, be substituted for some or all of the shares of Common Stock subject to an outstanding award, with an appropriate and equitable adjustment to such award as determined by the Board in accordance with Section 5.7; and/or
- (ii) require outstanding awards, in whole or in part, to be surrendered to the Company by the holder, and to be immediately cancelled by the Company, and to provide for the holder to receive (A) a cash payment in an amount equal to (x) in the case of an option or an SAR, the number of shares of Common Stock then subject to the portion of such option or SAR surrendered, to the extent such option or SAR is then exercisable or becomes exercisable pursuant to Section 5.3 or the terms of an award Agreement or other agreement, multiplied by the excess, if any, of the Fair Market Value of a share of Common Stock as of the date of the Change in Control, over the purchase price or base price per share of Common Stock subject to such option or SAR, (y) in the case of a Stock Award, the number of shares of Common Stock then subject to the portion of such award surrendered, to the extent the Restriction Period and Performance Period, if any, on such Stock Award have lapsed or will lapse pursuant to Section 5.3 or the terms of an award Agreement or other agreement and to the extent that the Performance Measures, if any, have been satisfied or are deemed satisfied pursuant to Section 5.3 or the terms of an award Agreement or other agreement, multiplied by the Fair Market Value of a share of Common Stock as of the date of the Change in Control, and (z) in the case of a Performance Unit Award, the value of the Performance Units then subject to the portion of such award surrendered, to the extent the Performance Period applicable so such award has lapsed or will lapse pursuant to Section 5.3 or the terms of an award Agreement or other agreement and to the extent the Performance Measures applicable to such award have been satisfied or are deemed satisfied pursuant to Section 5.3 or the terms of an award Agreement or other agreement; (B) shares of capital stock of the corporation resulting from or succeeding to the business of the Company pursuant to such Change in Control, or a parent corporation thereof, having a Fair Market Value not less than the amount determined under clause (A) above; or (C) a combination of the payment of cash pursuant to clause (A) above and the issuance of shares pursuant to clause (B) above.

(c) **Definition of Change in Control.** A “Change in Control” shall mean and be determined to have occurred upon any one of the following events: (i) the date any person or group other than any Subsidiary (or any employee benefit plans (or related trust) of the Company or any of its Subsidiaries) acquires beneficial ownership of securities possessing more than thirty percent (30%) of the total combined voting power of the Company’s then outstanding voting securities which generally entitle the holder thereof to vote for the election of directors (“Voting Power”); provided, however, that no Change in Control shall be deemed to have occurred solely by reason of any such acquisition by a corporation with respect to which, after such acquisition, more than sixty percent (60%) of the then outstanding shares of common stock of such corporation and the Voting Power of such corporation are then beneficially owned, directly or indirectly, by the persons who were the beneficial owners of the stock and Voting Power of Company immediately before such acquisition, in substantially the same proportions as their ownership immediately before such acquisition; or (ii) the date the individuals who constitute the Board as of the date of the approval of this Plan by the Board (the “Incumbent Board”) cease for any reason other than their deaths to constitute at least a majority of the Board; provided that any individual who becomes a director after the date of the approval of this Plan by the Board whose election or nomination for election by Company’s stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered, for purposes of this definition, as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened solicitation by a person or group other than the Board for the purpose of opposing a solicitation by any other person or group with respect to the election or removal of directors of the Company; or (iii) the Company effects (A) a merger, reorganization or consolidation of Company with one or more corporations or entities, unless, in any such case, immediately after such merger, reorganization or consolidation, more than 50% of the Voting Power of the then outstanding securities of the corporation resulting from such merger, reorganization or consolidation is then owned, directly or indirectly, by all or substantially all of the persons who were the beneficial owners, respectively, of the outstanding Voting Stock of Company immediately prior to such merger, reorganization or consolidation and in substantially the same proportions relative to each other as their ownership, immediately prior to such merger, reorganization or consolidation, of the outstanding Voting Stock of the Company; or (B) a sale or other disposition of all or substantially all of the assets of Company (x) other than to an entity of which Company owns at least 50% of the Voting Power or (y) other than to a corporation with respect to which, immediately after such sale or other disposition, more than 50% of the Voting Power of the then outstanding securities thereof is then beneficially owned, directly or indirectly, by all or substantially all of the persons who were the beneficial owners, respectively, of the Voting Stock of the Company immediately prior to such sale or other disposition and in substantially the same proportions relative to each other as their ownership, immediately prior to such sale or other disposition, of the outstanding Voting Stock of the Company. For purposes of the foregoing definition, the terms “beneficially owned” and “beneficial ownership” shall have the meanings ascribed to them in Rule 13d-3 under the Exchange Act, the term “person” shall have the meaning ascribed to it in Section 13(d)(3) or Section 14(d)(2) of the Exchange Act and “group” means two or more persons acting together in such a way to be deemed a person for purposes of Section 13(d) of the Exchange Act.

**5.9 Deferrals.** The Committee may determine that the delivery of shares of Common Stock or the payment of cash, or a combination thereof, upon the settlement of all or a portion of any award made hereunder shall be deferred, or the Committee may, in its sole discretion, approve deferral elections made by holders of awards. Deferrals shall be for such periods and upon such terms as the Committee may determine in its sole discretion, subject to the requirements of Section 409A of the Code.



**5.10 No Right of Participation, Employment or Service.** Unless otherwise set forth in an employment agreement, no person shall have any right to participate in this Plan. Neither this Plan nor any award made hereunder shall confer upon any person any right to continued employment by or service with the Company, any Subsidiary or any affiliate of the Company or affect in any manner the right of the Company, any Subsidiary or any affiliate of the Company to terminate the employment or service of any person at any time without liability hereunder.

**5.11 Rights as Stockholder.** No person shall have any right as a stockholder of the Company with respect to any shares of Common Stock or other equity security of the Company which is subject to an award hereunder unless and until such person becomes a stockholder of record with respect to such shares of Common Stock or equity security.

**5.12 Designation of Beneficiary.** To the extent permitted by the Committee, a holder of an award may file with the Company a written designation of one or more persons as such holder's beneficiary or beneficiaries (both primary and contingent) in the event of the holder's death or incapacity. To the extent an outstanding option or SAR granted hereunder is exercisable, such beneficiary or beneficiaries shall be entitled to exercise such option or SAR pursuant to procedures prescribed by the Company. Each beneficiary designation shall become effective only when filed in writing with the Company during the holder's lifetime on a form prescribed by the Company. The spouse of a married holder domiciled in a community property jurisdiction shall join in any designation of a beneficiary other than such spouse. The filing with the Company of a new beneficiary designation shall cancel all previously filed beneficiary designations. If a holder fails to designate a beneficiary, or if all designated beneficiaries of a holder predecease the holder, then each outstanding award held by such holder, to the extent vested or exercisable, shall be payable to or may be exercised by such holder's executor, administrator, legal representative or similar person.

**5.13 Awards Subject to Clawback.** The awards granted under this Plan and any cash payment or shares of Common Stock delivered pursuant to such an award are subject to forfeiture, recovery by the Company or other action pursuant to the applicable award Agreement or any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

**5.14 Governing Law.** This Plan, each award hereunder and the related Agreement, and all determinations made and actions taken pursuant thereto, to the extent not otherwise governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws.

**5.15 Section 409A.** To the extent that the Committee determines that any award granted under this Plan is subject to Section 409A of the Code, the award Agreement evidencing such award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, this Plan and the award Agreements shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of this Plan to the contrary, in the event that following the Effective Date, the Committee determines that any award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Committee may adopt such amendments to this Plan and the applicable award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (i) exempt the award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the award, or (ii) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance and thereby avoid the application of any penalty taxes under Section 409A.

**5.16 Foreign Employees.** Without amending this Plan, the Committee may grant awards to eligible persons who are foreign nationals and/or reside outside of the United States on such terms and conditions different from those specified in this Plan as may in the judgment of the Committee be necessary or desirable to foster and promote achievement of the purposes of this Plan and, in furtherance of such purposes the Committee may make such modifications, amendments, procedures, subplans and the like as may be necessary or advisable to comply with provisions of laws in other countries or jurisdictions in which the Company or its Subsidiaries operates or has employees.

## VERADIGM INC.

**AGREEMENT FOR THE PAYMENT OF BENEFITS  
FOLLOWING TERMINATION OF EMPLOYMENT**

This AGREEMENT, dated as of May 21, 2024 (the “Effective Date”), between VERADIGM INC., a Delaware corporation (the “Company”), and [\_\_\_\_\_] (the “Executive”),

WITNESSETH:

WHEREAS, the Executive is employed by the Company in the position of [\_\_\_\_\_] of the Company; and

WHEREAS, the Company and the Executive desire to enter into this Agreement to set forth the separation benefits to be provided to the Executive in the event that his or her employment terminates under the circumstances described herein.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall be defined as set forth below:

(a) “Accounting Firm” shall mean a nationally recognized accounting firm selected by the Company.

(b) “Base Salary” shall mean the higher of (i) the annual base salary in effect immediately prior to the Date of Termination or (ii) the annual base salary in effect for the year immediately prior to the year in which the Date of Termination occurs.

(c) “Board” shall mean the Board of Directors of the Company.

(d) “Cause” shall mean, and shall be limited to, the occurrence of any one or more of the following events: (i) the willful or grossly negligent failure by Executive to perform Executive’s duties and obligations hereunder in any material respect, other than any such failure resulting from the disability of Executive; (ii) Executive’s conviction of a crime or offense involving the property of Company, or any crime or offense constituting a felony or involving fraud or moral turpitude; provided that, in the event that Executive is arrested or indicted for a crime or offense related to any of the foregoing, then Company may, at its option, place Executive on paid leave of absence, pending the final outcome of such arrest or indictment; (iii) Executive’s violation of any law, which violation is materially and demonstrably injurious to the operations or reputation of Company; or (iv) Executive’s material violation of any generally recognized policy of Company or Executive’s refusal to follow the lawful directions of the Board or the Chief Executive Officer of the Company, or Executive’s insubordination to Executive’s supervisor.

(e) “Change in Control” shall mean and be determined to have occurred upon any one of the following events: (i) the date any person or group other than any Subsidiary (or any employee benefit plans (or related trust) of the Company or any of its Subsidiaries) acquires beneficial ownership of securities possessing more than thirty percent (30%) of the total combined voting power of the Company’s then outstanding voting securities which generally entitle the holder thereof to vote for the

election of directors (“Voting Power”); provided, however, that no Change in Control shall be deemed to have occurred solely by reason of any such acquisition by a corporation with respect to which, after such acquisition, more than sixty percent (60%) of the then outstanding shares of common stock of such corporation and the Voting Power of such corporation are then beneficially owned, directly or indirectly, by the persons who were the beneficial owners of the stock and Voting Power of Company immediately before such acquisition, in substantially the same proportions as their ownership immediately before such acquisition; or (ii) the date the individuals who constitute the Board as of the date of the approval of this Plan by the Board (the “Incumbent Board”) cease for any reason other than their deaths to constitute at least a majority of the Board; provided that any individual who becomes a director after the date of the approval of this Plan by the Board whose election or nomination for election by Company’s stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered, for purposes of this definition, as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened solicitation by a person or group other than the Board for the purpose of opposing a solicitation by any other person or group with respect to the election or removal of directors of the Company; or (iii) the Company effects (A) a merger, reorganization or consolidation of Company with one or more corporations or entities, unless, in any such case, immediately after such merger, reorganization or consolidation, more than 50% of the Voting Power of the then outstanding securities of the corporation resulting from such merger, reorganization or consolidation is then owned, directly or indirectly, by all or substantially all of the persons who were the beneficial owners, respectively, of the outstanding voting stock of Company immediately prior to such merger, reorganization or consolidation and in substantially the same proportions relative to each other as their ownership, immediately prior to such merger, reorganization or consolidation, of the outstanding voting stock of the Company; or (B) a sale or other disposition of all or substantially all of the assets of Company (x) other than to an entity of which Company owns at least 50% of the Voting Power or (y) other than to a corporation with respect to which, immediately after such sale or other disposition, more than 50% of the Voting Power of the then outstanding securities thereof is then beneficially owned, directly or indirectly, by all or substantially all of the persons who were the beneficial owners, respectively, of the voting stock of the Company immediately prior to such sale or other disposition and in substantially the same proportions relative to each other as their ownership, immediately prior to such sale or other disposition, of the outstanding voting stock of the Company. For purposes of the foregoing definition, the terms “beneficially owned” and “beneficial ownership” shall have the meanings ascribed to them in Rule 13d-3 under the Securities Exchange Act of 1934 (the “Exchange Act”), the term “person” shall have the meaning ascribed to it in Section 13(d)(3) or Section 14(d)(2) of the Exchange Act and “group” means two or more persons acting together in such a way to be deemed a person for purposes of Section 13(d) of the Exchange Act.

(f) “Change in Control Period” shall mean the period beginning on the date three (3) months prior to the date of a Change in Control and (i) with respect to the provisions of Section 5(a), ending on the one-year anniversary of the Change in Control, and (ii) with respect to the provisions of Section 5(b), ending on the two-year anniversary of the Change in Control.

(g) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(h) “Date of Termination” shall mean the date that the Executive’s employment with the Company (or any successor) ends, which date shall be specified in the Notice of Termination. Notwithstanding the foregoing, the Executive’s employment shall not be deemed to have been terminated solely as a result of the Executive becoming an employee of any direct or indirect successor to the business or assets of the Company.

(i) “Disability” shall be deemed to have occurred if, as a result of illness or incapacity, Executive shall be unable to perform substantially Executive’s required duties for a period of three (3) consecutive months or for any aggregate period of three (3) months in any six (6) month period.

(j) “Good Reason” shall mean the occurrence of any of the following, without the Executive’s consent: (i) any reduction in the Base Salary or any failure to pay the Base Salary (other than, in the case of clause (y), the inadvertent failure to pay a de minimis amount of the Base Salary, which payment is immediately made by Company upon notice from Executive) and excluding a reduction in Base Salary due to an across the board decrease in annual base salary similarly affecting similarly-situated employees of the Company; (ii) a material diminution in or other substantial adverse alteration in the nature or scope of Executive’s responsibilities or authority with Company from those in effect on the Effective Date (excluding, for this purpose, changes following a Change in Control (x) to Executive’s reporting responsibilities and (y) arising by reason of Company ceasing to be a public company); or (iii) Executive’s principal place of business is moved to a location that is more than fifty (50) miles from Executive’s offices in effect on the Effective Date other than a relocation due to a remote work arrangement.

(k) “Good Reason Process” shall mean, in the event of the occurrence of a Good Reason, Executive shall have the right to terminate Executive’s employment and receive the benefits set forth in this Agreement, upon delivery of written notice to Company no later than the close of business on the sixtieth (60th) day following the effective date of the occurrence giving rise to Good Reason; provided, however, that such termination shall not be effective until the expiration of thirty (30) days after receipt by Company of such written notice if Company has not cured within the thirty (30)-day period (the “Cure Period”). If Company so effects a cure, the Good Reason notice shall be deemed rescinded and of no force or effect. Notwithstanding the foregoing, such notice and lapse of time shall not be required with respect to any event or circumstance which is the same or substantially the same as an event or circumstance with respect to which notice and an opportunity to cure has been given within the previous six (6) months. If the Company fails to cure the Good Reason event, then the Executive must terminate his or her employment within sixty (60) days following the expiration of the Cure Period.

(l) “Notice of Termination” shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon for the termination of the Executive’s employment and the Date of Termination.

(m) “Qualified Termination Event” shall mean (i) outside of the Change in Control Period, a termination of the Executive’s employment by the Company other than for Cause, death or Disability or (ii) during the Change in Control Period, (x) a termination of the Executive’s employment by the Company other than for Cause, death or Disability or (y) the Executive’s resignation from the Company for Good Reason; provided, however, that if Executive is offered another position with the Company or a Subsidiary at substantially the same or higher base salary and within 50 miles of Executive’s primary office location, and Executive declines to accept such position, the resulting termination of Executive’s employment with the Company shall not be considered a Qualified Termination Event.

(n) “Restrictive Covenants Agreement” shall mean the Inventions and Restrictive Covenant Agreement, Inventions, Arbitration and Restrictive Covenant Agreement or a similar agreement entered into between the Executive and the Company.

(o) “Subsidiary” shall mean any corporation, limited liability company, partnership, joint venture or similar entity in which the Company owns, directly or indirectly, an equity interest possessing more than 50% of the combined voting power of the total outstanding equity interests of such entity.

2. Term. Other than during the Change in Control Period, the Compensation Committee of the Board of Directors (the “Committee”) may determine at any time that Executive should no longer be eligible for the benefits set forth in this Agreement as a result of a material change in such Executive’s role, resulting in the Executive ceasing to serve as an executive officer of the Company, and, upon such a determination by the Committee, this Agreement shall be terminated for no consideration and such individual shall cease to be eligible to receive the benefits pursuant to this Agreement. In the event that this Agreement is terminated, Executive shall revert to participating in any other severance plan maintained by the Company for which Executive is eligible to participate.

3. Termination Benefits Generally. In the event the Executive’s employment with the Company is terminated for any reason, Executive shall be entitled to receive payment of any Base Salary amounts that have accrued but have not been paid as of the Termination Date and any benefits, including conversion and continuation rights, provided upon termination of employment under the Company’s employee benefit plans and policies (not including any severance, separation pay, or supplemental unemployment benefit plan) in accordance with the terms of such plans and policies (collectively the “Accrued Obligations”), within the time required by law but in no event more than sixty (60) days after the Date of Termination.

4. Termination Not in Connection with a Change in Control. In the event of a termination of the Executive’s employment by the Company other than for Cause, death or Disability at any time other than during the Change in Control Period, with respect to such Executive, in addition to the Accrued Benefits, subject to his or her execution of a general release of claims in favor of the Company and related persons and entities (the “Release”), which shall include provisions relating to confidentiality, return of property, and non-disparagement and a reaffirmation of the Restrictive Covenants Agreement and the Release becoming irrevocable, in no event more than sixty (60) days after the Date of Termination, and subject to the Executive complying with this Agreement and the Release, the Company shall:

(a) pay the Executive an amount equal to the sum of (i) one (1) times Executive’s Base Salary (ii) 100% of the Executive’s annual target bonus in effect immediately prior to the Date of Termination;

(b) accelerate the vesting of any equity awards held by the Executive that were scheduled to vest in the one-month period immediately following the Date of Termination to become fully vested, exercisable or nonforfeitable as of the Date of Termination and to be distributed in accordance with the underlying equity award agreements, provided that if the performance period applicable to any performance-based equity awards is scheduled to expire on or before the one-month anniversary of the Date of Termination, such award will remain outstanding and shall vest to the extent the underlying performance goals are achieved (for the avoidance of doubt, any unvested equity that was scheduled to vest beyond the one-month period following the Date of Termination will be forfeited); and

(c) if the Executive was participating in the Company’s group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company, based on the premiums as of the Date of Termination, until the earlier of (i) twelve (12) months after the Date of Termination and (ii) the date on which the Executive obtains other employment.

The amounts payable under Section 4(a) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over twelve (12) months after the Date of Termination, with the first payment commencing within sixty (60) days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the amounts shall be paid in the second calendar year no later than the last day of such 60-day period; provided further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination.

5. Termination in Connection with a Change in Control. In the event a Qualified Termination Event occurs within the Change in Control Period, then with respect to such Executive, in addition to the Accrued Benefits, subject to his or her execution and non-revocation of Release and the Release becoming irrevocable, in no event more than sixty (60) days after the Date of Termination, and subject to the Executive complying with this Agreement and the Release, the Company shall:

(a) pay to the Executive an amount equal to the sum of (i) 100% of Base Salary plus (ii) 100% of the Executive's annual target bonus in effect immediately prior to the Qualified Termination Event (or the Executive's target bonus in effect immediately prior to the Change in Control, if higher);

(b) accelerate the vesting of 100% of the outstanding and unvested equity awards held by the Executive to immediately become fully vested, exercisable or nonforfeitable as of the Date of Termination and such awards to be distributed in accordance with the underlying equity award agreements; provided, that the performance conditions applicable to any outstanding and unvested equity awards subject to performance conditions will be deemed satisfied at the target level specified in the terms of the applicable award agreement; and

(c) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company, based on the premiums as of the Date of Termination, until the earlier of (i) twelve (12) months after the Date of Termination and (ii) the date on which the Executive obtains other employment.

The amounts payable under Section 5(a) shall be paid out in a lump sum within sixty (60) days after the Date of Termination; provided, however, (i) in the event the Date of Termination occurs within three months prior to the Change in Control or (ii) the Change in Control is not a "change in control event" within the meaning of Section 409A of the Code, then the amount payable under Section 5(a) shall be paid at the time specified with respect to Section 4(a); provided, further, if the 60-day period begins in one calendar year and ends in a second calendar year, the amounts shall be paid in the second calendar year no later than the last day of the 60-day period. For the avoidance of doubt, the severance pay and benefits provided in this Section 5 shall apply in lieu of, and expressly supersede, the provisions of Section 4 and Executive shall not be entitled to the severance pay and benefits under both Sections 4 and 5 hereof.

6. Additional Limitation.

(a) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only

occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In the event of such reduction, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (i) cash payments not subject to Section 409A of the Code; (ii) cash payments subject to Section 409A of the Code; (iii) equity-based payments and acceleration; and (iv) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(b) For purposes of this Section 6, the “After Tax Amount” means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive’s receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes (if any) which could be obtained from deduction of such state and local taxes.

(c) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 6(a) shall be made by the Accounting Firm, which shall provide detailed supporting calculations both to the Company and the Executive within fifteen (15) business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

7. Restrictive Covenants Agreement. As a condition to entering into this Agreement, each Executive shall continue to comply with the terms and conditions contained in the Restrictive Covenants Agreements or similar agreement entered into between the Executive and the Company.

8. Withholding. All payments made by the Company under this Agreement shall be subject to any tax or other amounts required to be withheld by the Company under applicable law.

#### 9. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive’s “separation from service” within the meaning of Section 409A of the Code, the Company determines that the Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement would be considered deferred compensation subject to the twenty (20) percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (i) six (6) months and one (1) day after the Executive’s separation from service, or (ii) the Executive’s death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.



(b) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code and that all amounts payable hereunder shall be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation § 1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation § 1.409A-1(b)(4). To the extent that any provision of this Agreement is not exempt from Section 409A of the Code and ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner to comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(c) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive’s termination of employment, then such payments or benefits shall be payable only upon the Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). In addition, to the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that a Change in Control does not constitute a “change in control event” within the meaning of Section 409A of the Code, then the amounts payable under Sections 5(b) and 5(c) shall be paid at the same time as set forth in Section 4(a) and 4(b) to the extent required to comply with Section 409A of the Code.

(d) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

#### 10. Notice and Date of Termination.

(a) Notice of Termination. A termination of the Executive’s employment shall be communicated by Notice of Termination from the Company to the Executive or vice versa in accordance with this Section 10.

(b) Notice to the Company. Any notices, requests, demands, and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the Executive at the last address the Executive has filed in writing with the Company, or to the Company at the following physical or email address:

Veradigm, Inc.  
Attention: General Counsel

11. No Mitigation. The Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company under this Agreement.

12. Benefits and Burdens. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, their respective successors, executors, administrators, heirs and permitted assigns. In the event of the Executive's death after a termination of employment but prior to the completion by the Company of all payments due to him or her under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to his or her death (or to his or her estate, if the Executive fails to make such designation).

13. Enforceability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. Non-Duplication of Benefits and Effect on Other Plans. Notwithstanding any other provision in this Agreement to the contrary, the benefits provided hereunder shall be in lieu of any other severance payments and/or benefits provided by the Company, including any such payments and/or benefits pursuant to an employment agreement or offer letter between the Company and the Executive, other than as provided in the Company's 2019 Stock Incentive Plan, as amended from time to time.

16. No Contract of Employment. Nothing in this Agreement shall be construed as giving any Executive any right to be retained in the employ of the Company or shall affect the terms and conditions of the Executive's employment with the Company.

17. Amendment. The parties may amend this Agreement by written agreement between the parties.

18. Governing Law. This Agreement shall be construed under and be governed in all respects by the laws of the State of Delaware, without giving effect to the conflict of laws principles.

19. Obligations of Successors. In addition to any obligations imposed by law upon any successor to the Company, any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company shall expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

20. Protected Rights. Nothing in this Agreement or otherwise is intended to, or does, prohibit the Executive from (i) filing a charge or complaint with, providing truthful information to, or cooperating with an investigation being conducted by a governmental agency (such as the Equal Employment Opportunity Commission, another other fair employment practices agency, the National Labor Relations Board, the Department of Labor, or the Securities and Exchange Commission (the

“SEC”); (ii) engaging in other legally-protected activities; (iii) giving truthful testimony or making statements under oath in response to a subpoena or other valid legal process or in any legal proceeding; (iv) otherwise making truthful statements as required by law or valid legal process; or (v) disclosing a trade secret in confidence to a governmental official, directly or indirectly, or to an attorney, if the disclosure is made solely for the purpose of reporting or investigating a suspected violation of law. Accordingly, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In the event the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the trade secret(s) of the Company to his attorney and use the trade secret information in the court proceeding, if the Executive (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order. In accordance with applicable law, and notwithstanding any other provision of this Agreement, nothing in this Agreement or any of any policies or agreements of the Company or any affiliate applicable to the Executive (i) impedes the Executive’s right to communicate with the SEC or any other governmental agency about possible violations of federal securities or other laws or regulations or (ii) requires the Executive to provide any prior notice to the Company or its affiliates or obtain their prior approval before engaging in any such communications.

21. Miscellaneous.

(a) The headings of this Agreement are included for convenience and shall not affect the meaning or interpretation of this Agreement.

(b) The invalidity of unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision of this Agreement.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts will together constitute one Agreement.

*(Signature page to follow)*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and attested to and the Executive has set his or her hand as of the date first above written.

VERADIGM, INC.

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Shih-Yin Ho  
Interim Chief Executive Officer

EXECUTIVE

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## Veradigm to Explore Strategic Alternatives and Reaffirms 2024 Guidance

**CHICAGO – May 28, 2024 – Veradigm Inc.** (OTCMKTS: MDRX, the “Company”), a leading provider of healthcare data and technology solutions, today announced that it has initiated a process to explore strategic alternatives to maximize shareholder value.

As part of the evaluation process, Veradigm will explore potential strategic alternatives that may include, but are not limited to, a sale, merger, strategic business combination or other transaction. The Company cannot assure that its exploration will result in Veradigm pursuing a transaction or that any transaction, if pursued, will be completed on attractive terms, if at all. Veradigm has not set a timetable for completion of the evaluation process and does not intend to disclose further developments unless and until it is determined that further disclosure is appropriate.

“Veradigm has built a unique set of assets in the healthcare industry, including a high-quality data and technology platform that spans providers, payers and life sciences companies. We have added in-house, healthcare-specific generative AI capabilities to create new and exciting lines of business. These efforts complement our core business, which continues to be strong, profitable and healthy,” said Greg Garrison, the Company’s Executive Chairman. “The Board of Veradigm is exploring alternatives to drive our growth strategy and maximize shareholder value. The Company will remain focused on serving our customers, supporting our employees and growing our business.”

In connection with this announcement, the Company is reaffirming the following Fiscal 2024 guidance previously provided on March 13, 2024:

- Revenue is expected between \$620 million and \$635 million
- Adjusted EBITDA is expected between \$104 million and \$113 million

As previously disclosed, as of March 31, 2024, the Company had cash and cash equivalents of approximately \$343 million, funded debt of \$208 million (consisting of the principal amount of the Company’s 2019 convertible notes) and net cash of \$135 million (cash and cash equivalents less funded debt consisting of the principal amount of the Company’s 2019 convertible notes).

J.P. Morgan Securities LLC is serving as financial advisor, and Sidley Austin LLP is serving as legal counsel to the Company.

### About Veradigm®

Veradigm is a healthcare technology company that drives value through its unique combination of platforms, data, expertise, connectivity, and scale. The Veradigm Network features a dynamic community of solutions and partners providing advanced insights, technology, and data-driven solutions for the healthcare provider, payer, and biopharma markets. For more information about how Veradigm is fulfilling its mission of Transforming Health, *Insightfully*, visit [www.veradigm.com](http://www.veradigm.com), or find Veradigm on [LinkedIn](#), [Facebook](#), [Twitter](#), and [YouTube](#).

**Disclaimer and Forward-Looking Statement Information**

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, but are not limited to, statements regarding the Company's review of strategic alternatives, the Company's ability to complete any strategic transaction that may result from the review of strategic alternatives and expected financial results for 2024. These forward-looking statements are based on the current beliefs and expectations of the Company's management with respect to future events, only speak as of the date that they are made and are subject to significant risks and uncertainties. Such statements can be identified by the use of words such as "future," "anticipates," "believes," "estimates," "expects," "intends," "plan," "predicts," "will," "would," "could," "continue," "can," "may," "look forward," "aim," "hopes," "seek" and similar terms, although not all forward-looking statements contain such words or expressions. Actual results could differ significantly from those set forth in the forward-looking statements.

Important factors that may cause actual results to differ materially from those in the forward-looking statements include, among others: whether the objectives of the review of strategic alternatives will be achieved; the terms, structure, benefits and costs of any strategic transaction that may result from the review of strategic alternatives; the timing of any such strategic transaction and whether any such strategic transaction will be consummated at all; the risk that the review of strategic alternatives and its announcement could have an adverse effect on (a) the ability of the Company to retain and hire key personnel and maintain relationships with customers, suppliers, employees and stockholders and (b) the Company's operating results and business generally; the risk that the review of strategic alternatives could divert the attention and time of the Company's management; the risk of any unexpected costs or expenses resulting from the review; the risk of any litigation relating to the review of strategic alternatives or any strategic transaction that may result therefrom; an increased risk of shareholder activism in connection with the review of strategic alternatives or any transaction that may result therefrom; further material delay in the Company's financial reporting or ability to hold an annual meeting of stockholders; an inability to timely prepare restated financial statements; unanticipated factors or factors that the Company currently believes will not cause delay; the impacts of the previously disclosed, ongoing independent investigation by the Audit Committee of the Board that relates to the Company's financial reporting, internal controls over financial reporting and disclosure controls (the "Audit Committee Investigation"), including on the Company's remediation efforts and preparation of financial statements or other factors that could cause additional delay or adjustments; the possibility that the ongoing review may identify additional errors and material weaknesses or other deficiencies in the Company's accounting practices; the likelihood that the control deficiencies identified or that may be identified in the future will result in additional material weaknesses in the Company's internal control over financial reporting; risks relating to the Company's voluntary disclosure to the U.S. Securities and Exchange Commission (the "SEC") of information concerning the Audit Committee Investigation; risks relating to the putative securities class action lawsuit filed against the Company and any other future litigation or investigation relating to the Audit Committee Investigation; risks relating to the Company's common stock not trading on a national securities exchange and deregistration from Section 12(b) of the Securities Exchange Act of 1934; unexpected costs, charges or expenses resulting from the ScienceIO acquisition; changes in the financial condition of the markets that the Company and ScienceIO serve; risks associated with ScienceIO's product and service offerings or their respective results of operations; the challenges, risks and costs involved with integrating the operations of Science IO with the Company's operations, including the diversion of management's attention from the



Company's ongoing business operations; the Company's ability to realize the anticipated benefits of the ScienceIO acquisition; risks associated with the impact of the Change Healthcare cybersecurity incident on the Company's customers and other third party business relations; and other factors contained in the "Risk Factors" section and elsewhere in the Company's filings with the SEC from time to time, including, but not limited to, its Annual Report on Form 10-K, its Quarterly Reports on Form 10-Q and its Current Report on Form 8-K filed on January 10, 2024. The Company does not undertake to update any forward-looking statements to reflect changed assumptions, the impact of circumstances or events that may arise after the date of the forward-looking statements, or other changes over time, except as required by law.

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## Veradigm Announces Leadership Updates

*Tom Langan appointed as interim CEO*

*Interim CFO Lee Westerfield extends term with Company*

**CHICAGO – May 28, 2024** – Veradigm Inc. (OTCMKTS: MDRX, the “Company”), a leading provider of healthcare data and technology solutions, today announced that, on June 7, 2024, Tom Langan, the Company’s President and Chief Commercial Officer (CCO), will assume the role of interim Chief Executive Officer (CEO), reporting directly to the Executive Chairman and the Board. Mr. Langan has been a Company leader since 2018 and has more than 25 years of life sciences, payer and data & analytics experience. Interim Chief Financial Officer (CFO) Lee Westerfield, who joined Veradigm in December 2023 after more than 25 years of experience as a senior financial executive, has agreed to extend his term of service with the Company through December 31, 2024. The current interim CEO, Dr. Yin Ho, will step down following the expiration of her term of service on June 7, 2024. The Company does not plan to make any permanent executive appointments while the separately announced exploration of strategic alternatives is in process.

Executive Chairman of the Board Greg Garrison said, “As President and CCO, Tom understands the Veradigm team, industry and business objectives and will now bring his long-time leadership at Veradigm to bear as interim CEO through the Company’s next chapter. We’re also grateful for Lee’s continued efforts as interim CFO while we look to complete our financial restatements and execute against our long-term business strategy. As a seasoned CFO in sectors undergoing dynamic change, Lee has been a critical leader in helping Veradigm foster and reinforce a strong financial control environment.”

Garrison continued, “On behalf of the entire Board, I want to thank Yin for her commitment to Veradigm throughout this transition period and for her work to define a future where the Company can combine our rich history with new cutting-edge, healthcare-specific AI technology. We are grateful that Yin stepped up to become the interim CEO at a challenging time for the Company, allowing Tom to focus on the day-to-day business. In that role, she advanced Veradigm’s analytical and technology capabilities to further unlock value for our customers, partners and stockholders and help position the Company as a leader in healthcare data intelligence. We wish Yin the best in her next endeavors.”

“I want to offer my sincere thanks to the Veradigm employees, including the team that joined us from ScienceIO,” said Dr. Yin Ho, interim CEO. “During my tenure, we made a bold investment in healthcare-specific AI by acquiring ScienceIO, becoming the first healthcare organization to bring AI in-house in this manner. We are uniquely positioned in the industry to responsibly develop these new capabilities and support the ecosystem of providers, payers and life sciences. Our experience with electronic health records and deep knowledge of clinical workflow set us up to leverage in-house generative AI models to enhance both the clinical experience and the quality of data capture.”

Dr. Ho continued, “As I conclude my service at Veradigm, I am proud of the direction we’ve set. I am confident that Veradigm is well positioned to assume a leadership role in responsibly developing healthcare intelligence products using generative AI models. Additionally, I am excited about the strength of the Veradigm network. I have the utmost confidence in Tom’s leadership to guide the Company in its next chapter.”





## About Veradigm®

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Important factors that may cause actual results to differ materially from those in the forward-looking statements include, among others: whether the objectives of the review of strategic alternatives will be achieved; the terms, structure, benefits and costs of any strategic transaction that may result from the review of strategic alternatives; the timing of any such strategic transaction and whether any such strategic transaction will be consummated at all; the risk that the review of strategic alternatives and its announcement could have an adverse effect on (a) the ability of the Company to retain and hire key personnel and maintain relationships with customers, suppliers, employees and stockholders and (b) the Company's operating results and business generally; the risk that the review of strategic alternatives could divert the attention and time of the Company's management; the risk of any unexpected costs or expenses resulting from the review; the risk of any litigation relating to the review of strategic alternatives or any strategic transaction that may result therefrom; an increased risk of shareholder activism in connection with the review of strategic alternatives or any transaction that may result therefrom; further material delay in the Company's financial reporting or ability to hold an annual meeting of stockholders; an inability to timely prepare restated financial statements; unanticipated factors or factors that the Company currently believes will not cause delay; the impacts of the previously disclosed, ongoing independent investigation by the Audit Committee of the Board that relates to the Company's financial reporting, internal controls over financial reporting and disclosure controls (the "Audit Committee Investigation"), including on the Company's remediation efforts and preparation of financial statements or other factors that could cause additional delay or adjustments; the possibility that the ongoing review may identify additional errors and material weaknesses or other deficiencies in the Company's accounting practices; the likelihood that the control deficiencies identified or that may be identified in the future will result in additional material weaknesses in the Company's internal control over financial reporting; risks relating to the Company's voluntary disclosure to the U.S. Securities and Exchange Commission (the "SEC") of information concerning the Audit Committee Investigation; risks relating to the putative securities class action lawsuit filed against the Company and any other future litigation or investigation relating to the Audit Committee





Investigation; risks relating to the Company's common stock not trading on a national securities exchange and deregistration from Section 12(b) of the Securities Exchange Act of 1934; unexpected costs, charges or expenses resulting from the ScienceIO acquisition; changes in the financial condition of the markets that the Company and ScienceIO serve; risks associated with ScienceIO's product and service offerings or their respective results of operations; the challenges, risks and costs involved with integrating the operations of Science IO with the Company's operations, including the diversion of management's attention from the Company's ongoing business operations; the Company's ability to realize the anticipated benefits of the ScienceIO acquisition; risks associated with the impact of the Change Healthcare cybersecurity incident on the Company's customers and other third party business relations; and other factors contained in the "Risk Factors" section and elsewhere in the Company's filings with the SEC from time to time, including, but not limited to, its Annual Report on Form 10-K, its Quarterly Reports on Form 10-Q and its Current Report on Form 8-K filed on January 10, 2024. The Company does not undertake to update any forward-looking statements to reflect changed assumptions, the impact of circumstances or events that may arise after the date of the forward-looking statements, or other changes over time, except as required by law.

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