

**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): December 6, 2023**

**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	Nasdaq Global Select 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.**

On December 8, 2023, Veradigm Inc. (the “Company”) announced that the Board of Directors of the Company (the “Board”) appointed current Chairman of the Board, P. Gregory Garrison, as Executive Chairman of the Board, and appointed current director, Dr. Shih-Yin Ho, as Interim Chief Executive Officer of the Company, each effective December 7, 2023. Mr. Garrison and Dr. Ho will both remain on the Board, and Dr. Ho will serve the Company as principal executive officer. In addition, the Company announced that Leland Westerfield will serve the Company as Interim Chief Financial Officer and will serve as the Company’s principal financial officer and principal accounting officer, effective December 7, 2023. Following Mr. Garrison’s appointment as Executive Chairman, Carol J. Zierhoffer was appointed as Lead Independent Director.

As a result 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, on December 6, 2023, Richard J. Poulton and Leah S. Jones each resigned at the request of the Board from their positions as Chief Executive Officer and Chief Financial Officer, respectively, effective immediately. Mr. Poulton also stepped down from the Board, effective December 6, 2023. Ms. Jones will continue serving the Company as a consultant for an initial period of six months.

Dr. Ho, age 53, is a seasoned digital health, software, and pharmaceutical services entrepreneur, executive, and advisor, having spent over 20 years developing products and companies in health information infrastructure, data analytics, and decision support for life sciences. Dr. Ho has served as President of Glimpse LLC (“Glimpse”), an independent software and strategy consulting firm for pharmaceutical services companies, since October 2018. During her time at Glimpse, she also served as the Chief Strategy Officer and Chief Product Officer of Aetion, Inc. (“Aetion”), a client of Glimpse and provider of real-world evidence software solutions for life science companies and payers, from March 2019 through March 2020. Dr. Ho also served as the Chief Executive Officer and Co-Founder of Last Mile Research, an organization she co-founded in July 2021 focused on changing and optimizing the way life sciences companies source talent for clinical trials, until November 2023. In addition, prior to Glimpse, Dr. Ho held leadership positions at two other organizations, Medidata Solutions, Inc. (Nasdaq: MDSO) and Pfizer Inc. (NYSE: PFE). Dr. Ho was also the Founder and Chief Executive Officer of Context Matters Inc., a global life sciences market access software company, which was later acquired by Decision Resources Group in 2017 and then later combined with Clarivate PLC (NYSE: CLVT) in 2020. Dr. Ho began her career as an emergency medicine physician before deciding to pursue opportunities in the emerging e-health industry. Dr. Ho currently serves on the board of directors of Genesis Research, a real-world evidence research company supporting the life sciences industry, and non-profit PS3til6 and as an advisor to Redesign Health. She received her B.A. from Brown University, her M.D. from Yale University School of Medicine, and her M.B.A. from Harvard Business School. Dr. Ho has served on the Board since February 2023.

Mr. Westerfield, age 54, has held multiple Chief Financial Officer roles and has scaled, funded and exited multiple software and data service-based company ventures. Drawn to healthcare data and analytics, he has served as Chief Financial Officer of ClearSense, Inc. (“ClearSense”), an enterprise healthcare data analytics platform serving health providers and payors since October 2022. Prior to ClearSense, he was the Chief Financial Officer of Dstillery, an advertising technology data analytics provider, initially as a consultant from June 2020 to August 2020, and then as an employee until April 2022, at which time he transitioned to the role of Strategic Financial Advisor from May 2022 to October 2022. Prior to that, he served as the Chief Financial Officer of Aetion from January 2019 to June 2022. He also served as the Chief Financial Officer of Uphold, Ltd. (“Uphold”), a financial technology platform as a service company operating regulated money services, from August 2016 through December 2018, and he continued to serve as Vice Chairman of the Board of Directors at Uphold until December 2019. Mr. Westerfield also held other Chief Financial Officer positions at numerous other software as a service (i.e., SaaS) companies. He began his career on Wall Street as a senior equity research analyst specializing in the internet and media and entertainment sectors. Mr. Westerfield received his B.A. from Yale University and his M.B.A. from Columbia Business School.

There are no arrangements or understandings between either of Dr. Ho or Mr. Westerfield and any other persons pursuant to which Dr. Ho or Mr. Westerfield, respectively, was selected as an executive officer, and there are no transactions in which either of Dr. Ho or Mr. Westerfield has an interest requiring disclosure under Item 404(a) of Regulation S-K.

In connection with Dr. Ho’s appointment as Interim Chief Executive Officer, the Company entered into a Letter Agreement with Dr. Ho (the “Ho Letter Agreement”), effective as of December 7, 2023, which provides for cash compensation for her service as Interim Chief Executive Officer at an annualized rate of \$1,500,000 for an initial term of six months, which may be extended on a month-to-month basis by mutual agreement. In addition, Dr. Ho is eligible pursuant to the Ho Letter Agreement to earn a cash bonus during Dr. Ho’s period of service as Interim Chief Executive Officer of up to \$200,000 based on the achievement of certain milestones, to be established by the Compensation Committee of the Board in its sole, good faith discretion. Dr. Ho will not be compensated separately for service on the Board during her term of service as Interim Chief Executive Officer. The foregoing summary of the Ho Letter Agreement is qualified in its entirety by the Ho Letter Agreement, which is attached hereto as Exhibit 10.1 to this report and is incorporated herein by reference.

In connection with Mr. Westerfield’s appointment as Interim Chief Financial Officer, the Company entered into a Letter Agreement with Mr. Westerfield (the “Westerfield Letter Agreement”), effective as of December 7, 2023, which provides for cash compensation at an annualized rate of \$787,500 for an initial term of six months commencing on January 1, 2024 (the “Start Date”), and such term may be extended by mutual agreement for successive three month terms. The Westerfield Letter Agreement also provides for a success fee of \$200,000 based on the achievement of certain milestones, to be established by the Compensation Committee of the Board in its sole, good faith discretion. From December 7, 2023 until the Start Date, Mr. Westerfield will provide services as Interim Chief Financial Officer and will serve as the Company’s principal financial officer and principal accounting officer pursuant to a short-term consulting agreement (the “Westerfield Consulting Agreement”), which provides for Mr. Westerfield to be paid a flat consulting fee of \$50,500 in respect of such services. The foregoing summary of the Westerfield Letter Agreement and the Westerfield Consulting Agreement are qualified in their entirety by the Westerfield Letter Agreement and the Westerfield Consulting Agreement, which are attached hereto as Exhibits 10.2 and 10.3 to this report, respectively, and are incorporated herein by reference.

On December 6, 2023, in connection with their respective separations from employment with the Company, each of Mr. Poulton and Ms. Jones entered into a Separation Agreement with the Company (the “Poulton Separation Agreement” and the “Jones Separation Agreement”, respectively). Ms. Jones also entered into a Consulting Agreement with the Company, effective as of December 7, 2023 (the “Jones Consulting Agreement”).

Pursuant to the terms of the Poulton Separation Agreement, Mr. Poulton is entitled to: (i) a separation payment in the amount of \$1,600,000, payable in substantially equal installments over the 24-month period following his separation (with such amount based on Mr. Poulton’s existing base salary and not reflective of the \$1,000,000 base salary level approved by the Compensation Committee of the Board in 2023 but not implemented), (ii) continued participation in Company health and dental benefit plans at active employee rates for up to 24 months, and (iii) accelerated vesting with respect to each Company equity award held by Mr. Poulton that is subject solely to time-based vesting conditions and that is scheduled to vest during the 2024 calendar year (including the 2021 free cash flow performance-based restricted stock units, for which the performance condition was previously achieved but which remain subject to time-based vesting until March 2024). The total number of shares of Company common

stock underlying the equity awards that will vest pursuant to the Poulton Separation Agreement is 264,947 shares. All other equity awards held by Mr. Poulton will be forfeited upon his termination of employment. Prior to his separation, Mr. Poulton previously made charitable commitments of \$500,000 in the aggregate to several charities that had not yet been fulfilled. Under the Poulton Separation Agreement, the Company agreed to make contributions in the Company's name of the amounts Mr. Poulton previously had committed to those charitable organizations. Under the terms of the Poulton Separation Agreement, Mr. Poulton will not receive any payment with respect to the Company's 2023 annual incentive program. In addition, under the terms of the Poulton Separation Agreement, Mr. Poulton released and discharged the Company and certain related parties from any and all claims based on any events or circumstances arising or occurring prior to and including December 6, 2023 to the fullest extent permitted by law, subject to certain limited exceptions. Mr. Poulton remains subject to confidentiality and non-disparagement obligations and is subject to certain post-employment covenants not to compete and not to solicit employees or business partners of the Company and its affiliates. Mr. Poulton also agreed to cooperate fully with the Company and its affiliates in the defense, prosecution or conduct of any claims or investigations relating to events or occurrences that transpired while Mr. Poulton was employed by the Company.

Pursuant to the terms of the Jones Separation Agreement, Ms. Jones is entitled to the following severance benefits: (i) base salary continuation for six months (i.e., a total amount of \$200,000), (ii) continued participation in Company health and dental benefit plans at active employee rates for 12 months, and (iii) certain outplacement services. Under the terms of the Jones Separation Agreement, Ms. Jones will not receive any payment with respect to the Company's 2023 annual incentive program. The Jones Separation Agreement also contains a release and a cooperation covenant substantially similar to such provisions in the Poulton Separation Agreement. Ms. Jones also remains subject to various restrictive covenants, including pursuant to the terms of her equity award agreements.

Pursuant to the Jones Consulting Agreement, Ms. Jones will provide business development-related services to the Company for an initial period of six months, subject to an additional six-month extension period. Under the Jones Consulting Agreement, Ms. Jones will receive a weekly consulting fee of \$10,000 and a \$100,000 success fee payable upon completion of the initial term. Furthermore, in accordance with the terms of the Company's equity incentive plan, Ms. Jones will be eligible for continued vesting of her outstanding equity awards based on her continued service as a consultant.

The foregoing summaries of the Poulton Separation Agreement, the Jones Separation Agreement and the Jones Consulting Agreement are qualified in their entirety by the Poulton Separation Agreement, the Jones Separation Agreement and the Jones Consulting Agreement, which are attached hereto as Exhibits 10.4, 10.5 and 10.6 to this report, respectively, and are incorporated herein by reference.

### **Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

Effective December 7, 2023, in connection with, and immediately prior to, the effectiveness of the appointment of Mr. Garrison as Executive Chair, the Company amended the By-Laws of the Company, as amended and restated on August 18, 2015, and as further amended on January 1, 2023 (the "Second Amendment"), to provide that the Board may appoint a Chairman who may or may not be an independent director of the Company.

The foregoing summary of the Second Amendment is qualified in its entirety by the text of the Second Amendment, which is attached hereto as Exhibit 3.1 and incorporated herein by reference.

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

On December 8, 2023, the Company issued a press release announcing its leadership changes. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

The information furnished pursuant to this Item shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

<u>Exhibit Number</u>	<u>Exhibit Description</u>
3.1	<a href="#"><u>Second Amendment to By-Laws of Veradigm Inc., as amended and restated on August 18, 2015, and as further amended on January 1, 2023</u></a>
10.1	<a href="#"><u>Offer Letter Agreement, effective as of December 7, 2023, between Veradigm Inc. and Shih-Yin Ho</u></a>
10.2	<a href="#"><u>Offer Letter Agreement, effective as of December 7, 2023, between Veradigm Inc. and Leland Westerfield</u></a>
10.3	<a href="#"><u>Consulting Agreement, effective as of December 7, 2023, between Veradigm Inc. and Leland Westerfield, sole and managing member of Wilcox Capital LLC</u></a>
10.4	<a href="#"><u>Separation Agreement, dated as of December 6, 2023, between Veradigm Inc. and Richard J. Poulton</u></a>
10.5	<a href="#"><u>Separation Agreement, dated as of December 6, 2023, between Veradigm Inc. and Leah S. Jones</u></a>
10.6	<a href="#"><u>Consulting Agreement, effective as of December 7, 2023, between Veradigm Inc. and Leah S. Jones</u></a>
99.1	<a href="#"><u>Press release issued by Veradigm Inc. on December 8, 2023</u></a>
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: December 8, 2023

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

SECOND AMENDMENT TO  
BY-LAWS  
OF  
VERADIGM INC.  
(A DELAWARE CORPORATION),  
AS AMENDED AND RESTATED ON AUGUST 18, 2015

This Second Amendment (this “*Amendment*”) to the By-Laws, as amended and restated on August 18, 2015 and as further amended on January 1, 2023 (the “*By-Laws*”), of Veradigm Inc., a Delaware corporation f/k/a Allscripts Healthcare Solutions, Inc. (the “*Corporation*”), is made as of December 7, 2023 in accordance with Article Ninth of the Fifth Amended and Restated Certificate of Incorporation of the Corporation, as amended effective January 1, 2023, Article VIII of the By-Laws and Section 109(a) of the General Corporation Law of the State of Delaware. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the By-Laws.

The By-Laws are hereby amended as follows:

The first sentence of Section 4 of Article III of the By-Laws is hereby amended and restated in its entirety to read as follows: “The Board of Directors may appoint a Chairman from time to time, who may or may not be an independent director of the Corporation.”

Except as expressly set forth in this Amendment, the provisions of the By-Laws shall remain unchanged. In the event of an inconsistency between this Amendment and the By-Laws, the provisions of this Amendment shall control.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth above.

**VERADIGM INC.**

By: /s/ Eric Jacobson

Name: Eric Jacobson

Title: Authorized Signatory

Signature Page to Second Amendment to By-Laws of Veradigm Inc.



TRANSFORMING HEALTH, *Insightfully*

December 6, 2023  
Dr. Shih-Yin Ho

Dear Yin:

It is my pleasure to offer you the position of Interim Chief Executive Officer ("Interim CEO") of Veradigm Inc. (the "Company"), pursuant to the terms of this letter agreement (the "Offer Letter").

The terms and conditions of your employment with the Company will be as follows and shall, subject to your satisfaction of the "Conditions to Employment" listed below, become effective as of the date on which you countersign this Offer Letter.

1. **Start Date:** Your start date in this position will be December 7, 2023 (the "Start Date").
2. **Position and Duties:**
  - a. As Interim CEO, you shall have such responsibilities, duties, and authorities as are commensurate with the position of Interim CEO, or as are assigned to you by the Board of Directors of the Company (the "Board").
  - b. During the Term (as defined below) (i) you shall remain a member of the Board and, in addition, shall be an employee of the Company, and (ii) the compensation set forth in this Offer Letter shall be the only compensation that you are entitled to receive from the Company, and you shall not be entitled to receive any additional compensation in respect of your services as a director of the Company.
  - c. In your role as Interim CEO, you shall fulfill your duties and responsibilities in a diligent, trustworthy, and appropriate manner and in compliance with the policies and practices of the Company (as in effect from time to time) and applicable law. You shall devote sufficient business time and efforts to the performance of your assigned duties for the Company.
  - d. You shall be allowed to continue to engage in all businesses that you engage in as of the date of this Offer Letter, including without limitation your continued service on the Board, so long as such activities do not create an actual or reasonably foreseeable potential conflict of interest with, or materially interfere with the performance of, your duties hereunder, in each case as determined in the reasonable judgment of the Board.
3. **Term:**
  - a. You shall serve as the Interim CEO from the Start Date until the earlier of (i) the date that a permanent (non-interim) Chief Executive Officer commences employment; (ii) the date which is six months from the Start Date; (iii) the date that you resign from your employment with the Company for any reason; and (iv) the date the Company terminates your employment for any

reason (such period, the “Initial Term”). Notwithstanding the foregoing, if the Initial Term ends prior to the six month anniversary of the Start Date for any reason other than (x) a termination of your employment by the Company for Cause (as defined below) or (y) your resignation from employment with the Company other than for Good Reason (as defined below), you will be entitled to receive continued payments of cash compensation pursuant to Section 4 below through the end of such six month period (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). The Initial Term may be extended on a month-to-month basis by mutual agreement (including with respect to compensation for services provided during any such extended term) of you and the Company (the Initial Term and any such extended term, the “Term”).

- b. For purposes of this Offer Letter, the term “Cause” shall mean the occurrence of any of the following with respect to you: (i) willful or grossly negligent failure to perform duties and obligations hereunder in any material respect, other than any such failure resulting from a disability; (ii) conviction of a crime or offense involving the property of the Company or any of its affiliates, or any crime or offense constituting a felony or involving fraud or moral turpitude; provided that, in the event of an arrest or indictment for a crime or offense related to any of the foregoing, then the Company may, at its option, place you on paid leave of absence, pending the final outcome of such arrest or indictment; (iii) conviction of violating any law, which violation is materially and demonstrably injurious to the operations or reputation of the Company and its affiliates; or (iv) material violation of any generally recognized policy of the Company or a refusal to follow the lawful directions of the Board; provided, that with respect to items (i) and (iv), any such action will constitute “Cause” only if, to the extent that the breach is capable of remedy, (A) the Board notifies you of any action of yours that constitutes Cause, which notice specifies in reasonable detail the alleged facts and specific action which the Board deems are a basis for a termination for Cause and (B) you fail to remedy such action within 30 days following the receipt of such notice.
- c. For purposes of this Offer Letter, “Good Reason” shall mean the occurrence of any of the following without your express written consent: (i) a reduction of your title or a material reduction by the Company in the degree of your responsibility and authority; (ii) a reduction in your Base Pay or Success Bonus (each as defined below) opportunity; (iii) a change in your reporting obligations that results in you no longer reporting to the Board; (iv) a requirement by the Company to relocate more than 50 miles from the original location at which you perform your duties; or (v) a material breach by the Company of this Offer Letter or any other agreement between you and the Company; provided, that any of the foregoing events shall constitute “Good Reason” only if (A) you notify the Board of any action that constitutes an event of Good Reason within 30 days of the occurrence thereof, which notice specifies in reasonable detail the alleged facts and specific action which you deem are a basis for a termination for an event of Good Reason; (B) the Company fails to remedy such action within 30 days following the receipt of such notice; and (C) you actually resign your employment within 90 days following the initial occurrence of the purported event triggering Good Reason.

4. **Ongoing Cash Compensation:** During the Initial Term, you will be paid cash compensation at the rate of \$125,000 per month (the “Base Pay”), payable in accordance with Company’s normal payroll practices and procedures.
5. **Success Bonus:** You will be eligible to receive a cash bonus of up to \$200,000 (the “Success Bonus”) based on the achievement of certain milestones during the Initial Term. The applicable milestones will be established by the Compensation Committee of the Board in its sole, good faith discretion and will be communicated to you under separate cover within 30 days following the Start Date. Such milestones may include, without limitation, the commencement of a full-time Chief Executive Officer and/or Chief Financial Officer and the filing of the Company’s Form 10-K for fiscal year 2022 and its Form 10-Qs for the first, second, and third quarters of 2023 prior to any extension deadline granted by the Nasdaq Hearings Panel. The Compensation Committee of the Board will use its good faith discretion in making all determinations relating to the Success Bonus (including as to the level of milestone achievement and whether a portion of the Success Bonus may be payable in the event of partial achievement), and such determinations will be binding and final. To the extent the Success Bonus becomes payable to you, it will be paid within 30 days following the end of the Initial Term.
6. **Benefit Plan Participation:** During the Term, you will be eligible to participate in the Company’s health and welfare benefit programs that are available to other executive officers consistent with such programs’ terms and conditions (as in effect from time to time).
7. **Expense Reimbursement:**
  - a. The Company shall reimburse you for all reasonable travel expenses associated with your travel in the performance of your duties as Interim CEO, subject in each case to the Company’s expense reimbursement policies in effect from time to time.
  - b. The Company shall reimburse you for your reasonable legal fees, incurred in connection with your consideration of whether to accept the offer to serve as Interim CEO, including the review of this Offer Letter, and all related documents, not to exceed \$10,000.
8. **Representations:** By accepting this offer, you (i) represent and warrant that you are not a party to or bound by any employment or services agreement, confidentiality agreement, noncompetition agreement, other restrictive covenant, fiduciary obligation, order, judgment or other obligation or agreement that would or could prohibit or restrict you from executing this offer, being employed by the Company or from performing any of your duties hereunder and (ii) unconditionally agree not to use in connection with your employment with the Company any confidential or proprietary information which you have acquired in connection with any former employment or reveal or disclose to the Company or any of employees, agents, representatives or vendors of the Company, any confidential or proprietary information that you have acquired in connection with any former employment. You represent that you are accepting the Company’s offer in good faith, and that you understand that the Company will rely on your acceptance. The Company agrees that Article TENTH, Section 2 of the Company’s Fifth Amended and Restated Certificate of Incorporation, as amended, applies to you in connection with your employment with the Company pursuant to this Offer Letter.

9. **Governing Law; Forum:** This offer letter shall in all respects be governed by and construed in accordance with the laws of the State of Delaware, not including the choice-of-law rules thereof. You and the Company consent to the exclusive and sole jurisdiction and venue of the state and federal courts located in Delaware for the litigation of disputes not subject to arbitration and waive any claims of improper venue, lack of personal jurisdiction, or lack of subject matter jurisdiction as to any such disputes.
10. **Withholdings:** All payments provided for herein in your capacity as Interim CEO shall be reduced by any amounts required to be withheld from time to time under applicable federal, state or local income or employment tax law or similar statutes or other provisions of law then in effect.
11. **Section 409A:** This Offer Letter shall be interpreted in accordance with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and any Treasury Regulations or other Department of Treasury guidance issued thereunder (“Section 409A”). If required by Section 409A, no payment or benefit constituting nonqualified deferred compensation that would otherwise be payable or commence upon the termination of employment shall be paid or shall commence unless and until you have had a “separation from service” within the meaning of Section 409A as determined in accordance with Section 1.409A-1(h) of the Treasury Regulations. For purposes of Section 409A, each of the payments that may be made hereunder is designated as a separate payment. If you are deemed on the date of termination to be a “specified employee” within the meaning of the term under Section 409A, then with regard to any payment or the provision of any benefit under any agreement that is considered nonqualified deferred compensation under Section 409A payable on account of a “separation from service,” such payment or benefit shall be made or provided on the first business day following the earlier of (A) the expiration of the six (6)-month period measured from the date of such “separation from service,” and (B) the date of your death (the “Delay Period”). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this paragraph (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to you in a lump sum (without interest) on the first business day following the Delay Period, and any remaining payments and benefits due under this Offer Letter shall be paid or provided in accordance with the normal payment dates specified for them herein. You agree to negotiate with the Company in good faith to make amendments to this Offer Letter as you and the Company mutually agree, reasonably and in good faith, are necessary or desirable to avoid the possible imposition of taxes or penalties under Section 409A, while preserving any affected benefit or payment to the extent reasonably practicable without materially increasing the cost to the Company. Notwithstanding the foregoing, you shall be solely responsible and liable for the satisfaction of all taxes, interest and penalties that may be imposed on you or for your account in connection with any payment or benefit under this Offer Letter (including any taxes, interest and penalties under Section 409A), and the Company shall have no obligation to indemnify or otherwise hold you (or any beneficiary successor or assign) harmless from any or all such taxes, interest or penalties.

12. **Entire Agreement:** This Offer Letter supersedes all prior and contemporaneous oral or written, express or implied understandings or agreements regarding your employment with the Company, and contains the entire agreement between you and the Company regarding your employment with the Company. The terms set forth in this letter may not be modified, except in writing signed by an authorized representative of the Company, which expressly states the intention of the Company to modify the terms of this Offer Letter
13. **Assignment; Binding Effect:** You understand that you have been selected for employment by the Company on the basis of your personal qualifications, experience, and skills. You agree, therefore, that you cannot assign all or any portion of your performance under this Offer Letter. The Company may assign this Offer Letter to the purchaser of substantially all of the assets of the Company, or to any subsidiary or parent company of the Company. Subject to the preceding two sentences, this Offer Letter shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors, and assigns.
14. **Conditions to Employment:** This offer is contingent upon: (1) your execution of this Offer Letter; (2) you commencing employment as Interim CEO on the Start Date; and (3) you entering into the Company's standard form of confidentiality and intellectual property assignment agreement, as well as completing any other standard onboarding procedures reasonably required by the Company.

[Signature Page Follows]

If you are in agreement and plan to accept this offer, then please sign below and scan and email to [\*\*\*\*\*].

Sincerely,

/s/ Dave B. Stevens

Dave B. Stevens  
Chairperson of the Compensation Committee

ACCEPTANCE:

I have read this letter and agree with the terms and conditions of my employment as set forth above.

Dated: December 6, 2023

Signature: /s/ Dr. Shih-Yin Ho

Dr. Shih-Yin Ho

TRANSFORMING HEALTH, *Insightfully*

December 7, 2023  
Leland Westerfield  
[\*\*\*\*\*]

Dear Lee:

It is my pleasure to offer you the position of Interim Chief Financial Officer ("Interim CFO") of Veradigm Inc. (the "Company"), pursuant to the terms of this letter agreement (the "Offer Letter").

The terms and conditions of your employment with the Company will be as follows and shall, subject to your satisfaction of the "Conditions to Employment" listed below, become effective as of the date on which you countersign this Offer Letter.

1. **Start Date:** Your start date in this position will be January 1, 2024 (the "Start Date").
2. **Position and Duties:**
  - a. As Interim CFO, you shall have such responsibilities, duties, and authorities as are commensurate with the position of Interim CFO, or as are assigned to you by the Interim Chief Executive Officer (or successor thereto). You acknowledge and agree that you will be designated as the Company's "principal financial officer" and "principal accounting officer" for purposes of the Company's financial statements and periodic reports.
  - b. In your role as Interim CFO, you shall fulfill your duties and responsibilities in a diligent, trustworthy, and appropriate manner and in compliance with the policies and practices of the Company (as in effect from time to time) and applicable law. You shall devote your full business time and efforts to the performance of your assigned duties for the Company; provided, however, that you may provide transition services to Clearsense, Inc. ("Prior Employer") for a reasonable period of time following the termination of your employment with the Prior Employer, provided that such transition services do not materially interfere with your employment with the Company.
3. **Term:**
  - a. You shall serve as the Interim CFO from the Start Date until the earlier of (i) the date that a permanent (non-interim) Chief Financial Officer commences employment (with not less than thirty (30) days' prior written notice from the Company to you); (ii) the date which is six months from the Start Date (with not less than thirty (30) days' prior written notice from the Company of its intent to not extend); (iii) the date that you resign from your employment with the Company for any reason; and (iv) the date the Company terminates your employment for any reason (with not less than thirty (30) days' prior written notice from the Company to you, other than in connection with a termination of your employment for Cause (as defined below))

(such period, the “Initial Term”). Notwithstanding the foregoing, if the Initial Term ends prior to the six month anniversary of the Start Date for any reason other than (x) a termination of your employment by the Company for Cause (as defined below) or (y) your resignation from employment with the Company other than for Good Reason (as defined below), you will be entitled to receive continued payments of cash compensation pursuant to Section 4 below through the end of such six month period (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). The Initial Term may be extended by mutual agreement for successive three (3) month terms on the same basis (including with respect to compensation for services provided during any such extended term) of you and the Company (the Initial Term and any such extended term, the “Term”).

- b. For purposes of this Offer Letter, the term “Cause” shall mean the occurrence of any of the following with respect to you: (i) willful or grossly negligent failure to perform duties and obligations hereunder in any material respect, other than any such failure resulting from a disability; (ii) conviction of a crime or offense involving the property of the Company or any of its affiliates, or any crime or offense constituting a felony or involving fraud or moral turpitude; provided that, in the event of an arrest or indictment for a crime or offense related to any of the foregoing, then the Company may, at its option, place you on paid leave of absence, pending the final outcome of such arrest or indictment; (iii) conviction of violating any law, which violation is materially and demonstrably injurious to the operations or reputation of the Company and its affiliates; or (iv) material violation of any generally recognized policy of the Company or a refusal to follow the lawful directions of the Interim Chief Executive Officer or the Board of Directors of the Company (the “Board”); provided, that with respect to items (i) and (iv), any such action will constitute “Cause” only if, to the extent that the breach is capable of remedy, (A) the Board notifies you of any action of yours that constitutes Cause, which notice specifies in reasonable detail the alleged facts and specific action which the Board deems are a basis for a termination for Cause and (B) you fail to remedy such action within 30 days following the receipt of such notice.
- c. For purposes of this Offer Letter, “Good Reason” shall mean the occurrence of any of the following without your express written consent: (i) a reduction of your title or a material reduction by the Company in the degree of your responsibility and authority; (ii) a reduction in your Base Pay or Success Bonus (each as defined below) opportunity; (iii) a requirement by the Company to relocate more than 50 miles from the original location at which you perform your duties (it being understood that you will be expected to spend time in the Raleigh, North Carolina area during the Term, as reasonably required to perform your duties hereunder); or (iv) a material breach by the Company of this Offer Letter; provided, that any of the foregoing events shall constitute “Good Reason” only if (A) you notify the Board of any action that constitutes an event of Good Reason within 30 days of the occurrence thereof, which notice specifies in reasonable detail the alleged facts and specific action which you deem are a basis for a termination for an event of Good Reason; (B) the Company fails to remedy such action within 30 days following the receipt of such notice; and (C) you actually resign your employment within 90 days following the initial occurrence of the purported event triggering Good Reason.



4. **Ongoing Cash Compensation:** During the Initial Term, you will be paid cash compensation at the rate of \$65,625 per month (the “Base Pay”), payable in accordance with Company’s normal payroll practices and procedures.
5. **Success Bonus:** You will be eligible to receive a cash bonus of up to \$200,000 (the “Success Bonus”) based on the achievement of certain milestones during the Initial Term. The applicable milestones will be established by the Compensation Committee of the Board in its sole, good faith discretion and will be communicated to you under separate cover within 30 days following the Start Date, provided that it is anticipated that 50% of the Success Bonus will be based on achieving the filing of the Company’s Form 10-K for fiscal year 2022 and its Form 10-Qs for the first, second, and third quarters of 2023 prior to any extension deadline granted by the Nasdaq Hearings Panel. The Compensation Committee of the Board will use its good faith discretion in making all determinations relating to the Success Bonus (including as to the level of milestone achievement and whether a portion of the Success Bonus may be payable in the event of partial achievement), and such determinations will be binding and final. To the extent the Success Bonus becomes payable to you, it will be paid within 30 days following the end of the Initial Term.
6. **Benefit Plan Participation:** During the Term, you will be eligible to participate in the Company’s health and welfare benefit programs that are available to other executive officers consistent with such programs’ terms and conditions (as in effect from time to time).
7. **Expense Reimbursement:**
  - a. The Company shall reimburse you for all reasonable travel expenses associated with your travel in the performance of your duties as Interim CFO, subject in each case to the Company’s expense reimbursement policies in effect from time to time.
  - b. The Company shall reimburse you for your reasonable legal fees, incurred in connection with your consideration of whether to accept the offer to serve as Interim CFO, including the review of this Offer Letter, and all related documents, not to exceed \$10,000.
8. **Representations:** By accepting this offer, you (i) represent and warrant that you are not a party to or bound by any employment or services agreement, confidentiality agreement, noncompetition agreement, other restrictive covenant, fiduciary obligation, order, judgment or other obligation or agreement that would or could prohibit or restrict you from executing this offer (except from your obligation not to solicit employees or clients from the Prior Employer or as otherwise disclosed to the Company), being employed by the Company or from performing any of your duties hereunder and (ii) unconditionally agree not to use in connection with your employment with the Company

any confidential or proprietary information which you have acquired in connection with any former employment or reveal or disclose to the Company or any of employees, agents, representatives or vendors of the Company, any confidential or proprietary information that you have acquired in connection with any former employment. You represent that you are accepting the Company's offer in good faith, and that you understand that the Company will rely on your acceptance. The Company agrees that Article TENTH, Section 2 of the Company's Fifth Amended and Restated Certificate of Incorporation, as amended, applies to you in connection with your employment with the Company pursuant to this Offer Letter.

9. **Governing Law; Forum:** This offer letter shall in all respects be governed by and construed in accordance with the laws of the State of Delaware, not including the choice-of-law rules thereof. You and the Company consent to the exclusive and sole jurisdiction and venue of the state and federal courts located in Delaware for the litigation of disputes not subject to arbitration and waive any claims of improper venue, lack of personal jurisdiction, or lack of subject matter jurisdiction as to any such disputes.
10. **Withholdings:** All payments provided for herein in your capacity as Interim CFO shall be reduced by any amounts required to be withheld from time to time under applicable federal, state or local income or employment tax law or similar statutes or other provisions of law then in effect.
11. **Section 409A:** This Offer Letter shall be interpreted in accordance with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations or other Department of Treasury guidance issued thereunder ("Section 409A"). If required by Section 409A, no payment or benefit constituting nonqualified deferred compensation that would otherwise be payable or commence upon the termination of employment shall be paid or shall commence unless and until you have had a "separation from service" within the meaning of Section 409A as determined in accordance with Section 1.409A-1(h) of the Treasury Regulations. For purposes of Section 409A, each of the payments that may be made hereunder is designated as a separate payment. If you are deemed on the date of termination to be a "specified employee" within the meaning of the term under Section 409A, then with regard to any payment or the provision of any benefit under any agreement that is considered nonqualified deferred compensation under Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided on the first business day following the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service," and (B) the date of your death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this paragraph (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to you in a lump sum (without interest) on the first business day following the Delay Period, and any remaining payments and benefits due under this Offer Letter shall be paid or provided in accordance with the normal payment dates specified for them herein. You agree to negotiate with the Company in good faith to make amendments to this Offer Letter as you and the Company mutually agree, reasonably and in good faith, are necessary or desirable to avoid the

possible imposition of taxes or penalties under Section 409A, while preserving any affected benefit or payment to the extent reasonably practicable without materially increasing the cost to the Company. Notwithstanding the foregoing, you shall be solely responsible and liable for the satisfaction of all taxes, interest and penalties that may be imposed on you or for your account in connection with any payment or benefit under this Offer Letter (including any taxes, interest and penalties under Section 409A), and the Company shall have no obligation to indemnify or otherwise hold you (or any beneficiary successor or assign) harmless from any or all such taxes, interest or penalties.

12. **Entire Agreement:** This Offer Letter supersedes all prior and contemporaneous oral or written, express or implied understandings or agreements regarding your employment with the Company, and contains the entire agreement between you and the Company regarding your employment with the Company. The terms set forth in this letter may not be modified, except in writing signed by an authorized representative of the Company, which expressly states the intention of the Company to modify the terms of this Offer Letter
13. **Assignment; Binding Effect:** You understand that you have been selected for employment by the Company on the basis of your personal qualifications, experience, and skills. You agree, therefore, that you cannot assign all or any portion of your performance under this Offer Letter. The Company may assign this Offer Letter to the purchaser of substantially all of the assets of the Company, or to any subsidiary or parent company of the Company. Subject to the preceding two sentences, this Offer Letter shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors, and assigns.
14. **Conditions to Employment:** This offer is contingent upon: (1) your execution of this Offer Letter; (2) you commencing employment as Interim CFO on the Start Date; and (3) you entering into the Company's standard form of confidentiality, restrictive covenant, and intellectual property assignment agreement, as well as completing any other standard onboarding procedures reasonably required by the Company.

[Signature Page Follows]

If you are in agreement and plan to accept this offer, then please sign below and scan and email to [\*\*\*\*\*].

Sincerely,

/s/ Dave B. Stevens

Dave B. Stevens

Chairperson of the Compensation Committee

ACCEPTANCE:

I have read this letter and agree with the terms and conditions of my employment as set forth above.

Dated: December 7, 2023

Signature: /s/ Leland Westerfield

Leland Westerfield

**CONSULTING AGREEMENT**

Veradigm Inc. (formerly known as Allscripts Healthcare Solutions, Inc.) (“Company”) and Leland Westerfield, sole and managing member of Wilcox Capital LLC (“Contractor”) hereby enter into this Consulting Agreement (“Agreement”) effective as of December 7, 2023 (“Effective Date”) for good and valuable consideration and mutually agree as follows:

1. Consulting Period. Subject to the terms of this Agreement, Contractor shall provide Consulting Services (as defined in Section 2 below) to Company as an independent contractor from the Effective Date until January 1, 2024 (the “Consulting Period”).

2. Consulting Services. During the Consulting Period, Contractor will serve as Company’s interim Chief Financial Officer and be designated as the Company’s “principal financial officer” and “principal accounting officer” for purposes of Company’s financial statements and periodic reports and other filings with the U.S. Securities and Exchange Commission (collectively, the “Consulting Services”). During the Consulting Period, Contractor will report directly to Company’s Interim Chief Executive Officer or such other person to be designated by the Board in its sole discretion. Contractor shall perform all Consulting Services diligently, in the best interests of Company and to the best of Contractor’s professional ability and judgment.

3. Consulting Fee. Company will pay Contractor a consulting fee of \$50,500 in respect of the Consulting Period (the “Consulting Fee”). The Consulting Fee will be paid within 30 days following the completion of the Consulting Period.

4. Termination. Company may immediately terminate this Agreement and the Consulting Period if Contractor breaches this Agreement or engages in any conduct that Contractor knows or should know will or could harm the business or reputation of Company.

5. Acknowledgement and Indemnification.

(a) Contractor acknowledges and agrees that he is and shall be solely responsible for withholding or paying any and all applicable federal, state, local, and other taxes relating to the Consulting Fee or other amounts or rights granted to Contractor under this Agreement and he shall not be treated as an employee of Company for federal tax purposes or any other purpose.

(b) Contractor acknowledges and agrees that (i) Contractor is performing Consulting Services for Company solely as an independent contractor, will not be considered a Company employee for any purpose, and he hereby waives participation in and shall not receive any employee benefits; and (ii) Contractor will not be eligible under this Agreement or otherwise to participate in or receive any fringe or other benefits offered, or which may in the future be offered, by Company or any of its affiliates, including, without limitation, any group medical or life insurance coverage, any 401(k) or other pension program, any disability, profit sharing or retirement benefits, and any vacation leave, holiday, or sick pay entitlements.

(c) Contractor shall further bear sole responsibility for maintaining any and all required insurance policies including, without limitation, unemployment insurance, disability insurance, and workers’ compensation insurance, and shall be solely responsible for making any and all required contributions or other payments required in connection with such policies.

(d) Contractor further agrees to indemnify, defend, and hold harmless Company and the other Indemnified Parties (as defined below) for and against any and all federal, state, local, or other tax liability (including without limitation, liability for back withholding, penalties, interest, and attorneys’ fees) incurred by any of the Indemnified Parties relating in any way to the Consulting Fee or other rights granted under this Agreement. The term “Indemnified Parties” as used in this Agreement includes: (i) Company and its past, present, and future affiliates, partnerships and other related entities (whether or not wholly owned); (ii) each of their respective past, present, and future owners, trustees, fiduciaries, administrators, shareholders, directors, officers, partners, associates, agents, representatives, employees, and attorneys; and (iii) the predecessors, successors, and assigns of each of the foregoing.

(e) Company agrees that Article Tenth Section 2 of Company's Fifth Amended and Restated Certificate of Incorporation, as amended, applies to Contractor in connection with his provision of the Consulting Services hereunder.

6. Company Confidential Information Agreement. As a condition of Contractor's engagement hereunder, Contractor agrees to execute and comply with Company's Inventions, Arbitration and Restrictive Covenant Agreement (the "IARCA"), which is attached hereto as Attachment 1.

7. Return of Property. In the event of a termination of the Consulting Period pursuant to Section 4, Contractor shall immediately return all property of Company and its clients.

8. Assignment. Company may assign this Agreement to any parent, affiliate, or subsidiary of Company or any entity which at any time, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets, stock or business of Company. Contractor may not assign any of his rights or obligations under this Agreement and Contractor shall not delegate or subcontract any obligations under this Agreement to any contractors, subcontractors or agents without Company's prior written consent. To the extent such approval is granted by Company and such other persons provide Consulting Services to Company hereunder, Contractor shall be responsible for the actions of such persons and liable to Company for losses attributed to such persons' actions in connection with the Consulting Services. Any assignment in violation of the foregoing shall be deemed null and void.

9. Entire Agreement. This Agreement and the IARCA embody the entire agreement and understanding of the parties hereto with regard to the matters described herein and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between said parties regarding such matters, provided that nothing herein shall limit or release Contractor from any obligations relating non-disclosure, intellectual property, non-competition, or non-solicitation that Contractor has to Company or any of its affiliates.

10. Governing Law, Headings, Amendment and Waiver. This Agreement shall be governed by Illinois law. The Section headings used herein are for convenience only and are not to be considered in interpreting this Agreement. This Agreement may be modified only in writing signed by both parties, and a party's failure to enforce this Agreement in the event of one or more events which violate it shall not be a waiver of any right to enforce this Agreement against subsequent violations.

11. Severability. The provisions of this Agreement are severable if a court of competent jurisdiction finds any of them unenforceable.

**THE PARTIES STATE BY SIGNING BELOW THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS AGREEMENT AND INTEND TO BE BOUND THERETO:**

**LELAND WESTERFIELD**  
**Wilcox Capital LLC**

/s/ Leland Westerfield

**Date:** December 7, 2023

**VERADIGM INC.**

**By:** /s/ Dave B. Stevens

**Title:** Chairman Compensation Committee

**Date:** December 7, 2023

## SEPARATION AGREEMENT

This Separation Agreement (this “**Agreement**”) is effective as of the 6th day of December, 2023 (the “**Effective Date**”), by and between Richard Poulton (“**Executive**”) and Veradigm Inc. (formerly known as Allscripts Healthcare Solutions, Inc. (“**Allscripts**”)), a corporation organized and existing under the laws of the State of Delaware (“**Company**”). Terms used in this Agreement but not specifically defined herein shall have the same meaning as in the Employment Agreement (defined below).

WHEREAS, Allscripts and Executive entered into an Employment Agreement effective October 29, 2012 and amended on July 31, 2020 (as amended, the “**Employment Agreement**”); and

WHEREAS, Company and Executive desire to set forth the terms of Executive’s termination of employment, severance benefits, and other matters related thereto.

NOW, THEREFORE, in consideration of the foregoing premises, of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Termination Date. As of the close of business on December 6, 2023 (the “**Termination Date**”), Executive’s employment with, and service as an officer and member of the Board of Directors (and any committees thereof) of Company is terminated. As of the Termination Date, Executive irrevocably resigns from all other positions he has with, and boards of directors (and any committees thereof) of, Company and any subsidiaries and affiliated companies of Company.
2. Final Pay. Regardless of whether Executive executes this Agreement, Company will provide Executive with any Base Salary and for his vacation time that has accrued but is unpaid or unused as of the Termination Date on the first regularly scheduled Company pay date following the Termination Date. Company will reimburse Executive for all expenses incurred by Executive prior to the Termination Date that are reimbursable pursuant to Section 3.4 of the Employment Agreement. Executive agrees to provide documentation for all such expenses within twenty-one (21) days of the Termination Date. Any requests submitted thereafter shall not be eligible for reimbursement, except as required by applicable law.
3. Severance Pay and Benefits. Subject to the terms of this Agreement and provided that Executive signs and returns this Agreement to Company by December 6, 2023 and complies with this Agreement:
  - a. Company will pay Executive a gross amount equal to \$1,600,000 (less withholdings and deductions), payable in substantially equal installments over a 24-month period following the Termination Date, which Executive acknowledges is equal to 24 months of Base Salary (as in effect immediately prior to the Termination Date);

- b. Subject to Executive's timely election of COBRA continuation coverage, Company will permit Executive to continue Executive's current enrollment (including family enrollment, if applicable) in Company health and/or dental insurance benefit plans made available to similarly situated employees for a period of 24 months following the Termination Date, with Executive's contribution to such plans as if Executive were still employed by Company, in accordance with and subject to the terms of Section 4.5.1(ii) of the Employment Agreement;
- c. Subject to the terms of Company's Amended and Restated 2019 Stock Incentive Plan and the applicable award agreements, Executive will vest with respect to each Company restricted stock unit ("**RSU**") held by Executive as of the date of this Agreement that is subject solely to time-based vesting conditions and that is scheduled to vest during the 2024 calendar year (including, without limitation, the performance-based RSUs granted March 2, 2021 that performance vested based on 2021 free cash flow and that are currently subject only to time-based vesting), which the parties agree is equal to a total of 264,947 RSUs (the "**Designated RSUs**"), and each Designated RSU will be settled in a share of Company common stock within 60 days following the Termination Date;
- d. Company will reimburse Executive for his attorney's fees in an amount not to exceed \$10,000 in connection with review and negotiation of this Agreement, which reimbursement shall be paid within thirty (30) days after a written invoice is submitted to Company, provided that such invoice is submitted within fourteen (14) days of the Termination Date and further provided that Executive is in full compliance with the terms and conditions of this Agreement at the time for such reimbursement; and
- e. Company will make donations in Company's name that fulfill the pledges made by Executive to the following organizations: (i) \$250,000 to the American Heart Association; (ii) \$100,000 to JDRF; and (iii) \$150,000 to the Lincoln Park Zoo.

Executive acknowledges and agrees that: (x) the severance and other benefits described in this Section 3 are in lieu of and in excess of, and not in addition to, the severance benefits specified in Section 4.5 of the Employment Agreement; (y) all such amounts and benefits are in excess of anything to which Executive otherwise would be entitled without executing this Agreement; and (z) such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by Company or any of the other Released Parties (as defined below). For the avoidance of doubt, under no circumstances shall Executive receive severance benefits under both this Section 3 and the Employment Agreement.

4. Release.

- a. Released Parties. The term "**Released Parties**" as used in this Agreement includes: (a) Company and its past and present parents, divisions, subsidiaries, partnerships, affiliates, and other related entities (whether or not they are wholly owned); and (b) the past, present, and future owners, trustees, fiduciaries, administrators, stockholders, directors, officers, partners, agents, representatives, members, associates, employees, and attorneys of each entity listed in subpart (a) above; and (c) the predecessors, successors, and assigns of each entity listed in subparts (a) and (b) above, and the heirs, administrators and executors of any person listed in subpart (b) above.



- b. **Release of All Claims.** Executive, and anyone claiming through Executive or on Executive's behalf, hereby waives and releases Company and the other Released Parties with respect to any and all claims, whether currently known or unknown, that Executive now has or has ever had against Company or any of the other Released Parties arising from or related to any act, omission, or thing occurring or existing at any time prior to or on the date on which Executive signs this Agreement. Without limiting the generality of the foregoing, the claims waived and released by Executive hereunder include, but are not limited to:
- i. all claims arising out of or related in any way to Executive's employment or service as a director, compensation, other terms and conditions of employment, or termination from employment with Company, including without limitation all claims for any compensation payments, bonus, severance pay, equity, or any other compensation or benefit, and all claims arising under the Employment Agreement;
  - ii. all claims that were or could have been asserted by Executive or on his behalf: (i) in any federal, state, or local court, commission, or agency; or (ii) under any common law theory (including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel, unjust enrichment, and any other contract, tort or other common law claim of any kind); and
  - iii. all claims that were or could have been asserted by Executive or on his behalf under: any federal, state, local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law, including without limitation under any of the following laws, as amended from time to time: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981 & 1981a, the Americans with Disabilities Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the Fair Credit Reporting Act, the Illinois Human Rights Act, the Illinois Equal Pay Act, and the Chicago and Cook County Human Rights Ordinances.

Notwithstanding the foregoing, nothing in this Agreement shall waive or release: (v) any claim that cannot be waived or released by law; (w) any claim to enforce this Agreement; (x) any claim for any vested benefits to which Executive is otherwise entitled pursuant to the terms and conditions of any of applicable benefit plans; (y) any claim for workers' compensation or unemployment insurance benefits; or (z) any claim, if any, to indemnification under any applicable law, any Company by-laws, or any director and officer insurance, it being understood and agreed that this Agreement does not create or expand upon any such rights (if any) to indemnification.

5. No Other Actions of Claims. Executive represents and warrants that: (a) Executive is the sole owner of the claims that are released in Section 4 above; (b) none of these claims has been transferred or assigned or caused to be transferred or assigned to any other person, firm or other legal entity; and (c) Executive has the full right and power to grant, execute, and deliver the releases, undertakings, and agreements contained in this Agreement.
6. No Other Payments or Benefits. Except as expressly provided in this Agreement, Executive acknowledges and agrees that he is not entitled to and will not receive any other compensation, payments, benefits, or recovery of any kind from Company or the other Released Parties, including without limitation any bonus, severance, equity or other payments or any amounts under the Employment Agreement or any other agreement with Company or Allscripts. Executive acknowledges and agrees that, other than the Designated RSUs, each Company equity-based award held by Executive that is unvested as of the Termination Date (including, without limitation, each award of RSUs subject to time-based or performance-based vesting conditions, but not including the Designated RSUs) shall be automatically forfeited without consideration upon Executive's termination of employment with Company. Executive hereby promises and agrees not to sue or bring any other proceeding (including any arbitration) against any Released Party for any claim waived and released in Section 4 above. In the event of any complaint, charge, proceeding or other claim (collectively, "**Claims**") filed with any court, other tribunal, or governmental or regulatory entity that involves or is based upon any claim waived and released by Executive in Section 4 above, Executive hereby waives and agrees not to accept any money or other personal relief on account of any such Claims for any actual or alleged personal injury or damages to Executive, including without limitation any costs, expenses or attorneys' fees incurred by or on behalf of Executive (provided, however, that this Agreement does not limit Executive's eligibility to receive an award under applicable law, if any, for providing truthful information to a governmental agency or regulatory entity).
7. Non-Interference. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall prohibit Executive from confidentially or otherwise (without informing Company or its affiliates) communicating or filing a charge or complaint with, participating in an investigation or proceeding by, or giving truthful testimony or statements to a federal, state, local or other governmental agency or regulatory entity (including self-regulatory), or if properly subpoenaed or otherwise required to do so under applicable law (including any regulation or legal process); requesting or receiving confidential legal advice (at Executive's own expense); or exercising any protected right to communicate about lawfully acquired compensation information or other working conditions.

8. Continuing Obligations. The Employment Agreement is hereby terminated, null and void, except that Sections 5 and 7 of the Employment Agreement shall continue in full force and effect in accordance with their respective terms and Executive hereby reaffirms his commitment to comply with all such obligations, as well as any non-solicitation, non-interference, non-competition, non-disclosure or other restrictive covenant obligations set forth in any equity award agreement between Company and Executive (collectively, the “**Continuing Obligations**”), except as otherwise provided in Section 7 above and as amended in the following sentence of this Section 8. Notwithstanding the forgoing, the following terms in any of Executive’s Continuing Obligations shall be replaced in their entirety with the following: “‘Compete’ means directly or indirectly, for Executive’s own benefit or for the benefit of others, render services for a Competing Organization that develops, sells, licenses or otherwise provides Competing Products or Services anywhere within the Restricted Territory”; ‘Competing Products or Services’ means products, processes, or services of any person or organization other than Veradigm, 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 Veradigm in existence as of December 6, 2023, or under development as of December 6, 2023 and sold or provided within the twelve (12) month period thereafter”; and the period of any Non-Competition obligation under any Continuing Obligation with an original term in excess of eighteen (18) months shall run for eighteen (18) months following the Termination Date.
9. Cooperation. Following the Termination Date, and except as otherwise provided in Section 7 above, Executive shall cooperate fully with Company and the other Released Parties in transitioning his responsibilities as requested by Company, and shall cooperate fully in any administrative, investigative, litigation or other legal matter(s) that may arise or have arisen involving Company or any of the other Released Parties and which in any way relate to or involve Executive’s employment with Company. Executive’s obligation to cooperate hereunder shall include, without limitation, meeting and conferring with such persons at such times and in such places as Company and the other Released Parties may reasonably require, and giving truthful evidence and truthful testimony and executing and delivering to Company and any of the other Released Parties any truthful papers, electronic data, and other information (whether in hard copy, electronic, or other format) reasonably requested by any of them, provided that such cooperation does not materially and unreasonably interfere with Executive’s employment or other professional obligations following the Termination Date. Executive shall be reimbursed for reasonable out-of-pocket expenses that Executive incurs in rendering cooperation after the Termination Date pursuant to this Section 9, subject to applicable law.
10. Waiver of Any Re-Employment Right. Executive waives all interest in and right to reinstatement or re-employment with Company and any of its affiliates and agrees that any application for re-employment may be rejected without explanation or liability pursuant to this provision.
11. Acknowledgements. Executive acknowledges, understands, and agrees that: (a) Executive has read and understands the terms and effect of this Agreement; (b) Executive releases and waives claims through the date he signs this Agreement; (c) Executive agrees to all provisions of this Agreement knowingly and voluntarily, in exchange for consideration in addition to anything of value to which Executive already is entitled; and (d) Executive hereby is and has been advised to have his attorney or other representative (chosen by Executive and at his cost) review this Agreement before signing it.

12. Miscellaneous.

- a. Binding Effect. This Agreement shall be binding upon each of the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors and assigns.
- b. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to the conflict of law provisions of any jurisdiction.
- c. Scope of Agreement. This Agreement and, as indicated, the Employment Agreement and the Continuing Obligations, reflect the entire agreement between Executive and Company with respect to the terms and conditions of Executive's employment relationship with Company and the termination of such employment relationship and, except as specifically provided herein, supersede all prior agreements and understandings, written or oral relating to the subject matter hereof.
- d. Notices. Any notice, request, or other communication required or permitted to be given hereunder shall be made to the following addresses or to any other address designated by either of the parties hereto by notice similarly given: (a) if to Company, to 222 W Merchandise Mart Plaza #2024, Chicago, IL 60654; and (b) if to Executive, to the mailing and email addresses on file in Company's records. All such notices, requests, or other communications shall be sufficient if made in writing by email to Company's General Counsel and Chairperson of the Board of Directors or Executive's email address on file with Company, in each case with confirmation of sending, and one of the following: (i) by personal delivery to the party entitled thereto, (ii) by certified mail, return receipt requested, or (iii) by express courier service, and shall be effective upon personal delivery, upon confirmation of receipt of sending of email transmission, upon the fourth calendar day after mailing by certified mail, or upon the second calendar day after sending by express courier service.
- e. Waiver of Breach. The waiver by either party to this Agreement of a breach of any provision of this Agreement shall not operate as or be deemed a waiver of any breach of any other provision or any subsequent breach by such party. Continuation of benefits hereunder by Company following a breach by Executive of any provision of this Agreement shall not preclude Company from thereafter exercising any right that it may otherwise independently have to terminate said benefits based upon the same violation.
- f. Amendment. This Agreement may not be modified or amended except by a writing signed by Executive and an authorized member of the Board of Directors or other authorized signatory of Company.

- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- h. Terms and Construction. Each party has cooperated in the drafting and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
- i. Admissions. Nothing in this Agreement is intended to be, or will be deemed to be, an admission of liability by Executive or Company to each other, or an admission that they or any of their agents, affiliates, or employees have violated any state, federal or local statute, regulation or ordinance or any principle of common law of any jurisdiction, or that they have engaged in any wrongdoing towards each other.
- j. Withholding. Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to applicable laws or regulations.
- k. Section 409A of the Code. Executive expressly acknowledges and agrees that Section 7.14 of the Employment Agreement remains in full force and effect and shall apply to this Agreement. Executive acknowledges and agrees that he is a “specified employee” of Company and its affiliates (as defined in Treasury Regulation Section 1.409A-1(i)), as of the Termination Date and, therefore, will be subject to a delay in payment until the expiration of the six (6) month period following the date of Executive’s separation from service from Company (pursuant to Treasury Regulation Section 1.409A-3(i)(2)(ii)) with respect to any payments provided hereunder to the extent such amounts are subject to Section 409A of the Internal Revenue Code of 1986, as amended (“**Section 409A**”). Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A and the regulations thereunder.
- l. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of any other provision. In the event any clause of this Agreement is deemed to be invalid, the parties shall endeavor to modify that clause in a manner which carries out the intent of the parties in executing this Agreement.

[Signature Page On Next Page]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the Effective Date.

VERADIGM INC.

By: /s/ Dave B. Stevens  
Name: Dave B. Stevens  
Title: Chair of the Compensation Committee  
Date: December 6, 2023

EXECUTIVE:

By: /s/ Richard Poulton  
Name: Richard Poulton  
Date: December 6, 2023

*[Signature Page to Separation Agreement]*

## SEPARATION AGREEMENT

This Separation Agreement (this “**Agreement**”) is effective as of the 6th day of December, 2023 (the “**Effective Date**”), by and between Leah Jones (“**Executive**”) and Veradigm Inc. (formerly known as Allscripts Healthcare Solutions, Inc. (“**Allscripts**”)), a corporation organized and existing under the laws of the State of Delaware (“**Company**”).

WHEREAS, Company and Executive desire to set forth the terms of Executive’s termination of employment, severance benefits, and other matters related thereto.

NOW, THEREFORE, in consideration of the foregoing premises, of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Termination Date.** As of the close of business on December 6, 2023 (the “**Termination Date**”), Executive’s employment with and service as an officer of Company is terminated. As of the Termination Date, Executive irrevocably resigns from all other positions she has with Company and any subsidiaries and affiliated companies of Company.
2. **Final Pay.** Regardless of whether Executive executes this Agreement, Company will provide Executive with any Base Salary that has accrued but is unpaid as of the Termination Date on the first regularly scheduled Company pay date following the Termination Date. Company will reimburse Executive for all expenses incurred by Executive prior to the Termination Date that are reimbursable pursuant to the applicable Company policy. Executive agrees to provide documentation for all such expenses within twenty-one (21) days of the Termination Date. Any requests submitted thereafter shall not be eligible for reimbursement, except as required by applicable law.
3. **Separation Benefits.** If Executive signs, dates and returns this Agreement to Company by December 6, 2023 and complies with the terms of this Agreement, Company will provide Executive with the following:
  - (a) Continuation of Executive’s base salary (as in effect immediately prior to the Termination Date) for a period of six (6) months commencing upon Executive’s “separation from service” within the meaning of Section 409A (as defined below), subject to Section 12(j) of this Agreement.
  - (b) Executive shall be entitled to receive payment of the Company portion of premiums for COBRA continuation coverage for Executive and her dependents under applicable Company plans for twelve (12) months following the Termination Date (subject to Executive’s timely election of COBRA continuation coverage).
  - (c) The Company shall provide up to nine (9) months of outplacement services for Executive at an outplacement firm of the Company’s choosing, which Executive may use at any time between the Termination Date and the twelve months following the conclusion of the Consulting Period as defined in the Consulting Agreement (defined below); and

- (d) Company will agree to enter into a consulting arrangement with Executive (with an effective date as of the first business day following the Separation Date) in the form of Consulting Agreement attached hereto as Exhibit A (the “**Consulting Agreement**”).
- (e) Company shall directly pay Davis+Gilbert LLP for Executive’s attorneys’ fees in an amount not to exceed \$10,000 in connection with review and negotiation of this Agreement. Executive shall submit a written invoice for such attorneys’ fees within fourteen (14) days of the Termination Date and Company shall pay Davis+Gilbert LLP in accordance with this Section 3(e) within thirty (30) days after its receipt of such invoice, provided that Executive has provided to Company a Form W-9 and any other form reasonably requested to initiate such payment.

Executive acknowledges and agrees that (i) the severance and other benefits described in this Section 3 are in lieu of and in excess of anything to which Executive otherwise would be entitled without executing this Agreement and such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by Company or any of the other Released Parties, and (ii) as of immediately prior to the Termination Date, Executive is not considered a participant in the Allscripts Healthcare Solutions, Inc. Severance Plan, as amended October 1, 2014 and would not otherwise be entitled to receive any severance benefits thereunder in connection with the termination of Executive’s employment.

4. Release.

- a. Released Parties. The term “**Released Parties**” as used in this Agreement includes: (a) Company and its past and present parents, divisions, subsidiaries, partnerships, affiliates, and other related entities (whether or not they are wholly owned); and (b) the past, present, and future owners, trustees, fiduciaries, administrators, stockholders, directors, officers, partners, agents, representatives, members, associates, employees, and attorneys of each entity listed in subpart (a) above; and (c) the predecessors, successors, and assigns of each entity listed in subparts (a) and (b) above, and the heirs, administrators and executors of any person listed in subpart (b) above.
- b. Release of All Claims. Executive, and anyone claiming through Executive or on Executive’s behalf, hereby waives and releases Company and the other Released Parties with respect to any and all claims, whether currently known or unknown, that Executive now has or has ever had against Company or any of the other Released Parties arising from or related to any act, omission, or thing occurring or existing at any time prior to or on the date on which Executive signs this Agreement. Without limiting the generality of the foregoing, the claims waived and released by Executive hereunder include, but are not limited to:
  - i. all claims arising out of or related in any way to Executive’s employment or service as a director, compensation, other terms and conditions of employment, or termination from employment with Company, including without limitation all claims for any compensation payments, bonus, severance pay, equity, or any other compensation or benefit;



- ii. all claims that were or could have been asserted by Executive or on her behalf: (i) in any federal, state, or local court, commission, or agency; or (ii) under any common law theory (including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel, unjust enrichment, and any other contract, tort or other common law claim of any kind); and
- iii. all claims that were or could have been asserted by Executive or on her behalf under: any federal, state, local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law, including without limitation under any of the following laws, as amended from time to time: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981 & 1981a, the Americans with Disabilities Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the Fair Credit Reporting Act, the Illinois Human Rights Act, the Illinois Equal Pay Act, and the Chicago, Cook County Human Rights Ordinances, the Georgia Equal Pay Act, Georgia Prohibition of Age Discrimination in Employment Act, and the Georgia Equal Employment for Persons with Disabilities Code.

Notwithstanding the foregoing, nothing in this Agreement shall waive or release: (u) any claim that cannot be waived or released by law; (v) any claim to enforce this Agreement; (w) any claim for any vested benefits to which Executive is otherwise entitled pursuant to the terms and conditions of any of applicable benefit plans; (x) any claim for workers' compensation or unemployment insurance benefits; (y) any claim relating to any Company equity awards held by Executive, which will continue to be eligible to vest pursuant to the terms of the Consulting Agreement and the applicable award agreements; or (z) any claim, if any, to indemnification under any applicable law, any Company by-laws, or any director and officer insurance, it being understood and agreed that this Agreement does not create or expand upon any such rights (if any) to indemnification.

5. No Other Actions of Claims. Executive represents and warrants that: (a) Executive is the sole owner of the claims that are released in Section 4 above; (b) none of these claims has been transferred or assigned or caused to be transferred or assigned to any other person, firm or other legal entity; and (c) Executive has the full right and power to grant, execute, and deliver the releases, undertakings, and agreements contained in this Agreement.
6. No Other Payments or Benefits. Except as expressly provided in this Agreement or in the Consulting Agreement, Executive acknowledges and agrees that she is not entitled to and will not receive any other compensation, payments, benefits, or recovery of any kind from Company or the other Released Parties, including without limitation any bonus, severance,

equity or other payments or any amounts under any other agreement with Company or Allscripts. Executive hereby promises and agrees not to sue or bring any other proceeding (including any arbitration) against any Released Party for any claim waived and released in Section 4 above. In the event of any complaint, charge, proceeding or other claim (collectively, "**Claims**") filed with any court, other tribunal, or governmental or regulatory entity that involves or is based upon any claim waived and released by Executive in Section 4 above, Executive hereby waives and agrees not to accept any money or other personal relief on account of any such Claims for any actual or alleged personal injury or damages to Executive, including without limitation any costs, expenses or attorneys' fees incurred by or on behalf of Executive (provided, however, that this Agreement does not limit Executive's eligibility to receive an award under applicable law, if any, for providing truthful information to a governmental agency or regulatory entity).

7. Non-Interference. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall prohibit Executive from confidentially or otherwise (without informing Company or its affiliates) communicating or filing a charge or complaint with, participating in an investigation or proceeding by, or giving truthful testimony or statements to a federal, state, local or other governmental agency or regulatory entity (including self-regulatory), or if properly subpoenaed or otherwise required to do so under applicable law (including any regulation or legal process); requesting or receiving confidential legal advice (at Executive's own expense); or exercising any protected right to communicate about lawfully acquired compensation information or other working conditions.
8. Continuing Obligations. Executive acknowledges and reaffirms her continuing obligations owed to Company, including without limitation, pursuant to the applicable award agreement for each equity award granted to Executive and under any other agreement between Executive and Company that contains confidentiality, intellectual or other property, or post-employment competitive activities that Executive has or may have to the Company (the "**Continuing Obligations**"), which obligations shall remain in full force and effect in accordance with their terms following the Termination Date.
9. Cooperation. Following the Termination Date, and except as otherwise provided in Section 7 above, Executive shall cooperate fully with Company and the other Released Parties in transitioning her responsibilities as requested by Company, and shall cooperate fully in any administrative, investigative, litigation or other legal matter(s) that may arise or have arisen involving Company or any of the other Released Parties and which in any way relate to or involve Executive's employment with Company. Executive's obligation to cooperate hereunder shall include, without limitation, meeting and conferring with such persons at such times and in such places as Company and the other Released Parties may reasonably require, and giving truthful evidence and truthful testimony and executing and delivering to Company and any of the other Released Parties any truthful papers, electronic data, and other information (whether in hard copy, electronic, or other format) reasonably requested by any of them, provided that such cooperation does not materially and unreasonably interfere with Executive's employment or other professional obligations following the Termination Date. Executive shall be reimbursed for reasonable out-of-pocket expenses (including reasonable attorney fees' and costs) that Executive incurs in rendering cooperation after the Termination Date pursuant to this Section 9, subject to applicable law.

10. Waiver of Any Re-Employment Right. Notwithstanding Executive's consulting arrangement with the Company pursuant to the Consulting Agreement, Executive waives all interest in and right to reinstatement or re-employment with Company and any of its affiliates and agrees that any application for re-employment may be rejected without explanation or liability pursuant to this provision.
11. Acknowledgements. Executive acknowledges, understands, and agrees that: (a) Executive has read and understands the terms and effect of this Agreement; (b) Executive releases and waives claims through the date she signs this Agreement; (c) Executive agrees to all provisions of this Agreement knowingly and voluntarily, in exchange for consideration in addition to anything of value to which Executive already is entitled; and (d) Executive hereby is and has been advised to have her attorney or other representative (chosen by Executive and at her cost) review this Agreement before signing it.
12. Miscellaneous.
  - a. Binding Effect. This Agreement shall be binding upon each of the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors and assigns.
  - b. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to the conflict of law provisions of any jurisdiction.
  - c. Scope of Agreement. This Agreement, including Exhibit A, and the Continuing Obligations reflect the entire agreement between Executive and Company with respect to the terms and conditions of Executive's employment relationship with Company, the termination of such employment relationship, and Executive's consulting relationship with the Company, and, except as specifically provided herein, supersede all prior agreements and understandings, written or oral relating to the subject matter hereof.
  - d. Notices. Any notice, request, or other communication required or permitted to be given hereunder shall be made to the following addresses or to any other address designated by either of the parties hereto by notice similarly given: (a) if to Company, to 222 W Merchandise Mart Plaza #2024, Chicago, IL 60654; and (b) if to the Executive, to the mailing and email addresses on file in Company's records. All such notices, requests, or other communications shall be sufficient if made in writing by email to Company's General Counsel and Chairperson of the Board of Directors or the Executive's email address on file with Company, in each case with confirmation of sending, and one of the following: (i) by personal delivery to the party entitled thereto, (ii) by certified mail, return receipt requested, or (iii) by express courier service, and shall be effective upon personal delivery, upon confirmation of receipt of sending of email transmission, upon the fourth calendar day after mailing by certified mail, or upon the second calendar day after sending by express courier service.

- e. Waiver of Breach. The waiver by either party to this Agreement of a breach of any provision of this Agreement shall not operate as or be deemed a waiver of any breach of any other provision or any subsequent breach by such party. Continuation of benefits hereunder by Company following a breach by Executive of any provision of this Agreement shall not preclude Company from thereafter exercising any right that it may otherwise independently have to terminate said benefits based upon the same violation.
- f. Amendment. This Agreement may not be modified or amended except by a writing signed by Executive and an authorized member of the Board of Directors or other authorized signatory of Company.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- h. Terms and Construction. Each party has cooperated in the drafting and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
- i. Admissions. Nothing in this Agreement is intended to be, or will be deemed to be, an admission of liability by Executive or Company to each other, or an admission that they or any of their agents, affiliates, or employees have violated any state, federal or local statute, regulation or ordinance or any principle of common law of any jurisdiction, or that they have engaged in any wrongdoing towards each other.
- j. Section 409A of the Code. It is intended that any amounts payable under this Agreement will be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended, and treasury regulations relating thereto (collectively, "**Section 409A**"), so as not to subject Executive to the payment of any interest and tax penalty which may be imposed under Section 409A, and this Agreement shall be interpreted and construed accordingly; provided, however, that Company and the other Released Parties shall not be responsible for any taxes, penalties, interest or other losses or expenses incurred by Executive due to any failure to comply with Section 409A, and Company shall not have any obligation to indemnify or otherwise protect Executive from the obligation to pay any taxes pursuant to Section 409A. The timing of the payments or benefits provided herein may be modified to so comply with Section 409A. All references in this Agreement to Executive's termination of employment shall mean a separation from service

within the meaning of Section 409A, to the extent necessary to be exempt from or comply with Section 409A. Each payment under this Agreement as a result of the separation of Executive's service shall be considered a separate payment for purposes of Section 409A. Executive acknowledges and agrees that she is a "specified employee" of Company and its affiliates (as defined in Treasury Regulation Section 1.409A-1(i)), as of the Termination Date and, therefore, will be subject to a delay in payment until the expiration of the six (6) month period following the date of Executive's separation from service from Company (pursuant to Treasury Regulation Section 1.409A-3(i)(2)(ii)) with respect to any payments provided hereunder to the extent such amounts are subject to Section 409A; provided, however, that any such amounts that would have otherwise been payable during such six (6) month period shall be paid to Executive on the first payroll date following the expiration of such six (6) month period. With regard to any provision herein that provides for reimbursement of expenses or in-kind benefits: (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, and (iii) any expense or other reimbursement payment made pursuant to this Agreement shall be made on or before the last day of the taxable year following the taxable year in which such expense or other payment is incurred.

- k. Withholding. Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to applicable laws or regulations.
- l. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of any other provision. In the event any clause of this Agreement is deemed to be invalid, the parties shall endeavor to modify that clause in a manner which carries out the intent of the parties in executing this Agreement.

*[Signature Page On Next Page]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the Effective Date.

VERADIGM INC.

By: /s/ Dave B. Stevens

Name: Dave B. Stevens

Title: Chair of the Compensation Committee

Date: December 6, 2023

EXECUTIVE:

By: /s/ Leah Jones

Name: Leah Jones

Date: December 6, 2023

*[Signature Page to Separation Agreement]*

## CONSULTING AGREEMENT

Veradigm Inc. (formerly known as Allscripts Healthcare Solutions, Inc.) (“Company”) and Leah Jones (“Contractor”) hereby enter into this Consulting Agreement (“Agreement”) effective as of the 7th day of December, 2023 (“Effective Date”) for good and valuable consideration and mutually agree as follows:

1. Consulting Period. Subject to the terms of this Agreement, Contractor shall provide Consulting Services (as defined in Section 2 below) to Company as an independent contractor for six (6) months following the Effective Date (the “Initial Term”). The Initial Term shall automatically extend for an additional six-month period (the “Extension Term”), unless any party provides written notice of its desire to not renew the Initial Term within thirty (30) days of the expiration date of the Initial Term. The Initial Term and the Extension Term, if any, is the “Consulting Period”. Contractor shall promptly inform the Company’s General Counsel of any other engagements that she performs or enters into for any other entity during the Consulting Period. During the Consulting Period, Contractor shall not perform services for or enter into an engagement with any entity that competes with Company or that could create a conflict of interest for Contractor without Company’s express prior consent.

2. Consulting Services. During the Consulting Period, Contractor will provide consulting services to Company exclusively with respect to the following: subject matter expertise on the electronic health records business, including with respect to new product offerings; strategic planning, including identifying risks and developing risk assessments relating to implementation and migration of next generation electronic health records; M&A activities, including conducting due diligence and analysis on potential target businesses; assessing and developing strategic plans relating to the integration of target businesses into the Company; and performing such other services as Company may request from time to time, provided that such services shall be related to Contractor’s abilities with respect to business development, strategic planning, potential acquisitions and related integrations, and potential divestitures (collectively, the “Consulting Services”). During the Consulting Period, Contractor will report directly to the Company’s Interim Chief Executive Officer or such other person to be designated by the Board in its sole discretion. Contractor shall perform all Consulting Services diligently, in the best interests of Company and to the best of her professional ability and judgment. Contractor shall not enter into any agreement or other obligations on behalf of Company. Contractor acknowledges and agrees that Contractor is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Contractor and Company or any of their affiliates for any purpose.

### 3. Consulting Compensation.

(a) Company will pay Contractor a consulting fee during the Consulting Period at the rate of \$10,000 per week (pro-rated for any partial week during the Consulting Period) (the “Consulting Fee”). The Consulting Fee shall be payable monthly without any deductions or withholdings. Contractor acknowledges and agrees that she is performing Consulting Services for Company solely as an independent contractor, she will not be considered a Company employee for any purpose, and she hereby waives participation in and shall not receive any employee benefits.

(b) Each of Contractor’s outstanding equity compensation awards granted under any of Company’s long-term equity incentive plans (the “Equity Awards”) will remain outstanding and will continue to vest during the Consulting Period in accordance with the terms of the applicable award agreements, and for purposes of such awards Contractor shall be deemed to have terminated her continuous service with Company as of the last day of the Consulting Period, at which time any then-unvested portion of the Equity Awards will be forfeited (subject to Section 4(b) below).

(c) Subject to Contractor continuing to perform Consulting Services through the end of the Initial Term (subject to Section 4(b) below), Company will pay Contractor a \$100,000 payment (the “Success Fee”) within 30 days following the end of the Initial Term.

(d) The Consultant shall be reimbursed for any travel and out-of-pocket expenses incurred in connection with her provision of the Consulting Services, subject to Company’s applicable expense reimbursement policies as in effect from time to time.

#### 4. Termination.

(a) Notwithstanding any other provision of this Agreement, Company may immediately terminate the Consulting Period and Contractor's Consulting Services if Contractor breaches this Agreement or engages in any conduct that she knows or should know will or could materially harm the business or reputation of Company, in which case Company will pay the Consulting Fee for the period through the termination date of the Consulting Period, and no other amount.

(b) In addition, Company may terminate this Agreement and the Consulting Period for any or no reason upon thirty (30) days' advanced written notice to Contractor. If Company terminates the Consulting Services prior to the expiration of the Initial Term pursuant to this Section 4(b) because Contractor has accepted another engagement (without the consent of the Company) or during any Extension Term (if any) for any or no reason other than a termination under Section 4(a) above, then such Initial Term or Extension Term (as applicable) shall terminate on the thirtieth (30th) day following the date of Company's notice to Contractor and Company will pay the Consulting Fee for the period through the termination of the Consulting Period. If Company terminates the Consulting Services prior to the expiration of the Initial Term pursuant to this Section 4(b) for any other reason not addressed in the preceding sentence or in Section 4(a), then provided Contractor timely executes and returns to Company an effective general release of all known and unknown claims in a termination agreement acceptable to Company, (i) Company will pay Contractor an amount equal to Consulting Fee that would have been earned during the remaining period in such Initial Term plus the Success Fee, to the extent not yet paid (which amount will be payable with 30 days of such termination) and (ii) any then-unvested Equity Awards that were scheduled to vest during the Initial Term will immediately vest in full and will be settled within 30 days of such termination in accordance with the terms of the applicable award agreement(s); provided, however, that any Equity Awards that are subject to performance-based vesting conditions will remain subject to such vesting conditions and, upon satisfaction of such vesting condition, will vest based on the level of performance achieved and will be settled in accordance with the terms of the applicable award agreement(s). Upon termination of the Consulting Period for any reason, any portion of the Equity Awards that remain unvested after application of the preceding sentence will be forfeited.

5. Acknowledgement and Indemnification. Contractor acknowledges and agrees that she is and shall be solely responsible for the payment of any and all applicable federal, state, local, and other taxes relating to any Consulting Fees or other amounts or rights granted to Contractor under this Agreement. Contractor further agrees to indemnify, defend, and hold harmless Company and the other Indemnified Parties (as defined below) for and against any and all federal, state, local, or other tax liability (including without limitation, liability for back withholding, penalties, interest, and attorneys' fees) incurred by any of the Indemnified Parties relating in any way to any Consulting Fee or other rights granted under this Agreement. The term "Indemnified Parties" as used in this Agreement includes: (i) the Company and its past, present, and future affiliates, partnerships and other related entities (whether or not wholly owned); (ii) each of their respective past, present, and future owners, trustees, fiduciaries, administrators, shareholders, directors, officers, partners, associates, agents, representatives, employees, and attorneys; and (iii) the predecessors, successors, and assigns of each of the foregoing.

6. Nondisclosure and Nonuse. Except as required by law, Contractor will not at any time during or after the Consulting Period directly or indirectly use, disclose, or take any action which may result in the use or disclosure of, any Confidential Information. "Confidential Information" as used herein includes but is not limited to confidential or proprietary information regarding: Company's sales, marketing, and business plans and strategies (including without limitation Company's intent to market a particular product or service and the attendant marketing plan); Company's actual and prospective client lists and pricing information; trade secrets; the terms of any contracts entered into by Company; the capabilities, technical descriptions and source code relating to Company's released or unreleased software or hardware products or services; any information disclosed to Contractor that is either marked "confidential" or "proprietary" or that, if disclosed without such a marking or disclosed orally, is disclosed in a context that suggests that such information is Confidential Information; and other secret or confidential operational, management, manufacturing, personnel, financial, accounting, marketing or tax information relating to the business or operations of Company. "Confidential Information" does not include information that lawfully and properly becomes publicly known outside of Company, other than through a breach by Contractor or another person of this Agreement or some other obligation. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall prohibit Contractor from confidentially or otherwise communicating or filing a charge or complaint with a federal, state, local or other governmental agency or regulatory (including self-regulatory) entity including concerning alleged or suspected criminal conduct or unlawful practices; participating in a governmental agency or regulatory entity investigation or proceeding; giving truthful testimony or statements to a governmental agency or regulatory



entity, or if properly subpoenaed or otherwise required to do so under applicable law (including any regulation or legal process); requesting or receiving confidential legal advice (at such party's own expense); or exercising any protected right to communicate about lawfully acquired compensation information or other working conditions. Furthermore, the U.S. Defend Trade Secrets Act of 2016 provides that: (a) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (b) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal, and (B) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement prohibits or creates liability for any such protected conduct.

7. Return of Property. Upon the termination of the Consulting Period or demand of Company, Contractor shall immediately return all property of Company and its clients, except as otherwise mutually agreed to in writing.

8. Assignment. Company may assign this Agreement to any parent, affiliate, or subsidiary of Company or any entity which at any time, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets, stock or business of Company. Contractor may not assign any of her rights or obligations under this Agreement, except that Company consents to a one-time assignment of this Agreement by Contractor to a limited liability company established by Contractor for purposes of providing services under this Agreement and in which Contractor and/or her spouse are the sole members. In such case, Contractor agrees that she will execute any amendment necessary to clarify her obligations under this Agreement.

9. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with regard to the matters described herein and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between said parties regarding such matters, provided that nothing herein shall limit or release Contractor from any obligations relating non-disclosure, intellectual property, non-competition, or non-solicitation that Contractor has to Company or any of its affiliates.

10. Governing Law, Headings, Amendment and Waiver. This Agreement shall be governed by Illinois law. The Section headings used herein are for convenience only and are not to be considered in interpreting this Agreement. This Agreement may be modified only in writing signed by both parties, and a party's failure to enforce this Agreement in the event of one or more events which violate it shall not be a waiver of any right to enforce this Agreement against subsequent violations.

11. Modification and Severability. If any restriction(s) in Sections 6 are found unenforceable by a court of competent jurisdiction, the parties agree that any such restriction(s) may be modified or limited so that it may then be enforced to the fullest extent possible. The provisions of this Agreement are severable if a court of competent jurisdiction finds any of them unenforceable (after any modification or limitation under the foregoing).

**THE PARTIES STATE BY SIGNING BELOW THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS AGREEMENT AND INTEND TO BE BOUND THERETO:**

**LEAH JONES**

/s/ Leah Jones

**Date: December 6, 2023**

**VERADIGM INC.**

By: /s/ Dave B. Stevens

**Dave B. Stevens**

**Title: Chair of the Compensation Committee**

**Date: December 6, 2023**



## Veradigm Inc. Announces Leadership Transition

*Greg Garrison Named Executive Chairman; Dr. Shih-Yin Ho Appointed Interim CEO;*

*Lee Westerfield Appointed Interim CFO*

**CHICAGO – DECEMBER 8, 2023** – Veradigm Inc. (Nasdaq: MDRX) announced today that the Company’s Board of Directors appointed current Chairman, Greg Garrison, as Executive Chairman, and current director, Dr. Shih-Yin (“Yin”) Ho, as interim Chief Executive Officer. In addition, Lee Westerfield, who brings more than 25 years of experience as a senior financial executive, most recently serving as Chief Financial Officer at ClearSense, will be serving as Interim Chief Financial Officer. Chief Executive Officer Richard J. Poulton has resigned at the request of the Board from his role as CEO and has stepped down from the Board. Also at the request of the Board, Leah S. Jones has resigned as Chief Financial Officer and has agreed to serve in a consulting role to provide business-development related services to the Company. Following Mr. Garrison’s appointment as Executive Chairman, Carol Zierhoffer was appointed as Lead Independent Director.

These changes result from the Audit Committee’s previously disclosed, ongoing independent investigation, which is being conducted by legal counsel and relates to the Company’s financial reporting and internal controls over financial reporting and disclosure controls. The potential impact, if any, to the financial statements for previously reported periods as a result of the independent investigation is under review by the new leadership team.

“Veradigm’s core business remains strong but, after careful review and consideration, it is clear that we must develop a stronger financial control environment with enhanced financial reporting policies and disclosure policies and procedures, and the leadership changes announced today reflect the importance of accountability in achieving that goal,” said Mr. Garrison. “We are pleased to bring in seasoned, deeply experienced executives of Yin and Lee’s caliber. I look forward to working with them, as well as President and Chief Commercial Officer Tom Langan, as we lead the Company through this important transition period.”

“Having spent more than 20 years as an entrepreneur and executive building and leading several companies in health information technology, data analytics and decision support for life sciences, I am excited to partner with Greg, Tom and Lee to build on the strong platform we have at Veradigm,” said Dr. Ho. “I’ve worked alongside Lee previously and can attest to his strengths in financial reporting and compliance, along with his tremendous reputation as a finance leader in life science fields that are important growth avenues for Veradigm. In my time as Director, I have seen firsthand Veradigm’s tremendous healthcare technology and analytics business and am excited about the strategic direction that the Company is pursuing. Together, we will continue to execute this strategy and further invest in analytical capabilities critical to meeting our clients’ growing need for high quality data to support their delivery of great care, value and research to patients. The Company has enormous potential to shape the future across providers, payors and life sciences clients with its stellar operations, scale, data analytics and expertise. Veradigm is well positioned to achieve our mission of transforming health in a thoughtful, insightful and innovative manner while driving value for patients and shareholders.”





The Board of Directors has initiated a search process for a permanent CEO and CFO. The Company intends to retain a leading executive search firm to support the process, which will include both internal and external candidates.

The new leadership team is reviewing the fiscal year 2023 guidance previously issued on September 18, 2023.

In addition, the Company remains committed to regaining compliance with Nasdaq Listing Rule 5250(c) as soon as possible. Unrelated to the investigation and, as previously disclosed, the Company continues to estimate a reduction in revenue from continuing operations of approximately \$20 million in the aggregate between the periods 2020 through the end of 2022 relating to certain revenue recognition practices.

#### **About Greg Garrison**

Greg Garrison, who brings experience as a successful business and operations leader, professional advisor and recognized financial expert, was a senior leader of accounting firm PricewaterhouseCoopers (“PwC”) for over 20 years. Most recently, Mr. Garrison served as PwC’s Vice Chairman and Chief Operating Officer from 2006 until 2014. Earlier in his career, Mr. Garrison also led PwC’s U.S. Assurance & Audit Services practice, the Global Risk Management Solutions practice, and served as the Managing Partner of PwC’s Los Angeles and St. Louis practices. Mr. Garrison has experience in strategic planning, operations, finance, audit and accounting, information technology, mergers and acquisitions, human capital and sales and marketing. Over the course of his career, Mr. Garrison has also spent considerable time meeting and working with various regulators, as well as advising numerous boards and audit committees.

#### **About Dr. Shih-Yin Ho**

Dr. Ho is a seasoned digital health, software and pharmaceutical services entrepreneur, executive and advisor, having spent over 20 years developing products and companies in health information technology, data analytics, and decision support for life sciences. In addition to Veradigm, Dr. Ho also serves on the Board of Directors for Genesis Research, a real-world evidence research company supporting the life sciences industry. She was the Founder and CEO of Context Matters Inc., a global life sciences market access software company, which was acquired by Decision Resources Group in 2017 and later combined with Clarivate PLC in 2020. Dr. Ho was also the Co-Founder of NYC Health Business Leaders, which recently merged into Digital Health New York. Dr. Ho has held leadership positions at Aetion, Medidata and Pfizer. Dr. Ho began her career as an emergency medicine physician, having received her MD and residency training at Yale. Excited by the rising new industry of electronic/digital health, she transitioned from practicing medicine in mid-1998 to earn her MBA at Harvard Business School. Dr. Ho also has a BA from Brown University. She actively participates in several philanthropic organizations, including serving on the board of PS3’s afterschool program (PS3til6).

#### **About Lee Westerfield**

Mr. Westerfield has held multiple Chief Financial Officer roles in sectors undergoing dynamic change and has scaled, funded and exited multiple software and data service-based ventures. Drawn to healthcare data and analytics, he most recently served as Chief Financial Officer of ClearSense, an enterprise healthcare data analytics platform serving health providers and payors, and as the Chief Financial Officer of Aetion, the real-world evidence platform. He also served as the Chief Financial Officer of Dstillery, an advertising technology





data analytics provider, and Uphold Ltd., a financial technology platform as a service company operating regulated money services, and he later served as Vice Chairman of the Board of Directors at Uphold. Mr. Westerfield also held other Chief Financial Officer positions at numerous other SaaS companies. He began his career on Wall Street as a Senior Equity Research Analyst specializing in Internet, Media & Entertainment sectors. Mr. Westerfield received his BA from Yale University and his MBA from Columbia Business School.

**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](#).

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Forward-Looking Statements

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 future strategic priorities, the Company's beliefs and expectations relating to resuming compliance with the Nasdaq listing rules, the financial impacts of the misstatements relating to revenue recognition issues, and the financial and other impacts of the items under investigation. 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," "plans," "predicts," "will," "would," "could," "continue," "can," "may," "look forward," "aim," "hopes," 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, but are not limited to, a further material delay in the Company's financial reporting, including as a result of the leadership changes announced today, 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 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, the possibility that the Company





is unable to regain compliance with, or thereafter continue to comply with, Nasdaq Listing Rule 5250(c)(1), or experience violations of additional Nasdaq Listing Rules, the possibility that the Nasdaq Hearings Panel may reach a final decision to delist the Company's securities 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 and its Quarterly Reports on Form 10-Q. 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.

