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): February 12, 2021 (February 12, 2021)

FALCON CAPITAL ACQUISITION CORP.
(Exact name of registrant as specified in its charter)

Delaware	**001-39535**	**85-1365053**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

660 Madison Avenue, 12th Floor
New York, New York 10065
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(212) 812-7702**

Not Applicable
(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**
Units, each consisting of one share of Class A common stock and one-third of one redeemable warrant	FCACU	The Nasdaq Stock Market LLC
Class A common stock, par value $0.0001 per share	FCAC	The Nasdaq Stock Market LLC
Warrants, each whole warrant exercisable for one share of Class A common stock, each at an exercise price of $11.50 per share	FCACW	The Nasdaq Stock Market LLC

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 1.01. Entry into a Material Definitive Agreement.

Merger Agreement

On February 12, 2021, Falcon Capital Acquisition Corp., a Delaware corporation ("FCAC" or the "Company"), entered into an agreement and plan of merger by and among FCAC, FCAC Merger Sub Inc., a wholly-owned subsidiary of FCAC ("Merger Sub"), Sharecare, Inc. ("Sharecare") and Colin Daniel, solely in his capacity as representative of the Sharecare stockholders (the "Stockholder Representative") (as may be amended and/or restated from time to time, the "Merger Agreement"). The merger was unanimously approved by FCAC's board of directors. If the Merger Agreement is approved by FCAC's and Sharecare's stockholders, and the transactions contemplated by the Merger Agreement are consummated, Merger Sub will merge with and into Sharecare, after which the separate corporate existence of Merger Sub will cease and Sharecare will survive the merger as a wholly-owned subsidiary of FCAC (the "Business Combination"). In addition, in connection with the consummation of the Business Combination (the "Closing"), FCAC will be renamed "Sharecare, Inc." and is referred to herein as "New Sharecare" as of the time following such change of name.

Under the Merger Agreement, holders of Sharecare's equity interests are expected to receive $3.79 billion in aggregate consideration. At the effective time of the Business Combination, Sharecare's stockholders will have the right to receive consideration in the form of cash and shares of common stock of New Sharecare, subject to proration under certain circumstances specified in the Merger Agreement. In addition, under the Merger Agreement, at the effective time of the Business Combination, (i) each option to purchase shares of the Sharecare common stock granted under any Sharecare group stock plan that is outstanding and unexercised immediately prior to the effective time, whether or not then vested or exercisable, will be assumed by New Sharecare and shall be converted into an option to purchase shares of New Sharecare, (ii) each holder of Sharecare options entitled to receive New Sharecare options will also receive an additional number of contingent stock options to acquire shares of New Sharecare common stock that will vest upon the earlier of the date set forth in the corresponding New Sharecare options and, in each case with respect to one half of the additional contingent stock options, the achievement of the Earnout Conditions (as defined below), and (iii) each warrant to purchase shares of Sharecare capital stock will be converted into the right to receive a number of shares of New Sharecare common stock, in each case as further described under the Merger Agreement.

At the closing of the Business Combination and (i) immediately prior to the effective time, Falcon Equity Investors LLC (the "Sponsor") will, in accordance with the Sponsor Agreement, deliver to the earnout escrow agent, 1,713,000 shares of FCAC Class B common stock which shares shall be allocated to the Sponsor, and (ii) immediately following the effective time, New Sharecare will deliver electronically to the earnout escrow agent, an amount of shares of New Sharecare common stock equal to (A) the total number of shares of Sharecare common stock issued and outstanding as of immediately prior to the effective time multiplied by (B) an earnout ratio determined in accordance with the Merger Agreement, which shares shall be allocated on a pro rata basis among the Sharecare stockholders who have received shares of New Sharecare common stock and the specified holders of Sharecare warrants who have received shares of New Sharecare common stock (the "Sharecare Stockholder Group"). Such shares shall be released and delivered such that (i) one-half of such shares will be released to the Sponsor or the Shareholder Stockholder Group (on a pro rata basis), as applicable, if the volume-weighted average price of shares of New Sharecare common stock equals or exceeds $12.50 per share for 20 of any 30 consecutive trading days or New Sharecare consummates a transaction resulting in stockholders having the right to receive consideration equal to or exceeding $12.50 per share, and (ii) one-half of such shares will be released to the Sponsor or the Shareholder Stockholder Group (on a pro rata basis) if the volume-weighted average price of shares of New Sharecare common stock equals or exceeds $15.00 per share for 20 of any 30 consecutive trading days or New Sharecare consummates a transaction resulting in stockholders having the right to receive consideration equal to or exceeding $15.00 per share, in each case on or prior to the fifth anniversary of the Closing Date (the conditions described in clauses (i) and (ii), the "Earnout Conditions"). If such conditions have not been satisfied following the fifth anniversary of the Closing Date, any earnout shares remaining in the earnout escrow account shall be automatically released to New Sharecare for cancellation and neither the members of the Sharecare Stockholder Group nor the Sponsor shall have any right to receive such earnout shares or any benefit therefrom.

The parties to the Merger Agreement have made customary representations, warranties and covenants in the Merger Agreement, including, among others, covenants with respect to the conduct of Sharecare and FCAC and its subsidiaries prior to the closing of the Business Combination.

The closing of the Business Combination is subject to certain customary conditions, including, among other things: (i) the expiration or termination of the waiting period (or any extension thereof) applicable under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act"), (ii) FCAC shall not have redeemed shares of its Class A common stock in an amount that would cause FCAC to have less than $5,000,001 of net tangible assets, (iii) the required stockholder approval of stockholders of FCAC shall have been obtained for the Business Combination, (iv) the required stockholder approval of stockholders of Sharecare shall have been obtained for the Business Combination, (v) the common stock of stockholders of New Sharecare to be issued in connection with the Business Combination shall have been approved for listing on Nasdaq, (vi) Sharecare shall have consummated the doc.ai acquisition, (vii) from the date of the Merger Agreement, there shall not have occurred any material adverse effect, or any change or effect that, individually or in the aggregate would result in a material adverse effect with respect to Sharecare, (viii) the investment in Sharecare from a specified third-party strategic investor shall have been consummated and (ix) the aggregate cash available to FCAC at closing from the trust account and the Equity Financing (after giving effect to the redemption of any shares of FCAC common stock in connection with the offer, but before giving effect to the consummation of the closing and the payment of outstanding transaction expenses, transaction bonuses and the payoff indebtedness, or the consummation of the doc.ai acquisition) *plus* the proceeds of the Strategic Financing shall equal or exceed $400,000,000.

The Merger Agreement may be terminated by FCAC or Sharecare under certain circumstances, including, among others, (i) by written consent of FCAC and Sharecare, (ii) by either FCAC or Sharecare if the closing of the Business Combination has not occurred on or before August 31, 2021, (iii) by FCAC or Sharecare if FCAC has not obtained the required approval of its stockholders, and (iv) by FCAC if the Sharecare requisite approval is not obtained by the specified timeline.

The foregoing description of the Merger Agreement and the Business Combination does not purport to be complete and is qualified in its entirety by the terms and conditions of the Merger Agreement, a copy of which is attached hereto as Exhibit 2.1 and is incorporated herein by reference. The Merger Agreement contains representations, warranties and covenants that the parties to the Merger Agreement made to each other as of the date of the Merger Agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating the Merger Agreement. The Merger Agreement has been attached to provide investors with information regarding its terms and is not intended to provide any other factual information about FCAC, Sharecare or any other party to the Merger Agreement. In particular, the representations, warranties, covenants and agreements contained in the Merger Agreement, which were made only for purposes of the Merger Agreement and as of specific dates, were solely for the benefit of the parties to the Merger Agreement, may be subject to limitations agreed upon by the contracting parties (including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts) and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors and reports and documents filed with the U.S. Securities and Exchange Commission (the "SEC"). Investors should not rely on the representations, warranties, covenants and agreements, or any descriptions thereof, as characterizations of the actual state of facts or condition of any party to the Merger Agreement. In addition, the representations, warranties, covenants and agreements and other terms of the Merger Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations and warranties and other terms may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures.

Subscription Agreements

The Company entered into subscription agreements (the "Subscription Agreements"), each dated as of February 12, 2021, with certain investors (the "PIPE Investors"), pursuant to which, among other things, the Company agreed to issue and sell, in private placements to close immediately prior to the Closing, an aggregate of 42,500,000 shares of FCAC Class A common stock, par value $0.0001 per share (the "FCAC Class A common stock") for a purchase price of $10.00 per share. In connection with the Closing, all of the issued and outstanding shares of FCAC Class A common stock, including the shares of FCAC Class A common stock issued to the PIPE Investors, will be exchanged, on a one-for-one basis, for shares of New Sharecare common stock.

The foregoing description of the Subscription Agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the form of Subscription Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Acquiror Support Agreement

In connection with the execution of the Merger Agreement, the Sponsor, FCAC and Sharecare entered into an Agreement (the "Acquiror Support Agreement"), pursuant to which the Sponsor agreed to vote all shares of FCAC beneficially owned by it in favor of each of the proposals at the special meeting and to vote against any transaction or proposal that would reasonably be expected to result in the failure of the Business Combination from being consummated.

The Sponsor also agreed that it would not (a) sell, assign, transfer (including by operation of law), create any lien or pledge, dispose of or otherwise encumber any of the shares of FCAC beneficially owned by it, (b) deposit any such shares into a voting trust or enter into a voting agreement or grant any proxy or power of attorney with respect thereto that is inconsistent with the Merger Agreement or (c) enter into any contract, option or other arrangement requiring the direct acquisition or sale, assignment, transfer or other disposition of any such shares.

In addition, the Sponsor agreed not to solicit, initiate or knowingly encourage any transaction in violation of the Merger Agreement or participate in any discussions or negotiations regarding any information with the intent to any unsolicited proposal that constitutes, or any reasonably be expected to lead to, a business combination proposal or other transaction in violation of the Merger Agreement.

The foregoing description of the Acquiror Support Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Acquiror Support Agreement filed as Exhibit 10.2 hereto and incorporated by reference herein.

Sharecare Support Agreements

In connection with the execution of the Merger Agreement, certain Sharecare securityholders (the "Sharecare Supporting Securityholders") entered into a support agreement with FCAC and Sharecare (the "Support Agreement"). Under the Support Agreement-, each Sharecare Supporting Securityholder agreed, as promptly as reasonably practicable (and in any event within five business days) following the SEC declaring the proxy statement/prospectus relating to the approval by FCAC securityholders of the Business Combination effective, to execute and deliver a written consent with respect to the outstanding securities of (i) Sharecare common stock and preferred stock and (ii) securities convertible into or exercisable or exchangeable for Sharecare capital stock, held by such Sharecare Supporting Securityholder adopting the Merger Agreement and approving the Business Combination. In addition, each Sharecare Supporting Securityholder agreed to voluntarily convert any convertible notes it owns into the applicable series of preferred stock in connection with the Business Combination and agreed that any warrants it owns would convert into New Sharecare common stock in connection with the Business Combination.

The shares of Sharecare common stock and preferred stock and such convertible securities that are owned by the Sharecare supporting securityholders and subject to the Support Agreements represent approximately 66.8% of the outstanding voting power of Sharecare common stock, preferred stock and securities (on an as converted basis).

The Support Agreements prohibit the Sharecare Supporting Securityholders from engaging in activities that have the effect of soliciting a competing acquisition proposal. In addition, the Support Agreements restrict the transfer of shares covered by the Support Agreements.

The foregoing description of the Support Agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the form of Support Agreement filed as Exhibit 10.3 hereto and incorporated by reference herein.

Non-Redemption Agreements

In connection with the execution of the Merger Agreement, FCAC entered into non-redemption agreements (the "Non-Redemption Agreements") with certain holders of FCAC Class A common stock, pursuant to which such holders agreed not to exercise their redemption rights in connection with the Business Combination. The aggregate number of shares of FCAC Class A common stock subject to the Non-Redemption Agreements is 4,197,245, which represents $41,972,450 of otherwise exercisable redemption rights.

The foregoing description of the Non-Redemption Agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the form of Non-Redemption Agreement filed as Exhibit 10.4 hereto and incorporated by reference herein.

Sponsor Agreement

In connection with the execution of the Merger Agreement, the Sponsor entered into a sponsor agreement (the "Sponsor Agreement") with Sharecare and FCAC, pursuant to which the Sponsor agreed, subject to the consummation of the Business Combination, that the shares of FCAC Class B common stock beneficially owned by it shall convert into FCAC Class A common stock at the initial conversion ratio, subject to adjustment for stock splits, stock dividends, reorganizations, recapitalizations and the like, and that the Sponsor waives any additional anti-dilution adjustments to which it would otherwise be entitled pursuant to Section 4.3(b)(ii) of FCAC's certificate of incorporation.

The Sponsor Agreement provides that the Sponsor will not redeem any shares of FCAC Class B common stock (or any shares of FCAC Class A common stock received upon conversion of shares of FCAC Class B common stock) that it owns in connection with the Business Combination and will not commence or participate in and take all actions necessary to opt out of any class in any class action with respect to any claim, derivative or otherwise, against FCAC, Sharecare, any affiliate or designee of the Sponsor acting in his or her capacity as director, or any of their respective successors and assigns relating to the negotiation, execution or delivery of the Sponsor Agreement, the Merger Agreement or the consummation of the transactions contemplated in such agreements.

The Sponsor also agreed that, at the Closing, it would deposit the Earnout Shares into the earnout escrow account and it would agree to cancel 1,284,750 shares of FCAC Class B common stock and to transfer to a charitable foundation designated by the Company to advance its charitable objectives 428,250 shares of FCAC Class B common stock.

The foregoing description of the Sponsor Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Sponsor Agreement filed as Exhibit 10.5 hereto and incorporated by reference herein.

Item 3.02. Unregistered Sales of Equity Securities.

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K with respect to the issuance of shares of FCAC common stock is incorporated by reference herein. The shares of common stock issuable in connection with the transactions contemplated by the Business Combination will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

Item 7.01. Regulation FD Disclosure.

On February 12, 2021, the Company issued a press release announcing the execution of the Merger Agreement. The press release is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Attached hereto as Exhibit 99.2 and incorporated by reference herein is the investor presentation dated February 2021, which will be used by the Company with respect to the Business Combination.

On February 12, 2021, the Company made available on its website a pre-recorded audio webcast, as well as a pre-recorded video webcast, each discussing the Business Combination. Transcripts of the audio webcast and the video webcast are attached hereto as Exhibits 99.3 and 99.4, respectively, and incorporated by reference herein.

The information in this Item 7.01, including Exhibits 99.1, 99.2, 99.3 and 99.4, is furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liabilities under that section, and shall not be deemed to be incorporated by reference into the filings of the Company under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filings. This Current Report on Form 8-K will not be deemed an admission as to the materiality of any information of the information in this Item 7.01, including Exhibits 99.1, 99.2, 99.3 and 99.4.

Important Information About the Business Combination and Where to Find It

In connection with the proposed Business Combination, the Company intends to file with the SEC a registration statement on Form S-4 (the "Registration Statement"), which will include a proxy statement/prospectus, and certain other related documents, which will be both the proxy statement to be distributed to holders of shares of the Company's common stock in connection with the Company's solicitation of proxies for the vote by the Company's stockholders with respect to the Business Combination and other matters as may be described in the Registration Statement, as well as the prospectus relating to the offer and sale of the securities of the Company to be issued in the Business Combination. **The Company's stockholders and other interested persons are advised to read, when available, the preliminary proxy statement/prospectus included in the Registration Statement and the amendments thereto and the definitive proxy statement/prospectus, as these materials will contain important information about the parties to the Merger Agreement, the Company and the Business Combination.** After the Registration Statement is declared effective, the definitive proxy statement/prospectus will be mailed to stockholders of the Company as of a record date to be established for voting on the Business Combination and other matters as may be described in the Registration Statement. Stockholders will also be able to obtain copies of the proxy statement/prospectus and other documents filed with the SEC that will be incorporated by reference in the proxy statement/prospectus, without charge, once available, at the SEC's web site at www.sec.gov, or by directing a request to: Falcon Capital Acquisition Corp., 660 Madison Avenue, 12th Floor, New York, New York, Attention: Saif Rahman, Chief Financial Officer, (212) 819-7702.

Participants in the Solicitation

The Company and its directors and executive officers may be deemed participants in the solicitation of proxies from the Company's stockholders with respect to the Business Combination. A list of the names of those directors and executive officers and a description of their interests in the Company is contained in the Company's registration statement on Form S-1, which was initially filed with the SEC on September 3, 2021, and is available free of charge at the SEC's web site at www.sec.gov, or by directing a request to Falcon Capital Acquisition Corp., 660 Madison Avenue, 12th Floor, New York, New York, Attention: Saif Rahman, Chief Financial Officer, (212) 819-7702. Additional information regarding the interests of such participants will be contained in the Registration Statement when available.

Sharecare and its directors and executive officers may also be deemed to be participants in the solicitation of proxies from the stockholders of the Company in connection with the Business Combination. A list of the names of such directors and executive officers and information regarding their interests in the Business Combination will be contained in the Registration Statement when available.

Forward-Looking Statements

This Current Report on Form 8-K includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. The Company's and Sharecare's actual results may differ from their expectations, estimates and projections and consequently, you should not rely on these forward looking statements as predictions of future events. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believes," "predicts," "potential," "continue," and similar expressions are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, the Company's and Sharecare's expectations with respect to future performance and anticipated financial impacts of the Business Combination, the satisfaction of the closing conditions to the Business Combination and the timing of the completion of the Business Combination. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside the Company's and Sharecare's control and are difficult to predict. Factors that may cause such differences include, but are not limited to: (1) the outcome of any legal proceedings that may be instituted against the Company and Sharecare following the announcement of the Merger Agreement and the transactions contemplated therein; (2) the inability to complete the Business Combination, including due to failure to obtain approval of the stockholders of the Company or Sharecare, approvals or other determinations from certain regulatory authorities, or other conditions to closing in the Merger Agreement; (3) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement or could otherwise cause the transactions contemplated therein to fail to close; (4) the inability to obtain or maintain the listing of New Sharecare's common stock on Nasdaq following the Business Combination; (5) the risk that the Business Combination disrupts current plans and operations as a result of the announcement and consummation of the Business Combination; (6) the inability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition and the inability of the combined company to grow and manage growth profitably and retain its key employees; (7) costs related to the Business Combination; (8) changes in applicable laws or regulations; (9) the possibility that Sharecare or New Sharecare may be adversely affected by other economic, business, and/or competitive factors; (10) New Sharecare's ability to raise financing in the future and to comply with restrictive covenants related to long-term indebtedness; (11) the impact of COVID-19 on Sharecare's business and/or the ability of the parties to complete the Business Combination; and (12) other risks and uncertainties indicated from time to time in the proxy statement/prospectus relating to the Business Combination, including those under "Risk Factors" in the Registration Statement, and in the Company's other filings with the SEC. The Company cautions that the foregoing list of factors is not exclusive. The Company cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. The Company does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in its expectations or any change in events, conditions or circumstances on which any such statement is based.

No Offer or Solicitation

This Current Report on Form 8-K shall not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Business Combination. This Current Report on Form 8-K shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of section 10 of the Securities Act.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1†	Agreement and Plan of Merger, dated as of February 12, 2021, by and among Falcon Capital Acquisition Corp., FCAC Merger Sub Inc., Sharecare, Inc. and Colin Daniel, solely in his capacity as representative of the stockholders of Sharecare, Inc.
10.1	Form of Subscription Agreement.
10.2	Acquiror Support Agreement, dated as of February 12, 2021, by and between Falcon Equity Investors LLC and Sharecare, Inc.
10.3	Form of Sharecare Support Agreement.
10.4	Form of Non-Redemption Agreement.
10.5	Sponsor Agreement, dated as of February 12, 2021, by and among Falcon Equity Investors LLC, Falcon Capital Acquisition Corp., and Sharecare, Inc.
99.1	Press Release, dated February 12, 2021.
99.2	Investor Presentation, dated February, 2021.
99.3	Transcript of Audio Webcast, posted on February 12, 2021.
99.4	Transcript of Video Webcast, posted on February 12, 2021.

† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

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.

FALCON CAPITAL ACQUISITION CORP.

By: /s/ Alan G. Mnuchin
Name: Alan G. Mnuchin
Title: Chief Executive Officer and Chairman

Date: February 12, 2021

Exhibit 2.1

Execution Version

AGREEMENT AND PLAN OF MERGER

dated as of

February 12, 2021

by and among

FALCON CAPITAL ACQUISITION CORP.,

FCAC MERGER SUB, INC.

and

SHARECARE, INC.

and

COLIN DANIEL, solely in his capacity as the Stockholder Representative

TABLE OF CONTENTS

EXHIBITS

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of February 12, 2021, is entered into by and among Falcon Capital Acquisition Corp., a Delaware corporation (prior to the Effective Time, "Acquiror" and, at and after the Effective Time, "PubCo"), FCAC Merger Sub, Inc., a Delaware corporation ("Merger Sub"), Sharecare, Inc., a Delaware corporation (the "Company"), and Colin Daniel, solely in his capacity as the Stockholder Representative pursuant to the designation in Section 11.16. Except as otherwise indicated, capitalized terms used but not defined herein shall have the meanings set forth in Article I of this Agreement.

RECITALS

WHEREAS, Acquiror is a special purpose acquisition company incorporated to acquire one or more operating businesses through a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses;

WHEREAS, Merger Sub is a newly formed, wholly owned, direct subsidiary of Acquiror;

WHEREAS, subject to the terms and conditions of this Agreement, at the Closing, Merger Sub is to merge with and into the Company (the "Merger"), after which the separate corporate existence of Merger Sub will cease and the Company will be the surviving corporation (the "Surviving Company") and a wholly-owned subsidiary of Acquiror in accordance with this Agreement and the General Corporation Law of the State of Delaware (the "DGCL");

WHEREAS, in connection with the Merger, the Company Stockholders will be entitled to receive merger consideration in the form of the right to receive cash and/or stock in PubCo, as described in this Agreement;

WHEREAS, the board of directors of the Company (the "Company Board") has unanimously (a) approved this Agreement, the Ancillary Agreements to which the Company is party and the transactions contemplated hereby and thereby; (b) determined that this Agreement, the Ancillary Agreements to which the Company is party and the transactions contemplated hereby and thereby are advisable and fair to and in the best interests of the Company and the Company Stockholders; and (c) directed that the adoption of this Agreement be submitted to the Company Stockholders for consideration and recommended that the Company Stockholders adopt this Agreement;

WHEREAS, the board of directors of Acquiror (the "Acquiror Board") has, *inter alia*, unanimously (a) approved this Agreement, the Subscription Agreements, the Ancillary Agreements to which it is party and the transactions contemplated hereby and thereby, (b) determined that this Agreement, the Subscription Agreements, the Ancillary Agreements to which it is party and the transactions contemplated hereby and thereby are advisable and fair to and in the best interests of Acquiror and its stockholders, and (c) directed that the adoption of this Agreement be submitted to the Acquiror Stockholders for consideration and resolved to recommend that the Acquiror Stockholders adopt this Agreement;

WHEREAS, the board of directors of Merger Sub has (a) approved this Agreement and the transactions contemplated hereby; (b) determined that this Agreement and the transactions contemplated hereby are advisable and fair to and in the best interests of Merger Sub and its sole stockholder; and (c) recommended that Acquiror approve and adopt this Agreement and the Merger in its capacity as the sole stockholder of Merger Sub;

WHEREAS, prior to the consummation of the Merger, in connection with the adoption of this Agreement by the stockholders of the Acquiror, Acquiror shall provide an opportunity to the holders of shares of Acquiror Class A Common Stock to have such shares redeemed in accordance with this Agreement and the Acquiror Organizational Documents (the "Offer");

WHEREAS, prior to or contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, Acquiror and certain stockholders of Acquiror have entered into one or more Non-Redemption Agreements (the "Non-Redemption Agreements" and, such stockholders, the "Non-Redeeming Stockholders"), pursuant to which, such Non-Redeeming Stockholders have agreed, or have agreed that they intend, not to redeem or transfer all or a portion of their respective shares of Acquiror Class A Common Stock;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, the Sponsor has entered into a Support Agreement (the "Acquiror Support Agreement") with the Company;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, the Sponsor has entered into that certain Sponsor Agreement (the "Sponsor Agreement") with the Company and Acquiror;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, Acquiror has entered into subscription agreements (collectively, the "Subscription Agreements") with certain third-party investors (the "Equity Investors") pursuant to which the Equity Investors have committed to make a private investment in public equity in the form of Acquiror Common Stock up to an aggregate amount of $425,000,000;

WHEREAS, prior to or contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, the Company has entered into a binding letter of intent with the Strategic Investor (such letter of intent together with the Exhibit and Annexes thereto, the "Strategic Investor LOI"), pursuant to which the Strategic Investor has committed to make an investment in the Company of at least $25,000,000 and up to $50,000,000 on the terms and subject to the conditions specified therein (the "Strategic Financing");

WHEREAS, in connection with the Merger, Acquiror shall adopt the amended and restated bylaws in the form attached hereto as Exhibit A (the "PubCo Bylaws");

WHEREAS, in connection with the Merger, Acquiror shall adopt, subject to obtaining the Acquiror Stockholder Approval, the amended and restated certificate of incorporation in the form attached hereto as Exhibit B, subject to any modifications the Company and Acquiror agree to be necessary or appropriate to give effect to the Strategic Financing, including the mandatory redemption of the PubCo Preferred Stock issued to the Strategic Investor on the fifth anniversary of the Closing as specified in the Strategic Investor LOI (the "PubCo Charter");

WHEREAS, in connection with the Transactions, certain Lock-Up Stockholders who will receive PubCo Common Stock pursuant to Article III will deliver lock-up agreements in the form attached hereto as Exhibit C, subject to any modifications the Company and Acquiror agree to be necessary or appropriate to give effect to the Strategic Financing (the "Lock-Up Agreements");

WHEREAS, prior to the consummation of the Transactions, Acquiror shall, subject to obtaining the Acquiror Stockholder Approval, adopt the FCAC 2021 Omnibus Incentive Plan in the form attached hereto as Exhibit D (the "Acquiror Omnibus Incentive Plan");

WHEREAS, in connection with the Transactions, Acquiror, Sponsor, certain of the Acquiror's stockholders and certain of the Company Stockholders, including the Strategic Investor, will enter into an amended and restated registration rights agreement in the form attached hereto as Exhibit E, subject to any modifications the Company and Acquiror agree to be necessary or appropriate to give effect to the Strategic Financing (the "Registration Rights Agreement"); and

WHEREAS, each of the parties intends that, for U.S. federal income tax purposes, (a) this Agreement shall constitute a "plan of reorganization" within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder and (b) either (i) the Merger shall constitute a "reorganization" within the meaning of Section 368(a) of the Code or (ii) the Merger and the contributions by the Equity Investors of cash to Acquiror in exchange for Acquiror Common Stock through the Equity Financing pursuant to, and in accordance with, the terms of this Agreement and the Subscription Agreements, together shall constitute an integrated transaction that qualifies under Section 351 of the Code (clauses (i) and (ii), collectively, the "Intended Tax Treatment").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, Acquiror, Merger Sub and the Company agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Acquiror" has the meaning specified in the preamble hereto.

"Acquiror Affiliate Agreement" has the meaning specified in Section 5.20.

"Acquiror and Merger Sub Representations" means the representations and warranties of each of Acquiror and Merger Sub expressly and specifically set forth in Article V of this Agreement, as qualified by the Acquiror and Merger Sub Schedules. For the avoidance of doubt, the Acquiror and Merger Sub Representations are solely made by Acquiror and Merger Sub.

"Acquiror and Merger Sub Schedules" means the disclosure schedules of Acquiror and Merger Sub delivered to the Company by Acquiror concurrently with entering into this Agreement.

"Acquiror Board" has the meaning specified in the recitals hereto.

"Acquiror Board Recommendation" has the meaning specified in Section 8.2(d).

"Acquiror Class A Common Stock" means Acquiror's Class A Common Stock, par value $0.0001 per share.

"Acquiror Class B Common Stock" means Acquiror's Class B Common Stock, par value $0.0001 per share.

"Acquiror Common Stock" means Acquiror Class A Common Stock and Acquiror Class B Common Stock.

"Acquiror Cure Period" has the meaning specified in Section 10.1(c)(i).

"Acquiror Omnibus Incentive Plan" has the meaning specified in the recitals hereto.

"Acquiror Omnibus Incentive Plan Proposal" has the meaning specified in Section 8.2(c).

"Acquiror Organizational Documents" means the Certificate of Incorporation and Acquiror's bylaws, in each case as may be amended from time to time in accordance with the terms of this Agreement.

"Acquiror Private Placement Warrants" has the meaning ascribed to "Private Placement Warrant" in the Acquiror SEC Reports as of the date of this Agreement.

"Acquiror Public Warrant" has the meaning ascribed to "Public Warrant" in the Acquiror SEC Reports as of the date of this Agreement.

"Acquiror SEC Reports" has the meaning specified in Section 5.11(a).

"Acquiror Stockholder" means a holder of Acquiror Common Stock.

"Acquiror Stockholder Approval" has the meaning specified in Section 5.2(b).

"Acquiror Support Agreement" has the meaning specified in the recitals hereto.

"Acquiror Units" means the units of the Acquiror issued in connection with its initial public offering, which such units are comprised of one share of Acquiror Class A Common Stock and one-third of one Acquiror Public Warrant.

"Acquiror Warrants" means, collectively, the Acquiror Public Warrants and the Acquiror Private Placement Warrants.

"Acquisition Proposal" has the meaning specified in Section 6.7(b).

"Action" means any claim, action, suit, assessment, arbitration or proceeding, in each case that is by or before any Governmental Authority.

"Additional Proposal" has the meaning specified in Section 8.2(c).

"Affiliate" means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise. As used in this definition, the term "controls" (including the terms "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Aggregate Cash Election Amount" has the meaning specified in Section 3.1(c)(i).

"Aggregate Equity" means, with respect to any particular Company Stockholder, the Company Common Stock (including shares of Company Common Stock issued upon the conversion of Company Preferred Stock described in Section 3.1(a), including following the conversion of Convertible Notes immediately prior to the Company Preferred Stock Conversion as provided in the Company Support Agreements), Series D Preferred, Company Options, if any, and Company Warrants, if any, held by such Company Stockholder.

"Agreement" has the meaning specified in the preamble hereto.

"Amendment Proposal" has the meaning specified in Section 8.2(c).

"Ancillary Agreements" means this Agreement, PubCo Bylaws, PubCo Charter, the Lock-Up Agreements, the Acquiror Omnibus Incentive Plan, the Surviving Company Bylaws, the Surviving Company Charter, the Earnout Escrow Agreement, the Company Support Agreements, the Sponsor Agreement, the Acquiror Support Agreement, the Registration Rights Agreement and all the agreements, documents, instruments and certificates entered into in connection herewith or therewith and any and all exhibits and schedules thereto.

"Anti-Corruption Laws" means any applicable Laws relating to anti-bribery or anti-corruption (governmental or commercial), including the U.S. Foreign Corrupt Practices Act of 1977, as amended (FCPA), and the U.S. Travel Act, 18 U.S.C. § 1952.

"Antitrust Law" means the HSR Act, the Federal Trade Commission Act, as amended, the Sherman Act, as amended, the Clayton Act, as amended, and any applicable foreign antitrust Laws and all other applicable Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"Approval" means any consent, approval, authorization, waiver or Permit, or expiration of applicable waiting period.

"Audited Financial Statements" has the meaning specified in Section 4.7.

"Benefit Plans" has the meaning specified in Section 5.6.

"Business Combination" has the meaning ascribed to such term in the Certificate of Incorporation.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York or Governmental Authorities in the State of Delaware are authorized or required by Law to close.

"Cash Consideration" means an amount of cash equal to the lesser of (a) (i) the funds remaining in the Trust Account following the redemption (if any) of shares of Acquiror Class A Common Stock in connection with the Offer and payment of the Outstanding Company Expenses and Outstanding Acquiror Expenses pursuant to Section 3.9 and payment of the Payoff Indebtedness, *plus* (ii) the funds received by Acquiror in the Equity Financing *plus* (iii) the amount of cash and cash equivalents (including bank account balances and marketable securities) of the Company (less, if the Strategic Financing is consummated prior to the Closing, the amount of the proceeds of the Strategic Financing), determined in accordance with GAAP as of 11:59 p.m. Eastern Time on the day immediately preceding the Closing Date, *minus* (iv) the Transaction Bonuses *minus* (v) $401,000,000, and (b) solely to the extent reasonably necessary, based on the written advice of the Company's nationally recognized tax counsel, to qualify for the Intended Tax Treatment, such amount designated by the Company to Acquiror in writing not less than three days prior to the Closing; provided that under no circumstances shall the Cash Consideration be less than $0.

"Cash Consideration Excess" means the Cash Consideration *minus* the Aggregate Cash Election Amount; provided that under no circumstances shall the Cash Consideration Excess be less than $0.

"Cash Electing Share" has the meaning specified in Section 3.1(c)(i).

"Cash Election" has the meaning specified in Section 3.1(c)(i).

"Cash Fraction" has the meaning specified in Section 3.1(c)(i).

"Certificate of Incorporation" means the Third Amended and Restated Certificate of Incorporation of Acquiror, filed with the Secretary of State of the State of Delaware on September 21, 2020.

"Certificate of Merger" has the meaning specified in Section 2.1.

"Claim" means any demand, claim, action, legal, judicial or administrative proceeding (whether at law or in equity) or arbitration.

"Class B Anti-Dilution Protection" has the meaning specified in Section 5.2(b).

"Closing" has the meaning specified in Section 2.3.

"Closing Date" has the meaning specified in Section 2.3.

"Closing PubCo Option" has the meaning specified in Section 3.5(a).

"Closing Share Price" means $10.00 per share.

"Code" has the meaning specified in the recitals hereto.

"Company" has the meaning specified in the preamble hereto.

"Company Affiliate Agreement" has the meaning specified in Section 4.22.

"Company Benefit Plan" has the meaning specified in Section 4.14(a).

"Company Board" has the meaning specified in the recitals hereto.

"Company Board Recommendation" has the meaning specified in Section 8.2(e).

"Company Capital Stock" means, as applicable, Company Common Stock and Company Preferred Stock.

"Company Certificate" has the meaning specified in Section 3.3(a).

"Company Certificate of Incorporation" means the Ninth Amended and Restated Certificate of Incorporation of the Company, as it has been further amended through the date hereof.

"Company Common Stock" has the meaning specified in Section 4.6(a).

"Company Cure Period" has the meaning specified in Section 10.1(b)(i).

"Company Group Stock Plans" means the Company's 2010 Equity Incentive Plan, the Company's 2020 Equity Incentive Plan, the Lucid Global, Inc. 2015 Stock Option and Grant Plan, and the Mindsciences, Inc. Equity Compensation Plan.

"Company Intellectual Property" means all Owned Intellectual Property and all Intellectual Property used in or held for use in the conduct of the business of the Company and its Subsidiaries, as currently conducted.

"Company Option" has the meaning specified in Section 3.5(a).

"Company Preferred Stock" has the meaning specified in Section 4.6(a).

"Company Preferred Stock Conversion" has the meaning specified in Section 3.1(a).

"Company Representations" means the representations and warranties of the Company expressly and specifically set forth in Article IV of this Agreement, as qualified by the Company Schedules. For the avoidance of doubt, the Company Representations are solely made by the Company.

"Company Requisite Approval" has the meaning specified in Section 4.3(b).

"Company Schedules" means (a) the disclosure schedules of the Company delivered to Acquiror by the Company concurrently with entering into this Agreement and (b) the disclosure letter delivered to the Company in accordance with the doc.ai Acquisition Agreement and made available to Acquiror prior to the date of this Agreement.

"Company Software" means all Owned Company Software and all third party Software used in, held for use in, or necessary for the conduct of, the business of the Company and its Subsidiaries, as currently conducted.

"Company Stockholder" means the holder of either a share of Company Common Stock or a share of Company Preferred Stock.

"Company Support Agreements" has the meaning specified in Section 6.3.

"Company Warrant" has the meaning specified in Section 3.5(d).

"Confidential Data" means all data for which the Company is required by Law, Contract or privacy policy to keep confidential or private, including all such data transmitted to the Company by customers of the Company or Persons that interact with the Company.

"Confidentiality Agreement" has the meaning specified in Section 11.9.

"Contingent Options" has the meaning set forth in Section 3.5(b).

"Contracts" means any contract, agreement, undertaking, note, mortgage, indenture, arrangement subcontract, lease, sublease, license, sublicense, purchase order, or other obligation, in each case, including any amendment, modification and supplement thereto (other than any Company Benefit Plans).

"Convertible Notes" means those certain convertible promissory notes of the Company listed in Section 1.1(a) of the Company Schedules.

"Copyleft Terms" has the meaning specified in Section 4.11(h).

"COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions thereof or any other epidemics, pandemics or disease outbreaks.

"COVID-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester or any other Law, Governmental Order, Action, directive, guidelines or recommendations by any Governmental Authority in connection with or in response to COVID-19, including, but not limited to, the Coronavirus Aid, Relief, and Economic Security Act.

"Debt Payoff Letters" means any and all payoff letters, discharges, releases, and Liens discharges (or agreements therefor) with respect to Liens (other than Permitted Liens) that authorize the payee and its designees to file UCC termination statements as identified in Section 1.1(b) of the Company Schedules, in each case, with respect to, or in connection with, any derivative and structured product agreements or arrangements (including, without limitation, any hedging agreements or arrangements) and Indebtedness for borrowed money identified in Section 1.1(b) of the Company Schedules (the "Payoff Indebtedness"), that are duly executed by each creditor with respect thereto, each in form and substance reasonably satisfactory to Acquiror, in which the payee shall agree that upon payment of the amount specified in any such payoff letter, discharge, and/or release: (a) all outstanding obligations of the Company or its applicable Subsidiary arising under or related to the applicable Payoff Indebtedness shall be repaid, discharged and extinguished in full; (b) all Liens in connection therewith shall be released on the Closing Date upon receipt of the requisite payoff amounts; (c) the payee shall take all customary actions to evidence and record such discharge and release as promptly as practicable; and (d) the payee shall return to the Company or its applicable Subsidiary all instruments evidencing the applicable Payoff Indebtedness (including all notes) and all collateral including consisting of certificated securities securing the applicable Payoff Indebtedness.

"DGCL" has the meaning specified in the recitals hereto.

"Dissenting Shares" has the meaning specified in Section 3.10.

"doc.ai" means doc.ai Incorporated, a Delaware corporation.

"doc.ai Acquisition" means the acquisition of doc.ai by the Company in pursuant to the terms of the doc.ai Acquisition Agreement.

"doc.ai Acquisition Agreement" means that certain Agreement and Plan of Merger, dated as of January 25, 2021, by and among doc.ai, the Company and certain other parties thereto.

"DTC" has the meaning specified in Section 3.6(a).

"Earnout Escrow Account" has the meaning specified in Section 3.6(b)(i).

"Earnout Escrow Agent" has the meaning specified in Section 3.6(b)(i).

"Earnout Escrow Agreement" has the meaning specified in Section 3.6(b)(i).

"Earnout Ratio" means (a) 1,500,000, *divided by* (b) the total number of shares of Company Common Stock issued and outstanding as of immediately prior to the Effective Time (including (i) shares of Company Common Stock issued upon the conversion of Company Preferred Stock described in Section 3.1(a), including following the conversion of Convertible Notes immediately prior to the Company Preferred Stock Conversion as provided in the Company Support Agreements, and (ii) any shares of Company Common Stock issued or issuable upon the exercise of all Company Options and Company Warrants, in each case, on a net exercise basis).

"Earnout Shares" has the meaning set forth in Section 3.6(a).

"Effective Time" has the meaning specified in Section 2.1.

"Environmental Laws" means any and all applicable Laws and Permits relating to pollution, the environment (including natural resources), human health and safety, or Hazardous Materials.

"Equity Financing" means the aggregate amount of cash actually invested in (or contributed to) Acquiror by the Equity Investors pursuant to any Subscription Agreements.

"Equity Investor" has the meaning specified in the recitals hereto.

"Equity Value" means the sum of (a) $3,600,000,000 *less* (b) the amount by which (i) the Payoff Indebtedness outstanding immediately prior to Closing exceeds (ii) $65,000,000 *plus* (c) the amount by which (i) the outstanding liabilities and obligations of Acquiror with respect to the Transactions (including with respect to Outstanding Acquiror Expenses) at the Closing (but prior to repayment thereof at the Closing) exceeds (ii) $44,000,000 *plus* (d) if consummated prior to the Closing, the amount of the Strategic Financing *plus* (e) if the Company consummates the doc.ai Acquisition prior to the Closing, $192,500,000 *less* (f) $25,000,000. For the avoidance of doubt, the amount described in sub-clause (c) of this definition of Equity Value shall not be less than $0.

"ERISA" has the meaning specified in Section 4.14(a).

"ERISA Affiliate" has the meaning specified in Section 4.14(e).

"Exchange Act" means the Securities Exchange Act of 1934.

"Exchange Ratio" means the ratio determined by dividing (a) the Per Share Merger Consideration Value, *by* (b) the Closing Share Price.

"Financial Derivative/Hedging Arrangement" means any transaction (including an agreement with respect thereto) which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any combination of these transactions.

"Financial Statements" has the meaning specified in Section 4.7.

"Fraud" means an actual and intentional common law fraud (and not a constructive fraud, negligent misrepresentation or omission, or any form of fraud premised on recklessness or negligence), as finally determined by a court of competent jurisdiction, by (a) the Company with respect to the Company Representations and Warranties (as qualified by the Company Schedules), or (b) Acquiror or Merger Sub with respect to the Acquiror and Merger Sub Representations (as qualified by Acquiror and Merger Sub Schedules).

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governmental Authority" means any federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, arbitrator, court or tribunal.

"Governmental Order" means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

"Hazardous Material" means (a) any material or substance that is listed, regulated, or defined as "hazardous," "toxic," or "radioactive," or as a "waste," "pollutant" or "contaminant" (or words of similar intent or meaning), or (b) petroleum, petroleum by-products, petroleum breakdown products, asbestos, asbestos-containing material, polychlorinated biphenyls, flammable or explosive substances, mold, per- and polyfluoroalkyl substances or pesticides.

"Health Care Laws" means any law or any other requirement or restriction of any Governmental Authority, including any permit or similar right granted under any of the foregoing, related to the regulation of the healthcare industry, the regulation of healthcare professionals, or to payment for items or services rendered, provided, dispensed, or furnished by healthcare suppliers or providers (including, but not limited to, hospitals, skilled nursing facilities, nursing homes, hospices, long term facilities, nursing facilities, assisted living facilities, physicians and pharmacists). Health Care Laws specifically include, but are not limited to, 42 U.S.C. § 1320a-7b(b) (commonly called the Anti-Kickback Statute), and all same or similar state law counterparts; 42 U.S.C. § 1320a-7a (commonly called the Civil Monetary Penalty Statute), and all same or similar state law counterparts; 42 U.S.C. § 1395nn, and all same or similar state law counterparts; the Patient Protection and Affordable Care Act (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152); HIPAA; the federal Controlled Substances Act, 21 U.S.C. § 31, and all requirements to maintain Drug Enforcement Agency Registration and any and all same or similar state law counterparts; the federal Food, Drug and Cosmetics Act, and all same or similar state law counterparts; all laws relating to the practice of medicine, the corporate practice of medicine, and fee splitting; any and all applicable laws governing, regulating or pertaining to the payment for healthcare related items or services including HIPAA provisions relating to standard transactions and any and all same or similar laws; all laws and relating to any government healthcare program; and the regulations promulgated pursuant to all of the statutes and laws listed or referenced above.

"HIPAA" means the United State Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d through 1329d-8), as amended by the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5), and all applicable implementing regulations, including its implementing regulations codified at 45 C.F.R. Parts 160, 162, and 164.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder.

"Indebtedness" means, with respect to any Person, without duplication, any obligations (whether or not contingent) consisting of (a) the outstanding principal amount of and accrued and unpaid interest on, and other payment obligations for, borrowed money, or payment obligations issued or incurred in substitution or exchange for payment obligations for borrowed money, (b) amounts owing as deferred purchase price, including "earnout" payments, (c) obligations evidenced by any promissory note, bond, debenture, mortgage or other debt instrument or debt security, (d) obligations (contingent or otherwise) with respect to letters of credit, bankers' acceptance or similar facilities (in each case to the extent drawn), (e) obligations of a third party secured by (or for which the holder of such payment obligations has an existing right, contingent or otherwise, to be secured by) any Lien, other than a Permitted Lien, on assets or properties of such Person, whether or not the obligations secured thereby have been assumed, (f) obligations under capitalized leases, (g) obligations under any Financial Derivative/Hedging Arrangement, (h) guarantees, make-whole agreements, hold harmless agreements or other similar arrangements with respect to any amounts of a type described in clauses (a) through (g) above and (i) with respect to each of the foregoing, any unpaid interest, breakage costs, prepayment or redemption penalties or premiums, or other unpaid fees or obligations; provided, however, that Indebtedness shall not include accounts payable to trade creditors and accrued expenses arising in the ordinary course of business.

"Intellectual Property" means any and all intellectual property or other similar proprietary rights in any jurisdiction throughout the world, whether or not registered including all: (a) patents, patent applications, patentable inventions and other patent rights (including any divisionals, continuations, continuations-in-part, reissues and reexaminations thereof) (collectively, "Patents"); (b) trademarks, service marks, trade dress, trade names, taglines, social media identifiers, brand names, logos, slogans, corporate names and other source identifiers, all goodwill related thereto and all applications, registrations, and renewals in connection therewith; (c) copyrights, copyrightable works and other works of authorship, including designs and rights in content, and all applications, registrations, and renewals in connection therewith and all moral rights associated therefore; (d) internet domain names; (e) trade secrets, confidential information, other proprietary information, including but not limited to know-how, unpatented inventions, technology, processes, procedures, database rights, source code and algorithms, in each case that derive independent economic value from not being generally known by the public and not being readily ascertainable by other Persons (collectively, "Trade Secrets") and (f) rights in Software.

"Intended Tax Treatment" has the meaning specified in the recitals hereto.

"Interim Period" has the meaning specified in Section 6.1.

"International Trade Laws" means any Law relating to international trade, including: (a) import laws and regulations administered by U.S. Customs and Border Protection; (b) export control regulations issued by the U.S. Department of State pursuant to the International Traffic in Arms Regulations (22 C.F.R. 120 et seq.) and/or the U.S. Department of Commerce pursuant to the Export Administration Regulations (15 C.F.R. 730 et seq.); (c) sanctions laws and regulations as administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (31 C.F.R. Part 500 et seq.) or the U.S. Department of State; and (d) U.S. anti-boycott laws and requirements (Section 999 of the US Internal Revenue Code of 1986, as amended, or related provisions, or under the Export Administration Act, as amended, 50 U.S.C. App. Section 2407 et seq.).

"IT Systems" means the Software, mobile applications, systems, servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology and telecommunications assets, systems, and equipment, and all associated documentation, in each case, owned or used, held for use, leased, outsourced or licensed or controlled by or for the Company or any of its Subsidiaries for use in the conduct of its business as it is currently conducted.

"JOBS Act" has the meaning specified in Section 7.13.

"Law" means any statute, law, ordinance, rule, regulation or Governmental Order, in each case, of any Governmental Authority.

"Leased Real Property" means all real property leased, subleased, licensed or otherwise occupied by the Company or any of its Subsidiaries.

"Letter of Transmittal" has the meaning specified in Section 3.3(a).

"Lien" means any mortgage, deed of trust, pledge, hypothecation, easement, right of way, purchase option, right of first refusal, license, covenant, restriction, security interest, title defect, encroachment or other survey defect, or other lien or encumbrance of any kind, except for any restrictions arising under any applicable Securities Laws.

"Lock-Up Agreements" has the meaning specified in the recitals hereto.

"Lock-Up Stockholders" means the Persons identified in Section 1.1(c) of the Company Schedules.

"Material Adverse Effect" means any change, circumstance, condition, development, effect, event, occurrence or state of facts (each, an "Effect") that has a material adverse effect on: (a) the assets, business, results of operations or condition (financial or otherwise) of the Company; provided, however, that in no event would any of the following (or the effect of any of the following), alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "Material Adverse Effect": (i) any change in applicable Laws or GAAP after the date hereof or any official interpretation thereof, (ii) any change in interest rates or economic, political, business, financial, commodity, currency or market conditions generally, (iii) the announcement or the execution of this Agreement, the pendency or consummation of the Merger or the performance of this Agreement, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, licensors, distributors, partners, providers and employees (provided, that the exceptions in this clause (iii) shall not be deemed to apply to references to "Material Adverse Effect" in the representations and warranties set forth in Section 4.4 and, to the extent related thereto, the condition in Section 9.2(a)), (iv) any change generally affecting any of the industries or markets in which the Company operates or the economy as a whole, (v) the taking of any action required by this Agreement (provided, that the exceptions in this clause (v) shall not be deemed to apply to references to "Material Adverse Effect" in the representations and warranties set forth in Section 4.4 and, to the extent related thereto, the condition in Section 9.2(a)), (vi) any earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire or other natural disaster, pandemic, weather condition, explosion fire, act of God or other force majeure event, including, for the avoidance of doubt, COVID-19 and any COVID-19 Measures, (vii) any national or international political or social conditions in countries in which, or in the proximate geographic region of which, the Company operates, including the engagement by the United States or such other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military or terrorist attack (including any internet or "cyber" attack or hacking) upon the United States or such other country, or any territories, possessions, or diplomatic or consular offices of the United States or such other countries or upon any United States or such other country military installation, equipment or personnel, or (viii) any failure of the Company to meet any projections, forecasts or budgets; provided, that clause (viii) shall not prevent or otherwise affect a determination that any Effect underlying such failure to meet projections or forecasts has resulted in, or contributed to, or would reasonably be expected to result in or contribute to, a Material Adverse Effect (to the extent such Effect is not otherwise excluded from this definition of Material Adverse Effect), or (ix) any actions taken, or failures to take action, or such other changes or events, in each case, which Acquiror has requested or to which it has consented expressly in writing (following disclosure by the Company of all relevant facts and circumstances), except in the case of clause (i), (ii), (iii), (iv), (vi) and (vii) to the extent that such Effect has a disproportionate impact on the Company as compared to other industry participants; or (b) the ability of the Company to consummate the Transactions.

"Material Contracts" has the meaning specified in Section 4.13(a).

"Material Permits" has the meaning specified in Section 4.24.

"Merger" has the meaning specified in the recitals hereto.

"Merger Sub" has the meaning specified in the preamble hereto.

"Multiemployer Plan" has the meaning specified in Section 4.14(e).

"Named Parties" means (a) with respect to this Agreement, the Company, Acquiror and Merger Sub (and their permitted successors and assigns), and (b) with respect to any Ancillary Agreement, the parties named in the preamble thereto (and their permitted successors and assigns), and "Named Party" means any of them.

"Nasdaq" means The Nasdaq Stock Market LLC.

"Non-Redeeming Stockholders" has the meaning specified in the recitals hereto.

"Non-Redemption Agreements" has the meaning specified in the recitals hereto.

"Non-U.S. Plan" has the meaning specified in Section 4.14(a).

"Offer" has the meaning specified in the recitals hereto.

"Open Source Materials" has the meaning specified in Section 4.11(g).

"Original Option Terms" has the meaning specified in Section 3.5(a).

"Outstanding Acquiror Expenses" has the meaning specified in Section 3.9(b).

"Outstanding Company Expenses" has the meaning specified in Section 3.9(a).

"Owned Company Software" means all Software owned or purported to be owned, in whole or in part, by the Company or any of its Subsidiaries.

"Owned Intellectual Property" means all Intellectual Property owned or purported to be owned, in whole or in part, by the Company or any of its Subsidiaries and includes the Owned Company Software.

"Payoff Indebtedness" has the meaning set forth in the definition of "Debt Payoff Letters".

"Per Share Merger Consideration" means with respect to any share of Company Common Stock issued and outstanding immediately prior to the Effective Time, a number of shares of PubCo Common Stock equal to the Exchange Ratio.

"Per Share Merger Consideration Value" means (a) the Equity Value *divided by* (b) the total number of shares of Company Common Stock issued and outstanding as of immediately prior to the Effective Time (including (i) shares of Company Common Stock issued upon the conversion of Company Preferred Stock described in Section 3.1(a), including following the conversion of Convertible Notes immediately prior to the Company Preferred Stock Conversion as provided in the Company Support Agreements, (ii) the total number of shares of Series D Preferred issued and outstanding as of immediately prior to the Effective Time and (iii) any shares of Company Common Stock issued or issuable upon the exercise of all Company Options and Company Warrants, in each case, on a net exercise basis).

"Permits" means all permits, licenses, certificates of authority, authorizations, approvals, registrations and other similar consents issued by or obtained from a Governmental Authority.

"Permitted Liens" means (a) statutory or common law Liens of mechanics, materialmen, warehousemen, landlords, carriers, repairmen, construction contractors and other similar Liens that arise in the ordinary course of business and that relate to amounts not yet delinquent or that are being contested in good faith through appropriate proceedings and appropriate reserves for the amount being contested have been established in accordance with GAAP, (b) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business, (c) Liens for Taxes not yet due and payable or that are being contested in good faith through appropriate proceedings and appropriate reserves for the amount being contested have been established in accordance with GAAP, (d) non-monetary Liens, encumbrances and restrictions on real property (including easements, covenants, rights of way and similar restrictions of record) that do not materially interfere with the current use or occupancy of such real property, (e) non-exclusive licenses of Owned Intellectual Property entered into in the ordinary course of business, (f) Liens that secure obligations that are reflected as liabilities on the balance sheets included in the Financial Statements or Liens the existence of which is referred to in the notes to the balance sheets included in the Financial Statements, (g) in the case of Leased Real Property, matters that would be disclosed by an accurate survey or inspection of such Leased Real Property, which do not materially interfere with the current use or occupancy of any Leased Real Property, (h) requirements and restrictions of zoning, building and other applicable Laws and municipal by-laws, and development, site plan, subdivision or other agreements with municipalities, which do not materially interfere with the current use or occupancy of any Leased Real Property and which are not violated in any material respects, (i) statutory Liens of landlords for amounts that (A) are not due and payable, (B) are being contested in good faith by appropriate proceedings and either are not material or appropriate reserves for the amount being contested have been established in accordance with GAAP or (C) may thereafter be paid without penalty and (j) Liens described in Section 1.1(d) of the Company Schedules.

"Person" means any individual, firm, corporation, partnership (limited or general), limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

"Personal Information" means any information that: (a) specifically identifies, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, any particular individual or household; or (b) relates to an individual who can be identified, directly or indirectly, from that information.

"PHI" means Protected Health Information (as defined in 45 C.F.R. § 160.103).

"Pre-Closing Return" has the meaning specified in Section 8.3(d).

"Pre-Closing Tax Period" shall mean all taxable years or other taxable periods that end on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date.

"Privacy and Security Requirements" means, to the extent applicable to the Company, (a) any Laws relating to privacy and data security, including laws regulating the Processing of Protected Data; (b) the Payment Card Industry Data Security Standard issued by the PCI Security Standards Council, as it may be amended from time to time ("PCI DSS"); (c) all Contracts between the Company and any Person that pertain to the PCI DSS, privacy, data security and/or the Processing of Protected Data; and (d) all internal or external policies and procedures applicable to the Company relating to the PCI DSS, privacy, data security and/or the Processing of Protected Data, including all website and mobile application privacy policies and internal information security policies and procedures.

"Processing" means creation, collection, use (including for the purposes of sending telephone calls, text messages and emails), storage, maintenance, processing, recording, distribution, transfer (including any transfer across national borders), transmission, receipt, import, export, protection, safeguarding, access, deletion, disposal or disclosure or other activity regarding data (whether electronically or in any other form or medium).

"Proposals" has the meaning specified in Section 8.2(c).

"Protected Data" means Personal Information, PHI, and Confidential Data.

"Proxy Statement" means the proxy statement filed by Acquiror as part of the Registration Statement with respect to the Special Meeting for the purpose of soliciting proxies from Acquiror Stockholders to approve the Proposals (which shall contain the Offer).

"PubCo" has the meaning specified in the recitals hereto.

"PubCo Board" means the board of directors of PubCo.

"PubCo Bylaws" has the meaning specified in the recitals hereto.

"PubCo Charter" has the meaning specified in the recitals hereto.

"PubCo Common Stock" means PubCo Common Stock, par value $0.0001 per share, entitling the holder of each such share to one (1) vote per share.

"PubCo Preferred Stock" the preferred stock of PubCo having rights, preferences, privileges, restrictions and other matters specified in the transaction documents related to the Strategic Financing, including the Strategic Investor LOI.

"Real Estate Lease Documents" has the meaning specified in Section 4.19(b).

"Redeeming Stockholder" means an Acquiror Stockholder who demands that Acquiror redeem its Acquiror Class A Common Stock for cash in connection with the Offer and in accordance with the Acquiror Organizational Documents.

"Registered Intellectual Property" has the meaning specified in Section 4.11(a).

"Registration Rights Agreement" has the meaning specified in the recitals hereto.

"Registration Statement" has the meaning specified in Section 8.2(a).

"Release Notice" has the meaning specified in Section 3.6(b)(ii).

"Representative" means, as to any Person, any of the officers, directors, managers, employees, agents, counsel, accountants, financial advisors, lenders, debt financing sources and consultants of such Person.

"Retained Agents" has the meaning specified in Section 11.16(a).

"Schedules" means the Acquiror and Merger Sub Schedules and the Company Schedules.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933.

"Securities Laws" means the securities laws of any state, federal or foreign entity and the rules and regulations promulgated thereunder.

"Series A Preferred" has the meaning specified in Section 4.6(a).

"Series B Preferred" has the meaning specified in Section 4.6(a).

"Series B-1 Preferred" has the meaning specified in Section 4.6(a).

"Series B-2 Preferred" has the meaning specified in Section 4.6(a).

"Series B-3 Preferred" has the meaning specified in Section 4.6(a).

"Series B-4 Preferred" has the meaning specified in Section 4.6(a).

"Series C Preferred" has the meaning specified in Section 4.6(a).

"Series D Preferred" means the Series D preferred stock of the Company having rights, preferences, privileges, restrictions and other matters specified in the transaction documents related to the Strategic Financing, including the Strategic Investor LOI.

"Software" means any and all (a) computer programs and applications, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow charts and other documentation used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (d) all documentation including user manuals and other training documentation relating to any of the foregoing.

"Special Meeting" means a meeting of the holders of Acquiror Class A Common Stock to be held for the purpose of approving the Proposals.

"Specified Noteholders" means holders of Convertible Notes that have executed a Company Support Agreement.

"Specified Warrantholders" means holders of Company Warrants that have executed a Company Support Agreement.

"Sponsor" means Falcon Equity Investors LLC, a Delaware limited liability company.

"Sponsor Agreement" has the meaning specified in the recitals hereto.

"Sponsor Earnout Shares" has the meaning specified in Section 3.6(a).

"Sponsor Stock Conversion" has the meaning specified in Section 3.1(b).

"Stock Electing Share" has the meaning specified in Section 3.1(c)(ii).

"Stock Election" has the meaning specified in Section 3.1(c)(ii).

"Stock Issuance Proposal" has the meaning specified in Section 8.2(c).

"Stockholder Earnout Group" has the meaning specified in Section 3.6(a).

"Stockholder Earnout Shares" has the meaning specified in Section 3.6(a).

"Stockholder Representative" has the meaning specified in Section 11.16(a).

"Straddle Period" means any taxable year or period beginning on or before and ending after the Closing Date.

"Strategic Financing" has the meaning specified in the recitals hereto.

"Strategic Investor" means Anthem, Inc.

"Strategic Investor LOI" has the meaning specified in the recitals hereto.

"Subscription Agreement" has the meaning specified in the recitals hereto.

"Subsidiary" means, with respect to a Person, any other Person, of which (a) an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, fifty percent (50%) or more of the equity interests of which) is owned directly or indirectly by such first Person or (b) such Persons controls any other Person. For the purposes hereof, the term Subsidiary shall include all Subsidiaries of such Subsidiary. For purposes of the representations and warranties of the Company in Article IV, the term Subsidiaries shall include doc.ai (but each such representation and warranty, other than those set forth in the first sentence of Section 4.6(f), shall be deemed to be qualified by "to the knowledge of the Company").

"Surviving Company" has the meaning specified in the recitals hereto.

"Surviving Company Bylaws" means the form of bylaws set forth on Exhibit F.

"Surviving Company Charter" means the form of amended and restated certificate of incorporation set forth on Exhibit G.

"Surviving Provisions" has the meaning specified in Section 10.2.

"Tax" means any U.S. federal, state, local, provincial, territorial, foreign and other net income, alternative or add-on minimum, franchise, gross income, adjusted gross income or gross receipts, employment, withholding, payroll, ad valorem, transfer, franchise, license, excise, severance, stamp, occupation, premium, personal property, real property, capital stock, profits, disability, registration, value added, estimated, customs duties, escheat, sales, use, or other tax, governmental fee or other like assessment, charges, duties, fees, levies, or other governmental charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), together with any deficiency assessments, interest, penalty, addition to tax or additional amount imposed with respect thereto by a Governmental Authority and shall include any liability for such amounts as a result of (a) being a transferee or successor or member of a combined, consolidated, unitary or affiliated group, or (b) a contractual obligation to indemnify any Person (other than any commercial Contract the principal purpose of which is not Taxes).

"Tax Return" means any return, report, statement, refund, claim, declaration, information return, statement, estimate, elections, disclosures, or other document filed or required to be filed with a Governmental Authority respect to Taxes, including any schedule or attachment thereto and including any amendments thereof.

"Terminating Acquiror Breach" has the meaning specified in Section 10.1(c)(i).

"Terminating Company Breach" has the meaning specified in Section 10.1(b)(i).

"Termination Date" has the meaning specified in Section 10.1(b)(ii).

"Transaction Proposal" has the meaning specified in Section 8.2(c).

"Transactions" means the transactions contemplated by this Agreement to occur at or prior to the Closing on the Closing Date, including the Merger.

"Treasury Regulations" means the regulations promulgated under the Code.

"Trust Account" has the meaning specified in Section 5.8.

"Trust Agreement" has the meaning specified in Section 5.8.

"Trustee" has the meaning specified in Section 5.8.

"Unaudited Financial Statements" has the meaning specified in Section 4.7.

"VWAP" means, for any security as of any date(s), the dollar volume-weighted average price for such security on the principal securities exchange or securities market on which such security is then traded during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its "HP" function (set to weighted average) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group Inc. If the VWAP cannot be calculated for such security on such date(s) on any of the foregoing bases, the VWAP of such security on such date(s) shall be the fair market value per share on such date(s) as reasonably determined by the Acquiror.

"Willful Breach" means, with respect to any agreement, a party's knowing and intentional material breach of any of its representations or warranties as set forth in such agreement, or such party's material breach of any of its covenants or other agreements set forth in such agreement, which material breach constitutes, or is a consequence of, a purposeful act or failure to act by such party with the knowledge that the taking of such act or failure to take such act would cause a material breach of such agreement.

1.2 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (iv) the terms "Article", "Section", "Schedule", "Exhibit" and "Annex" refer to the specified Article, Section, Schedule, Exhibit or Annex of or to this Agreement unless otherwise specified, (v) the word "including" shall mean "including without limitation" and (vi) the word "or" shall be disjunctive but not exclusive.

(b) When used herein, “ordinary course of business” means an action taken, or omitted to be taken, in the ordinary and usual course of the Company’s or the Acquiror’s business, as applicable, consistent with past practice (including, for the avoidance of doubt, recent past practice in light of COVID-19).

(c) Any reference in this Agreement to “PubCo” shall also mean Acquiror to the extent the matter relates to the pre-Closing period and any reference to “Acquiror” shall also mean “PubCo” to the extent the matter relates to the post-Closing period (including, for the purposes of this Section 1.2(c), the Effective Time).

(d) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(e) Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(f) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

(g) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(h) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(i) The phrases “delivered,” “provided to,” “furnished to,” “made available” and phrases of similar import when used herein, unless the context otherwise requires, means that a copy of the information or material referred to has been (i) provided no later than one calendar day prior to the date of this Agreement to the party to which such information or material is to be provided or furnished (A) in the virtual “data room” set up by the Company in connection with this Agreement or (B) by delivery to such party or its legal counsel via electronic mail or hard copy form, or (ii) with respect to Acquiror, filed with the SEC by Acquiror on or prior to the date hereof.

1.3 Knowledge. As used herein, the phrase “to the knowledge” shall mean the actual knowledge of, in the case of the Company, the persons listed in Section 1.1(e) of the Company Schedules, and, in the case of Acquiror, the persons listed in Section 1.1(a) of the Acquiror Schedules.

ARTICLE II
THE MERGER; CLOSING

2.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company, with the Company being the Surviving Company following the Merger and the separate corporate existence of Merger Sub shall cease. The Merger shall be consummated in accordance with this Agreement and the DGCL and evidenced by a certificate of merger between Merger Sub and the Company (the "Certificate of Merger"), such Merger to be consummated immediately upon filing of the Certificate of Merger or at such later time as may be agreed by Acquiror and the Company in writing and specified in the Certificate of Merger (the "Effective Time").

2.2 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and the DGCL. Without limiting the generality of the foregoing and subject thereto, by virtue of the Merger and without further act or deed, at the Effective Time, all of the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Company and all of the debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Company.

2.3 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") shall take place electronically through the exchange of documents via e-mail or facsimile on the date which is three Business Days after the date on which all conditions set forth in Article IX shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof) or such other time and place as Acquiror and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to in this Agreement as the "Closing Date." Subject to the satisfaction or waiver of all of the conditions set forth in Article IX of this Agreement, and provided this Agreement has not theretofore been terminated pursuant to its terms, on the Closing Date, the Company and Merger Sub shall cause the Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Sections 251 and 103 of the DGCL.

2.4 Organizational Documents of PubCo and the Surviving Company.

(a) At the Closing and immediately prior to the Effective Time, the Certificate of Incorporation and the bylaws of Acquiror shall be amended and restated in their entireties to be the PubCo Charter and the PubCo Bylaws, respectively, until thereafter supplemented or amended in accordance with their terms and the DGCL.

(b) At the Effective Time by virtue of the Merger, the Company Certificate of Incorporation and the bylaws of the Company, as in effect immediately prior to the Effective Time, shall be amended and restated in their entireties to be the Surviving Company Charter and the Surviving Company Bylaws, respectively, until thereafter supplemented or amended in accordance with their terms and the DGCL.

2.5 Directors and Officers of PubCo and the Surviving Company.

(a) Except as otherwise agreed in writing by the Company and Acquiror prior to the Closing, and conditioned upon the occurrence of the Closing, subject to any limitation with respect to any specific individual imposed under applicable Laws and the listing requirements of Nasdaq, Acquiror shall take all actions necessary or appropriate (including securing resignations or removals and making such appointments as are necessary) to cause, effective as of the Closing, the PubCo Board to consist of nine directors who shall be designated in accordance with Section 2.5(a) of the Company Schedules. On the Closing Date, Acquiror shall enter into customary indemnification agreements reasonably satisfactory to the Company with such individuals elected as members of the PubCo Board as of the Closing, which indemnification agreements shall continue to be effective immediately following the Closing.

(b) Except as otherwise agreed in writing by the Company and Acquiror prior to the Closing, and conditioned upon the occurrence of the Closing, Acquiror shall take all actions necessary or appropriate (including securing resignations or removals and making such appointments as are necessary) to cause the Persons constituting the officers of the Company immediately prior to the Effective Time to be the officers of PubCo (and holding the same titles as held at the Company) until the earlier of their resignation or removal or until their respective successors are duly appointed.

(c) The Company shall take all necessary action prior to the Effective Time such that (i) each director of the Company in office immediately prior to the Effective Time shall cease to be a director immediately following the Effective Time (including by causing each such director to tender an irrevocable resignation as a director, effective as of the Effective Time) and (ii) certain directors or officers of the Company, determined by the Company and communicated in writing to Acquiror prior to the Closing Date, shall be appointed to the Board of Directors of the Surviving Company, effective as of immediately following the Effective Time, and, as of such time, shall be the only directors of the Surviving Company (including by causing the Company Board to adopt resolutions prior to the Effective Time that expand or decrease the size of the Company Board, as necessary, and appoint such Persons to the vacancies resulting from the incumbent directors' respective resignations or, if applicable, the newly created directorships upon any expansion of the size of the Company Board). Each Person appointed as a director of the Surviving Company pursuant to the preceding sentence shall remain in office as a director of the Surviving Company until the earlier of their resignation or removal or until their respective successors are duly appointed.

(d) The Persons constituting the officers of the Company immediately prior to the Effective Time shall continue to be the officers of the Surviving Company (and holding the same titles as held at the Company) until the earlier of their resignation or removal or until their respective successors are duly appointed.

ARTICLE III
EFFECTS OF THE MERGER

3.1 Effect on Capital Stock. Subject to the provisions of this Agreement:

(a) immediately prior to the Effective Time, each share of Company Preferred Stock (including shares of Company Preferred Stock issued upon the conversion of Convertible Notes immediately prior to the Company Preferred Stock Conversion as provided in the Company Support Agreements) other than Series D Preferred that is issued and outstanding as of such time shall automatically convert into one (1) share of Company Common Stock (collectively, the "Company Preferred Stock Conversion"). All of the shares of Company Preferred Stock converted into shares of Company Common Stock shall no longer be outstanding and shall cease to exist, and each holder of Company Preferred Stock shall thereafter cease to have any rights with respect to such securities;

(b) immediately prior to the Effective Time, each share of Acquiror Class B Common Stock that is issued and outstanding as of such time shall automatically convert in accordance with the terms of the Certificate of Incorporation into one (1) share of Acquiror Class A Common Stock (the "Sponsor Stock Conversion"). All of the shares of Acquiror Class B Common Stock converted into shares of Acquiror Class A Common Stock shall no longer be outstanding and shall cease to exist, and each holder of Acquiror Class B Common Stock shall thereafter cease to have any rights with respect to such securities;

(c) at the Effective Time, by virtue of the Merger and without any action on the part of any Company Stockholder, subject to and in consideration of the terms and conditions set forth herein (including delivery of the release contemplated by Section 3.3(a)(ii)), each share of Company Common Stock that is issued and outstanding immediately prior to the Effective Time (other than the Dissenting Shares), shall be converted into the right to receive the following:

(i) the holder of such share shall be deemed to have made a proper election to receive cash (a "Cash Election") (A) if such Company Stockholder holds a number of shares of Company Common Stock that represents 7.75% or more of such holder's Aggregate Equity, with respect to a number of shares of Company Common Stock equal to 7.75% of such holder's Aggregate Equity, and (B) if such Company Stockholder holds a number of shares of Company Common Stock that represents less than 7.75% of such holder's Aggregate Equity, with respect to all of such Company Stockholder's Company Common Stock (each such share, a "Cash Electing Share"), an amount in cash for such Cash Electing Share, without interest, equal to the Per Share Merger Consideration Value, except that if (A) the sum of the aggregate number of Dissenting Shares and the aggregate number of Cash Electing Shares, *multiplied by* (B) the Per Share Merger Consideration Value (such product, the "Aggregate Cash Election Amount") exceeds the Cash Consideration, then each Cash Electing Share shall be converted into the right to receive (x) an amount in cash, without interest, equal to the product of (1) the Per Share Merger Consideration Value and (2) a fraction, the numerator of which shall be the Cash Consideration and the denominator of which shall be the Aggregate Cash Election Amount (such fraction, the "Cash Fraction") and (y) a number of validly issued, fully paid and nonassessable shares of PubCo Common Stock equal to the product of (1) the Per Share Merger Consideration Value and (2) one minus the Cash Fraction;

(ii) the holder of such share shall be deemed to have made a proper election to receive shares of PubCo Common Stock (a "Stock Election") with respect to any shares of Company Common Stock that are not Cash Electing Shares (each such share, a "Stock Electing Share"), the applicable Per Share Merger Consideration; and

(iii) if the Cash Consideration Excess is greater than zero, then the amount of such Cash Consideration Excess shall remain at the Company.

All of the shares of Company Common Stock converted into the right to receive consideration as described in this Section 3.1(c) shall no longer be outstanding and shall cease to exist, and each holder of Company Common Stock shall thereafter cease to have any rights with respect to such securities, except the right to receive the applicable consideration described in this Section 3.1(c) into which such share of Company Common Stock shall have been converted into in the Merger. The Company shall also make all computations contemplated by this Section 3.1(c), in consultation with Acquiror;

(d) at the Effective Time, by virtue of the Merger and without any action on the part of any Company Stockholder, subject to and in consideration of the terms and conditions set forth herein and in the transaction documents with respect to the Strategic Financing, including the Strategic Investor LOI, each share of Series D Preferred that is issued and outstanding immediately prior to the Effective Time, shall be converted into the right to receive a number of shares of PubCo Preferred Stock equal to the Exchange Ratio;

(e) at the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of common stock, par value $0.001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall thereupon be converted into and become one validly issued fully paid and non-assessable share of common stock, par value $0.001 per share, of the Surviving Company and all such shares shall constitute the only outstanding shares of capital stock of the Surviving Company as of immediately following the Effective Time; and

(f) at the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of Company Capital Stock held in the treasury of the Company immediately prior to the Effective Time shall be cancelled and no payment or distribution shall be made with respect thereto.

3.2 Equitable Adjustments. If, between the date of this Agreement and the Closing, the outstanding shares of Company Common Stock, shares of Company Preferred Stock or shares of Acquiror Common Stock shall have been changed into a different number of shares or a different class, by reason of any stock dividend, subdivision, reclassification, reorganization, recapitalization, split, combination or exchange of shares, or any similar event shall have occurred, or if there shall have been any breach of Section 5.15(a) of this Agreement by Acquiror with respect to the number of its issued and outstanding shares of Acquiror Common Stock (or any other issued and outstanding equity security interests in Acquiror) or rights to acquire Acquiror Common Stock (or any other equity security interests in Acquiror), then any number, value (including dollar value) or amount contained herein which is based upon the number of shares of Company Common Stock, shares of Company Preferred Stock or shares of Acquiror Common Stock (or any other equity security interests in Acquiror), as applicable, will be appropriately adjusted to provide to the holders of Company Common Stock, the holders of shares of Company Preferred Stock or the holders of Acquiror Common Stock, as applicable, the same economic effect as contemplated by this Agreement prior to such event; provided, however, that this Section 3.2 shall not be construed to permit Acquiror, the Company or Merger Sub to take any action with respect to their respective securities that is prohibited by the terms and conditions of this Agreement.

3.3 Delivery of Merger Consideration.

(a) As promptly as reasonably practicable following the Closing Date, Acquiror shall cause to be mailed to each Specified Noteholder, each Specified Warrantholder, each holder of record of Company Common Stock and each holder of Company Preferred Stock at the address provided to Acquiror by the Company, a letter of transmittal (the "Letter of Transmittal"), which shall (i) have customary representations and warranties as to title, authorization, execution and delivery, (ii) have a customary release of all claims against PubCo and the Company arising out of or related to such holder's ownership of shares of Company Common Stock, Company Preferred Stock, Convertible Notes or Company Warrants (including, an acknowledgement that, by making a Cash Election, such stockholder waives any and all rights to receive Earnout Shares with respect to each Cash Electing Share), (iii) include the agreement of such stockholder to the appointment of Colin Daniel as the Stockholder Representative and his, her or its representative, attorney-in-fact and agent and to the other terms, conditions and provisions of Section 11.16, (iv) include the agreement of such stockholder that by making a Stock Election, such stockholder agrees that any shares of PubCo Common Stock (including Earnout Shares) shall not be transferred by such stockholder for a period of 180 days commencing on the Closing Date, and (v) specify that delivery shall be effected, and risk of loss and title to the shares of Company Common Stock shall pass, only upon delivery of the shares of Company Common Stock to Acquiror (including all certificates representing shares of Company Common Stock (each, a "Company Certificate" and, collectively, the "Company Certificates"), to the extent such shares of Company Common Stock are certificated), together with instructions thereto.

(b) Upon the receipt of a Letter of Transmittal (accompanied with all Company Certificates representing shares of Company Common Stock, to the extent such shares of Company Common Stock are certificated) duly, completely and validly executed in accordance with the instructions thereto, and such other documents as may reasonably be required by Acquiror, the holder of such shares of Company Common Stock shall be entitled to receive in exchange therefor, and conditioned upon the occurrence of the Closing, the consideration described in Section 3.1(c) into which such shares of Company Common Stock (including shares of Company Common Stock issued upon the conversion of Company Preferred Stock described in Section 3.1(a), including following the conversion of Convertible Notes immediately prior to the Company Preferred Stock Conversion as provided in the Company Support Agreements) have been converted pursuant to Section 3.1(c). Until surrendered as contemplated by this Section 3.3(b) together with the delivery of a duly, completely and validly executed Letter of Transmittal, each share of Company Common Stock shall be deemed at any time from and after the Effective Time to represent only the right to receive upon such surrender the consideration described in Section 3.1(c) which the holders of shares of Company Common Stock were entitled to receive in respect of such shares pursuant to this Section 3.3(b).

3.4 Lost Certificate. In the event any Company Certificate has been lost, stolen or destroyed, upon the delivery of a duly, completely and validly executed Letter of Transmittal with respect to the shares formerly represented by such Company Certificate, the making of an affidavit of that fact by the Person claiming such Company Certificate to be lost, stolen or destroyed and, if required by Acquiror, the provision by such Person of a customary indemnity against any claim that may be made against Acquiror with respect to such Company Certificate, Acquiror shall issue or pay in exchange for such lost, stolen or destroyed Company Certificate the consideration issuable or payable in respect thereof as determined in accordance with this Article III.

3.5 Treatment of Company Options and Company Warrants.

(a) Effective as of the Effective Time, each option to purchase shares of the Company Common Stock (a "Company Option") granted under any Company Group Stock Plan that is outstanding and unexercised immediately prior to the Effective Time, whether or not then vested or exercisable, shall be assumed by PubCo and shall be converted into a stock option (a "Closing PubCo Option") to acquire shares of PubCo Common Stock in accordance with this Section 3.5(a). Each such Closing PubCo Option as so assumed and converted shall continue to have, and shall be subject to, the same terms and conditions (the "Original Option Terms") as applied to the Company Option immediately prior to the Effective Time (but taking into account any changes thereto provided for in the applicable Company Group Stock Plan, in any award agreement or in such Company Option by reason of this Agreement or the Transactions). As of the Effective Time, each such Closing PubCo Option as so assumed and converted shall be for that number of shares of PubCo Common Stock determined by multiplying the number of shares of the Company Common Stock subject to such Company Option immediately prior to the Effective Time by the Exchange Ratio, which product shall be rounded down to the nearest whole number of shares, at a per share exercise price determined by dividing the per share exercise price of such Company Option immediately prior to the Effective Time by the Exchange Ratio, which quotient shall be rounded down to the nearest whole cent. The Company shall terminate the Company Group Stock Plans as of the Effective Time. As of the Effective Time, all Company Options shall no longer be outstanding and each holder of Closing PubCo Options shall cease to have any rights with respect to such Company Options, except as set forth in this Section 3.5.

(b) As of the Effective Time, each holder of Company Options entitled to receive Closing PubCo Options pursuant to Section 3.5(a) shall also receive an additional number of stock options to acquire shares of PubCo Common Stock (each, a "Contingent Option") equal to the product of (i) the number of Company Options held by such holder, and (ii) Earnout Ratio, which product shall be rounded down to the nearest whole number of shares. Each Contingent Option shall have the same per share exercise price as each Closing PubCo Option, and shall, except as set forth in this Section 3.5(b), be subject to the Original Option Terms. Each Contingent Option shall become vested and exercisable on the later of the date set forth in the Original Option Terms and the following applicable date, provided that the holder of the Contingent Option remains employed by PubCo or a Subsidiary of PubCo through such date: (A) as to one half of the Contingent Options, the date of the release of Stockholder Earnout Shares pursuant to Section 3.6(c)(i); and (B) as to the remaining half of the Contingent Options, the date of the release of Stockholder Earnout Shares pursuant to Section 3.6(c)(ii). Any Contingent Options that have not vested and become exercisable on the fifth anniversary of the Closing Date shall automatically be cancelled and terminate on the day following such fifth anniversary and the holder thereof shall have no rights with respect to such Contingent Options thereafter. Notwithstanding anything to the contrary, if a Contingent Option is forfeited because a holder of the Contingent Option does not remain employed by, or in the service of, PubCo or a Subsidiary of PubCo through an applicable vesting date, the shares of PubCo Common Stock underlying such Contingent Option shall revert back to the Earnout Escrow Account for release, if applicable, to the Stockholder Earnout Group.

(c) The Company shall take all commercially reasonable actions to effect the treatment of Company Options as set forth in this Agreement and in accordance with the Company Group Stock Plans and the applicable award agreements and to ensure that no Closing PubCo Option may be exercised prior to the effective date of an applicable Form S-8 (or other applicable form, including Form S-1 or Form S-3) of PubCo. The Company Board shall amend the Company Group Stock Plans and take all other necessary actions, effective as of immediately prior to and contingent upon the Closing, in order to (i) cancel the remaining unallocated share reserve under the Company Group Stock Plans and provide that shares in respect of any awards granted under the Company Group Stock Plans that for any reason become re-eligible for future issuance, shall be cancelled, and (ii) provide that no new awards will be granted under the Company Group Stock Plans.

(d) Except as set forth in the final sentence of this Section 3.5(d), effective as of the Effective Time, each warrant to purchase shares of Company Capital Stock (each, a "Company Warrant") that is issued and outstanding immediately prior to the Effective Time and not expired or terminated pursuant to its terms, and held by a Specified Warrantholder, by virtue of the Merger and without any action on the part of PubCo, the Company or the holder of any such Company Warrant, shall be converted into the right to receive a number of shares of PubCo Common Stock equal to (i) the Per Share Merger Consideration, *multiplied by* (ii) the number of shares of Company Capital Stock issuable upon the exercise of such Company Warrant on a net exercise basis, less applicable Taxes required to be withheld with respect to such payment. For the avoidance of doubt, any Company Warrant which has a per share exercise price that is greater than or equal to the Per Share Merger Consideration Value shall be cancelled at the Effective Time for no consideration or payment. As of the Effective Time, all Company Warrants shall no longer be outstanding and each former holder of a Company Warrant shall cease to have any rights with respect to such Company Warrant, except as set forth in this Section 3.5(d). Effective as of the Effective Time, by virtue of the Merger and without any action on the part of PubCo, the Company or the parties thereto, Acquiror shall assume all (A) Company Warrants and contractual obligations to issue Company Warrants, in each case as set forth on Section 3.5(d) of the Company Schedules and (B) any other Company Warrants that are not held by Specified Warrantholders and have not been converted into the right to receive shares of PubCo Common Stock pursuant to this Section 3.5(d).

(e) Notwithstanding the foregoing, the conversions described in paragraphs (a) through (c) of this Section 3.5 will be subject to such modifications, if any, as are required to cause the conversion to be made in a manner consistent with the requirements of Treasury Regulation Section 1.409A-1(b)(5)(v)(D). Following the Effective Time, each Closing PubCo Option shall be subject to the Acquiror Omnibus Incentive Plan (and considered "Substitute Awards" for purposes thereof) and to the same terms and conditions, including any vesting conditions, as had applied to the corresponding Company Option as of immediately prior to the Effective Time, except for such terms rendered inoperative by reason of the Transactions and except as otherwise provided in Section 3.5(b) and this Section 3.5(e), subject to such adjustments as reasonably determined by the PubCo Board to be necessary or appropriate to give effect to the conversion or the Transactions in accordance with the Acquiror Omnibus Incentive Plan and applicable Law.

3.6 Earnout.

(a) *Delivery of the Earnout Shares*. At the Closing and (i) immediately prior to the Effective Time, the Sponsor shall, in accordance with the Sponsor Agreement, deliver electronically through The Depository Trust Company ("DTC"), using DTC's Deposit/Withdrawal At Custodian System, to the Earnout Escrow Agent (as defined below), 1,713,000 shares of Acquiror Class B Common Stock, as may be adjusted for any stock split, reverse stock split, recapitalization, reclassification, reorganization, exchange, subdivision or combination (including the Sponsor Stock Conversion), which shares shall be allocated to the Sponsor (the "Sponsor Earnout Shares"), and (ii) immediately following the Effective Time, PubCo shall deliver electronically through DTC, using DTC's Deposit/Withdrawal At Custodian System, to the Earnout Escrow Agent (as defined below), an amount of shares of PubCo Common Stock, as such shares may be adjusted for any stock split, reverse stock split, recapitalization, reclassification, reorganization, exchange, subdivision or combination (including the Sponsor Stock Conversion) equal to (A) the total number of shares of Company Common Stock issued and outstanding as of immediately prior to the Effective Time (including shares of Company Common Stock issued upon the conversion of Company Preferred Stock described in Section 3.1(a)) multiplied by (B) the Earnout Ratio, which shares shall be allocated on a Pro Rata Basis among the Company Stockholders who have received shares of PubCo Common Stock pursuant to Section 3.1(c) and the Specified Warrantholders that have received shares of PubCo Common Stock pursuant to Section 3.5(d) (the "Stockholder Earnout Group" and, such shares, the "Stockholder Earnout Shares" and, the Stockholder Earnout Shares together with the Sponsor Earnout Shares, the "Earnout Shares"), in each case of clauses (i) and (ii) in accordance with this Section 3.6.

(b) *Procedures Applicable to the Earnout of the Earnout Shares*.

(i) Upon receipt of the Earnout Shares, an escrow agent (the "Earnout Escrow Agent") will place such Earnout Shares in an escrow account (the "Earnout Escrow Account") established pursuant to an escrow agreement in the form attached hereto as Exhibit H, to be entered into at the Closing by PubCo, the Sponsor, the Stockholder Representative and the Earnout Escrow Agent (the "Earnout Escrow Agreement").

(ii) Promptly upon the occurrence of any triggering event described in Section 3.6(c) below, or as soon as practicable after PubCo becomes aware of the occurrence of such triggering event or receives written notice of such triggering event from the Sponsor or the Stockholder Representative, PubCo shall prepare and deliver, or cause to be prepared and delivered, in consultation with the Sponsor and the Stockholder Representative, a mutually agreeable written notice to the Earnout Escrow Agent (a "Release Notice"), which Release Notice shall set forth in reasonable detail the triggering event giving rise to the requested release and the specific release instructions with respect thereto (including the number of Earnout Shares to be released and the identity of the Person to whom they should be released).

(iii) The Sponsor Earnout Shares that are to be released from the Earnout Escrow Account and distributed to the Sponsor shall be distributed to the Sponsor. The Stockholder Earnout Shares that are to be released from the Earnout Escrow Account and distributed to each member of the Stockholder Earnout Group shall be distributed to each member of the Stockholder Earnout Group on a Pro Rata Basis.

(iv) For the avoidance of doubt, any Earnout Shares to be released and distributed pursuant to this Section 3.6 shall be distributed and released as PubCo Common Stock.

(c) *Release of Earnout Shares*. The Earnout Shares shall be released and delivered as follows:

(i) (A) one-half of the Stockholder Earnout Shares will be released from the Earnout Escrow Account, and distributed to each member of the Stockholder Earnout Group on a Pro Rata Basis and (B) one-half of the Sponsor Earnout Shares will be released from the Earnout Escrow Account and distributed to the Sponsor, in each case in accordance with Section 3.6(b)(ii) upon receipt of the applicable Release Notice by the Earnout Escrow Agent, if, on or prior to the fifth anniversary of the Closing Date: (x) the VWAP of shares of PubCo Common Stock equals or exceeds $12.50 per share for 20 of any 30 consecutive trading days commencing after the Closing on Nasdaq or any other national securities exchange, as applicable, or (y) if PubCo consummates a transaction which results in the stockholders of PubCo having the right to exchange their shares for cash, securities or other property having a value equaling or exceeding $12.50 per share (for any non-cash proceeds, as determined based on the agreed valuation set forth in the applicable definitive agreements for such transaction or, in the absence of such valuation, as determined in good faith by the PubCo Board);

(ii) (A) one-half of the Stockholder Earnout Shares will be released from the Earnout Escrow Account, and distributed to each member of the Stockholder Earnout Group on a Pro Rata Basis and (B) one-half of the Sponsor Earnout Shares will be released from the Earnout Escrow Account and distributed to the Sponsor, in each case, in accordance with Section 3.6(b)(ii) upon receipt of the applicable Release Notice by the Earnout Escrow Agent, if, on or prior to the fifth anniversary of the Closing Date: (x) the VWAP of shares of PubCo Common Stock equals or exceeds $15.00 per share for 20 of any 30 consecutive trading days commencing after the Closing on Nasdaq or any other national securities exchange, as applicable, or (y) if PubCo consummates a transaction which results in the stockholders of PubCo having the right to exchange their shares for cash, securities or other property having a value equaling or exceeding $15.00 per share (for any non-cash proceeds, as determined based on the agreed valuation set forth in the applicable definitive agreements for such transaction or, in the absence of such valuation, as determined in good faith by PubCo Board); and

(iii) if the conditions set forth in either Section 3.6(c)(i) or Section 3.6(c)(ii) have not been satisfied following the fifth anniversary of the Closing Date, any Earnout Shares remaining in the Earnout Escrow Account shall be automatically released to PubCo for cancellation and neither the members of the Stockholder Earnout Group nor the Sponsor shall have any right to receive such Earnout Shares or any benefit therefrom.

(d) For the avoidance of doubt, (i) if the condition for more than one triggering event is met pursuant to Section 3.6(c), then all of the Earnout Shares to be released and distributed in connection with each such triggering event shall be released and delivered to the Sponsor and the members of the Stockholder Earnout Group in accordance with this Section 3.6 and (ii) if the condition for the triggering event described in Section 3.6(c)(i)(x) and/or Section 3.6(c)(ii)(x) with respect to the achievement of the applicable VWAP of shares of PubCo Common Stock for any 20 trading days is met prior to the date that is the 30th consecutive trading day following the Closing, a Release Notice shall be submitted at such time without any requirement to wait until the 30th consecutive trading day following the Closing has passed.

(e) The PubCo Common Stock price targets set forth in Section 3.6(a) and Section 3.6(b) and the number of shares of PubCo Common Stock to be issued and released pursuant to Section 3.6(a) and (b) shall be equitably adjusted for any stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, or any similar event affecting the Acquiror Class A Common Stock after the date of this Agreement.

(f) As used in this Section 3.6, the term "Pro Rata Basis" shall mean, with respect to any member of the Stockholder Earnout Group, in accordance with the ratio calculated by dividing (x) the sum of the number of shares of PubCo Common Stock held by such Person *by* (y) the sum of the aggregate number of shares of PubCo Common Stock held by the Stockholder Earnout Group, in each case, as of immediately following the Closing.

(g) Any issuance of the Stockholder Earnout Shares (i) is intended to comply with, and shall be effected in accordance with, Rev. Proc. 84-42, 1984-1 C.B. 521; and (ii) shall be treated for Tax purposes as an adjustment to the merger consideration, as applicable, unless otherwise required by applicable Tax Law or pursuant to a "determination" (as defined in Section 1313(a) of the Code or any similar provision of U.S. state, local or non-U.S. Law), or with respect to any amounts treated as imputed interest under Section 483 of the Code.

3.7 Withholding. Each of Acquiror, Merger Sub, the Stockholder Representative, the Company, the Surviving Company and their respective Affiliates and Representatives shall be entitled to deduct and withhold from any amounts otherwise deliverable or payable under this Agreement such amounts that any such Persons are required to deduct and withhold with respect to any of the deliveries and payments contemplated by this Agreement under the Code or any other applicable Law; provided that before making any deduction or withholding pursuant to this Section 3.7 other than with respect to compensatory payments made pursuant to this Agreement, the applicable payor shall use commercially reasonably efforts to give the applicable payee at least three (3) days prior written notice of any anticipated deduction or withholding (together with any legal basis therefor) to provide such payee with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid such deduction or withholding and shall reasonably consult and cooperate with the payee in good faith to attempt to reduce or eliminate any amounts that would otherwise be deducted or withheld pursuant to this Section 3.7. To the extent that Acquiror, Merger Sub, the Stockholder Representative, the Company, the Surviving Company or any of their respective Affiliates or Representatives withholds such amounts with respect to any Person and properly remits such withheld amounts to the applicable Governmental Authority, such withheld amounts shall be treated as having been paid to or on behalf of such Person for all purposes. In the case of any such payment payable to employees of the Company or its Affiliates in connection with the Merger treated as compensation, the parties shall cooperate to pay such amounts through the Company's or the applicable Affiliate's payroll to facilitate applicable withholding.

3.8 Cash in Lieu of Fractional Shares. Notwithstanding anything to the contrary contained herein, no fractional shares of PubCo Common Stock or certificates or scripts representing such fractional shares shall be issued upon the conversion of Company Common Stock pursuant to Section 3.1(c), and any such fractional shares or interests therein shall not entitle the owner thereof to vote or to any other rights of a holder of PubCo Common Stock. In lieu of the issuance of any such fractional share, PubCo shall pay to each former holder of Company Common Stock who otherwise would be entitled to receive such fractional share an amount in cash, without interest, rounded down to the nearest cent, equal to the product of (a) the fraction equal to the amount of the fractional share of PubCo Common Stock to which such holder otherwise would have been entitled but for this Section 3.8 *multiplied by* (b) the Closing Share Price.

3.9 Payment of Expenses.

(a) No sooner than five or later than two Business Days prior to the Closing Date, the Company shall provide to Acquiror a written report setting forth a list of the following fees and expenses incurred by or on behalf of the Company or the Company Stockholders in connection with the conduct of the Company's sale process (including the evaluation and negotiation of business combinations with other third parties) and preparation, negotiation and execution of this Agreement and the consummation of the Transactions (together with written invoices and wire transfer instructions for the payment thereof), solely to the extent such fees and expenses are incurred and expected to remain unpaid as of the close of business on the Business Day immediately preceding the Closing Date: (i) the fees and disbursements of outside counsel to the Company or the Company Stockholders incurred in connection with the Transactions and (ii) the fees and expenses of any other agents, advisors, consultants, experts and financial advisors employed by the Company in connection with the Transactions (collectively, the "Outstanding Company Expenses"). On the Closing Date following the Closing, Acquiror shall pay or cause to be paid by wire transfer of immediately available funds all such Outstanding Company Expenses.

(b) No sooner than five or later than two Business Days prior to the Closing Date, Acquiror shall provide to the Company a written report setting forth a list of all unpaid fees and disbursements of Acquiror, Merger Sub or the Sponsor for outside counsel and fees and expenses of Acquiror, Merger Sub or the Sponsor or for any other agents, advisors, consultants, experts and financial advisors employed by or on behalf of Acquiror, Merger Sub or the Sponsor in connection with Acquiror's initial public offering (including any deferred underwriter fees) or the Transactions (together with written invoices and wire transfer instructions for the payment thereof) (collectively, the "Outstanding Acquiror Expenses"); provided, that the "Outstanding Acquiror Expenses" shall not include the Transaction Bonuses. On the Closing Date, Acquiror shall pay or cause to be paid by wire transfer of immediately available funds all such Outstanding Acquiror Expenses.

3.10 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, shares of Company Common Stock outstanding immediately prior to the Effective Time and owned by a holder who is entitled to demand and has properly demanded appraisal of such shares in accordance with, and who complies in all respects with, Section 262 of the DGCL (such shares, "Dissenting Shares") shall not be converted into the right to receive the Per Share Merger Consideration, and shall instead represent the right to receive payment of the fair value of such Dissenting Shares in accordance with and to the extent provided by Section 262 of the DGCL. At the Effective Time, (a) all Dissenting Shares shall be cancelled, extinguished and cease to exist and (b) the holders of Dissenting Shares shall be entitled only to such rights as may be granted to them under the DGCL. If any such holder fails to perfect or otherwise waives, withdraws or loses such holder's right to appraisal under Section 262 of the DGCL or other applicable Law, then the right of such holder to be paid the fair value of such Dissenting Shares shall cease and such Dissenting Shares shall be deemed to have been converted, as of the Effective Time, into the right to receive the Per Share Merger Consideration (as if such share was subject to a Stock Election) upon the terms and conditions set forth in this Agreement. The Company shall give Acquiror prompt written notice (and in any event within two Business Days) of any demands received by the Company for appraisal of shares of Company Common Stock, attempted withdrawals of such demands and any other instruments served pursuant to the DGCL and received by the Company relating to rights to be paid the fair value of Dissenting Shares, and Acquiror shall have the right to participate in and, following the Effective Time, direct all negotiations and proceedings with respect to such demands. Prior to the Effective Time, the Company shall not, except with the prior written consent of Acquiror, make any payment with respect to, or settle or compromise or offer to settle or compromise, any such demands or waive any failure to timely deliver a written demand for appraisal or otherwise comply with the provisions under Section 262 of the DGCL, or agree or commit to do any of the foregoing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company Schedules (each of which qualifies (a) the correspondingly numbered representation, warranty or covenant, and (b) such other representations, warranties or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty or covenant is reasonably apparent on the face of such disclosure), the Company represents and warrants to Acquiror and Merger Sub as of the date of this Agreement and as of the Closing Date as follows:

4.1 Corporate Organization of the Company.

(a) The Company has been duly incorporated, is validly existing and in good standing under the Laws of the State of Delaware and has the requisite corporate entity power and authority to own, lease and operate its assets and properties and to conduct its business as it is now being conducted. The Company Certificate of Incorporation and bylaws of the Company previously made available by the Company to Acquiror are true, correct and complete and are in effect as of the date of this Agreement. The Company is in compliance in all material respects with all restrictions, covenants, terms and provisions set forth in its organizational documents.

(b) The Company is duly licensed or qualified and in good standing as a foreign company in each jurisdiction in which the ownership of its property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, except where the failure to be so licensed or qualified would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Subsidiaries. A complete list of each Subsidiary of the Company and its jurisdiction of incorporation, formation or organization, as applicable, is set forth on Section 4.2 of the Company Schedules. The Subsidiaries of the Company have been duly formed or organized and are validly existing under the Laws of their jurisdiction of incorporation, formation or organization, as applicable, and have the requisite power and authority to own, lease or operate all of their respective properties and assets and to conduct their respective businesses as they are now being conducted. True, correct and complete copies of the certificate of formation, operating agreement, certificate of incorporation and bylaws (or other comparable governing documents) of the Company's Subsidiaries, in each case, as in effect on the date of this Agreement, have been previously made available to Acquiror by or on behalf of the Company. Each Subsidiary of the Company is duly licensed or qualified and in good standing in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.3 Due Authorization.

(a) The Company has all requisite company power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and (subject to the approvals described in Section 4.5 and the Company Requisite Approval) to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and such Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by the Company Board and upon receipt of the Company Requisite Approval, no other company proceeding on the part of the Company is necessary to authorize this Agreement or such Ancillary Agreements or the Company's performance hereunder or thereunder. This Agreement has been, and each such Ancillary Agreement will be, duly and validly executed and delivered by the Company and, assuming due authorization and execution by each other party hereto and thereto, constitutes, or will constitute, as applicable, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) By resolutions duly adopted (and not thereafter modified or rescinded) by the requisite vote of the Company Board, the Company Board has (i) approved this Agreement, the Ancillary Agreements to which the Company is party and the transactions contemplated hereby and thereby; (ii) determined that this Agreement, the Ancillary Agreements to which the Company is party and the transactions contemplated hereby and thereby are advisable and fair to and in the best interests of the Company and the Company Stockholders; (iii) directed that the adoption of this Agreement be submitted to the Company Stockholders for consideration and recommended that the Company Stockholders adopt this Agreement. The affirmative votes or written consents of (A) Persons holding more than 50% (on an as-converted basis) of the voting power of the Company Stockholders, (B) Persons holding more than 50% of outstanding shares of Series A Preferred voting as a separate class, (C) Persons holding more than 50% of outstanding shares of Series B Preferred voting as a separate class (which majority shall include the holders specified in Section 4.4(b) of the Company Schedules under the circumstances specified therein), (D) Persons holding more than 50% of outstanding shares of Series B-1 Preferred voting as a separate class, (E) Persons holding more than 50% of outstanding shares of Series B-2 Preferred voting as a separate class, (F) Persons holding more than 50% of outstanding shares of Series B-3 Preferred voting as a separate class (which majority shall include CareFirst Holdings, LLC and Wells Fargo Central Pacific Holdings, Inc.), (G) Persons holding more than 50% of outstanding shares of Series B-4 Preferred voting as a separate class, (H) Persons holding more than 50% of outstanding shares of Series C Preferred voting as a separate class, and (I) Persons holding more than 50% of outstanding shares of Company Preferred Stock, in each case, who deliver written consents or are present in person or by proxy at such meeting(s) and voting thereon are required to, and shall be sufficient to, approve this Agreement and the transactions contemplated hereby (including the Company Preferred Stock Conversion) (the "Company Requisite Approval"). The Company Requisite Approval is the only vote or consent of any of the holders of any of the Company Capital Stock necessary to adopt this Agreement and approve the Merger and the consummation of the other transactions contemplated hereby (including the Company Preferred Stock Conversion). The Company Requisite Approval is the only vote of the holders of any class or series of capital stock of the Company required to approve and adopt this Agreement and approve the transactions contemplated hereby.

4.4 No Conflict. Subject to the receipt of the consents, approvals, authorizations and other requirements set forth in Section 4.5 or on Section 4.5 of the Company Schedules, the execution, delivery and performance of this Agreement and each Ancillary Agreement to this Agreement to which it is a party by the Company and the consummation of the transactions contemplated hereby do not and will not (a) conflict with or violate any provision of, or result in the breach of, the certificate of formation, bylaws or other organizational documents of the Company or any of its Subsidiaries, (b) conflict with or result in any violation of any provision of any Law, Permit or Governmental Order applicable to the Company or any of its Subsidiaries, or any of their respective properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, or result in the acceleration or trigger of any payment, posting of collateral (or right to require the posting of collateral), time of payment, vesting or increase in the amount of any compensation or benefit payable pursuant to, any of the terms, conditions or provisions of any Material Contract to which the Company or one of its Subsidiaries is a party or by which any of them or any of their respective assets or properties may be bound or affected or (d) result in the creation of any Lien upon any of the properties, equity interests or assets of the Company or any of its Subsidiaries, except (in the case of clauses (b), (c) or (d) above) for such violations, conflicts, breaches or defaults which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.5 Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of the Acquiror contained in this Agreement, no consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or notice, approval, consent waiver or authorization from any Governmental Authority is required on the part of the Company or any of its Subsidiaries with respect to the Company's execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby, except for (a) applicable requirements of the HSR Act and any other applicable Antitrust Law, (b) the filing of the Certificate of Merger in accordance with the DGCL, (c) any consents, approvals, authorizations, designations, declarations, waivers or filings, the absence of which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company to consummate the Transactions, and (d) as otherwise disclosed on Section 4.5 of the Company Schedules.

4.6 Capitalization.

(a) The authorized capital stock of the Company is 7,718,656 shares of capital stock consisting of: (i) 5,955,000 shares of common stock, par value $0.001 per share (the "Company Common Stock"); and (ii) 1,763,656 shares of preferred stock, $0.001 per share (together with the Series D Preferred, the "Company Preferred Stock"), of which (A) 67,659 shares are designated as Series A Preferred Stock (the "Series A Preferred"); (B) 326,582 shares are designated as Series B Preferred Stock (the "Series B Preferred"); (C) 350,000 shares are designated as Series B-1 Preferred Stock (the "Series B-1 Preferred"); (D) 152,551 shares are designated as Series B-2 Preferred Stock (the "Series B-2 Preferred"); (E) 450,197 shares are designated as Series B-3 Preferred Stock (the "Series B-3 Preferred"); (F) 166,667 shares are designated Series B-4 Preferred Stock (the "Series B-4 Preferred"); and (G) 250,000 shares are designated Series C Preferred Stock (the "Series C Preferred"). As of February 1, 2021, there were: (1) 2,205,606 shares of Company Common Stock issued and outstanding; (2) 67,659 shares of Series A Preferred issued and outstanding; (3) 280,670 shares of Series B Preferred issued and outstanding; (4) 292,805 shares of Series B-1 Preferred issued and outstanding; (5) 152,551 shares of Series B-2 Preferred issued and outstanding; (6) no shares of Series B-3 Preferred issued and outstanding; (7) 16,667 shares of Series B-4 Preferred issued and outstanding; and (8) 86,179 shares of Series C Preferred issued and outstanding. There are (w) 1,512,960 shares of Company Common Stock reserved for issuance pursuant to outstanding unexercised Company Options; (x) 2,062 shares of Company Common Stock reserved for issuance under the Company Group Stock Plans; (y) 206,656 shares of Company Common Stock subject to issuance under the Company Warrants; and (z) 529,002 shares of Company Preferred Stock subject to issuance under the Convertible Notes. The Company is not, and will not at any future date be, obligated to issue to former stockholders of doc.ai, in connection with the transactions contemplated by the doc.ai Acquisition Agreement, more shares of Company Common Stock than as expressly set forth in the doc.ai Acquisition Agreement. Since February 1, 2020, the Company has not issued any shares of Company Capital Stock, Company Options, Company Warrants, Convertible Notes or other equity interests, other than shares of Company Capital Stock issued upon the exercise of Company Options, Company Warrants or Convertible Notes.

(b) Except as set forth in Section 4.6(a), there are no other shares of Company Common Stock, Company Preferred Stock or other equity interests of the Company authorized, reserved, issued or outstanding. All of the issued and outstanding shares of Company Common Stock and Company Preferred Stock (i) have been duly authorized and validly issued and are fully paid and nonassessable, (ii) were issued in compliance in all material respects with applicable Securities Law, (iii) were not issued in breach or violation of any purchase option, right of first refusal, preemptive right, subscription right or any similar right (including under any provision of the DGCL, the Company Certificate of Incorporation or any Contract to which the Company is a party or by which the Company is bound), and (iv) are fully vested.

(c) Set forth on Section 4.6(c) of the Company Schedules is a true, correct and complete list of each holder of shares of Company Common Stock, shares of Company Preferred Stock or other equity interests of the Company (other than Company Options) and the number of shares of Company Common Stock, shares of Company Preferred Stock or other equity interests held by each such holder as of February 1, 2021.

(d) With respect to each Company Option and Company Warrant, Section 4.6(d) of the Company Schedules sets forth, as of February 1, 2021, the name of the holder of such Company Option or Company Warrant, the number of vested and unvested shares covered by such Company Option or Company Warrant, the date of grant and the cash exercise price, strike price or offset amount per share/unit of such Company Option or Company Warrant, as applicable.

(e) The Company has made available to Acquiror a true and complete copy of the form of agreement evidencing each Company Warrant and Convertible Note, and has also made available any other agreements to the extent there are variations from the form of agreement, specifically identifying the Person(s) to whom such variant forms apply. The Company has made available to Acquiror true and complete copy of the Company Group Stock Plans and form of agreement evidencing each Company Option, and has also made available any other option agreements to the extent there are variations from the form of agreement, specifically identifying the Person(s) to whom such variant forms apply. Each Company Option (i) was granted, in all material respects, in compliance with all applicable Laws and all of the terms and conditions of the Company Group Stock Plan pursuant to which it was issued, (ii) has an exercise price per share equal to or greater than the fair market value of a share on the grant date, as determined in accordance with Section 409A of the Code or Section 422 of the Code, if applicable, (iii) has a grant date that has not been "back dated," and (iv) to the knowledge of the Company, qualifies for the tax and accounting treatment afforded to such Company Option in the Company's Tax Returns and the Company's financial statements, respectively. Each Company Option is intended to either qualify as an "incentive stock option" under Section 422 of the Code or be exempt under Section 409A of the Code. Except for the Company Options, the Company Warrant and the Convertible Notes, there are no (A) subscriptions, calls, options, warrants, rights or other securities convertible into or exchangeable or exercisable for shares of Company Common Stock or the equity interests of the Company or any of its Subsidiaries, or any other Contracts to which the Company is a party or by which the Company is bound obligating the Company to issue or sell any shares of capital stock of, other equity interests in or debt securities of, the Company and (B) equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in the Company. There are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any securities or equity interests of the Company. There are no outstanding bonds, debentures, notes or other Indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the Company Stockholders may vote. The Company is not party to any shareholders' agreement, voting agreement or registration rights agreement relating to its equity interests.

(f) Section 4.6(f) of the Company Schedules sets forth a true, correct and complete list of the authorized and outstanding capital stock of, or other equity or voting interests in, each Subsidiary of the Company. All issued and outstanding capital stock of, or other equity or voting interests in, each such Subsidiary has been duly authorized, validly issued and fully paid and is nonassessable, has been issued in compliance with applicable Law and is not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right. All such capital stock, equity or voting interests are owned by the Company or another Subsidiary of the Company free and clear of all Liens other than restrictions on the transfer of securities under applicable Securities Laws. There are no issued, reserved for issuance or outstanding (i) shares of capital stock of, or other equity or voting interests in, any Subsidiary of the Company; (ii) securities of any Subsidiary of the Company convertible into or exchangeable or exercisable for shares of capital stock of, or other equity or voting interests in, any Subsidiary of the Company or containing any profit participation features; or (iii) options, warrants, stock appreciation rights, restricted shares, stock units, phantom stock, calls, subscriptions or other rights to acquire from any Subsidiary of the Company or other obligations of any Subsidiary of the Company to issue or allot, any capital stock of, or other voting or equity securities in, any Subsidiary of the Company or securities convertible into, or exchangeable or exercisable for, or evidencing the right to subscribe for, capital stock of, or other equity or voting interests in, any Subsidiary of the Company or any equity appreciation rights or phantom equity plans.

(g) Neither the Company nor any of its Subsidiaries owns, of record or beneficially, or controls, directly or indirectly, any equity or other ownership, capital, voting or participation interest, or any right (contingent or otherwise) to acquire the same, in any Person, other than another Subsidiary of the Company. Neither the Company nor any of its Subsidiaries has agreed or is obligated to, directly or indirectly, make any future investment in or capital contribution or advance to any Person.

4.7 Financial Statements. Attached as Section 4.7 of the Company Schedules are (a) the audited consolidated balance sheets of the Company and its Subsidiaries as of December 31, 2018 and 2019, and the audited consolidated statements of operations, statements of comprehensive loss, statements of stockholders' equity and statements of cash flows of the Company and its Subsidiaries for the two years ended December 31, 2019, together with the notes thereto (the "Audited Financial Statements"), and (b) the unaudited balance sheet of the Company as of September 30, 2020 (the "Balance Sheet Date") and the unaudited statements of operations, statements of redeemable convertible preferred stock and stockholders' deficit and statements of cash flows of the Company for the nine months ended September 30, 2020 (the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements present fairly, in all material respects, the consolidated financial position, results of operations, income (loss), changes in equity and cash flows of the Company as of the dates and for the periods indicated in such Financial Statements in conformity with GAAP (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and normal year-end adjustments) and were derived from the books and records of the Company.

4.8 Undisclosed Liabilities. There is no liability, debt or obligation against the Company or any of its Subsidiaries, except for liabilities, debts or obligations (a) reflected or reserved for on the Financial Statements or disclosed in the notes thereto, (b) that have arisen since the Balance Sheet Date in the ordinary course of business, (c) arising under or related to this Agreement and/or the performance by the Company of its obligations hereunder (including, for the avoidance of doubt, any Outstanding Company Expenses), (d) disclosed in the Company Schedules or (e) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.9 Litigation and Proceedings. There are no pending or, to the knowledge of the Company, threatened, Actions and, to the knowledge of the Company, there are no pending or threatened investigations against the Company or any of its Subsidiaries, or otherwise affecting the Company, its Subsidiaries or their respective assets, including any condemnation or similar proceedings, that would individually or in the aggregate, reasonably be expected to result in a material liability to the Company and its Subsidiaries, taken as a whole. Neither the Company, any of its Subsidiaries nor any property, asset or business of the Company or any of its Subsidiaries is subject to any Governmental Order, or, to the knowledge of the Company, any continuing investigation by, any Governmental Authority, that would, individually or in the aggregate, reasonably be expected to result in a material liability to the Company and its Subsidiaries, taken as a whole. There is no unsatisfied judgment or any open injunction binding upon the Company which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company to consummate the Transactions.

4.10 Compliance with Laws.

(a) Except (i) with respect to compliance with Tax Laws (as to which certain representations and warranties are made pursuant to Section 4.16), and compliance with Environmental Laws (as to which certain representations and warranties are made pursuant to Section 4.20), and (ii) where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to result in a material liability to the Company and its Subsidiaries, taken as a whole, the Company and each of its Subsidiaries is, and since December 31, 2017 has been, in compliance in all material respects with all applicable Laws. Neither the Company nor any of its Subsidiaries has received any written notice from any Governmental Authority of a violation of any applicable Law by the Company at any time since December 31, 2017, which violation would, individually or in the aggregate, reasonably be expected to result in a material liability to the Company and its Subsidiaries, taken as a whole.

(b) Without limiting the generality of Section 4.10(a), the Company, its Subsidiaries and, to the Company's knowledge, any Person acting on its behalf, is and has been in compliance with all Health Care Laws applicable to it, its products and its properties or other assets or its business or operation, except to the extent a failure to comply with such Health Care Laws would not, individually or in the aggregate, reasonably be expected to result in a material liability to the Company and its Subsidiaries, taken as a whole.

(c) Neither the Company, its Subsidiaries nor, to the Company's knowledge, any Person acting on its behalf, has (i) made or caused to be made an untrue statement of a material fact or fraudulent statement to any Governmental Authority, (ii) failed to disclose a material fact required to any Governmental Authority, or (iii) committed an act, made a statement, or failed to make a statement that, at the time such statement, disclosure, commission was made or failed to be made, in each case, would constitute a material violation of any Health Care Law.

(d) Neither the Company, its Subsidiaries nor, to the knowledge of the Company, any of their respective officers, directors, managers, Affiliates, employees or agents, is a party to any Contract with any physician, health care facility, hospital, nursing facility, home health agency or other person, other than Contracts which are in material compliance with all applicable Health Care Laws.

(e) To the Company's knowledge, no officer, employee or agent of the Company or any of its Subsidiaries has (i) made an untrue statement of a material fact or fraudulent statement to any Governmental Authority, (ii) failed to disclose a material fact required to be disclosed to any Governmental Authority, or (iii) committed an act, made a statement, or failed to make a statement that, at the time such statement, disclosure, commission was made or failed to be made, in each case, would reasonably be expected to provide a basis for any Governmental Authority to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," set forth in 56 Fed. Reg. 46191 (September 10, 1991) or any similar policy. The Company and its Subsidiaries have never employed or used in any capacity the services of any individual or any entity debarred under 21 U.S.C. § 335a(a) or any similar Laws, and neither the Company, its Subsidiaries nor, to the Company's knowledge, any of their respective directors, officers, agents or employees, has engaged in any conduct that has resulted, or would reasonably be expected to result, in debarment under 21 U.S.C. § 335a(a) or any similar Laws.

(f) Neither Company, its Subsidiaries nor, to the Company's knowledge, their respective managers, officers, employees, agents or contractors, are currently debarred, suspended, or excluded from participation in any governmental health care program or any such action is pending or threatened.

(g) Neither the Company, its Subsidiaries nor, to the Company's knowledge, any of their respective directors, officers, members, managers, agents, employees or any other Person acting for or on behalf of the Company, has directly or indirectly: (i) offered, solicited, made or received any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or payment of any other consideration to any Person, private or public, regardless of form, whether in money, property or services: (A) to obtain favorable treatment in securing business; (B) to pay for favorable treatment for business secured; (C) to obtain special concessions or for special concessions already obtained, for or in respect of the Company; (D) to obtain, or in return for obtaining, a referral of business; or (E) in violation of any Law; or (ii) established or maintained any fund or asset that has not been recorded in the books and records.

(h) None of the Company nor any of its Subsidiaries: (i) is a party to any corporate integrity agreements, monitoring agreements, deferred prosecution agreements, consent decrees, settlement orders, or any other similar agreements imposed by any Governmental Authority, including, but not limited to, the Office of Inspector General of the Department of Health and Human Services and the United States Department of Justice, (ii) has a reporting obligation pursuant to any settlement agreement entered into with any Governmental Authority, (iii) to the Company's knowledge, has been a defendant in any qui tam/False Claims Act (31 U.S.C. §3729 et seq.) litigation, (iv) has been served with or received any search warrant, subpoena, civil investigative demand or investigative contact letter by or from any Governmental Authority, or (v) to the Company's knowledge, has committed any offense, taken any action, or omitted to take any action, which would reasonably be expected to be the basis for any of (i) through (iv) above.

(i) In the past five years, and except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) there has been no action taken by the Company, any of its Subsidiaries, any officer, director, or to the knowledge of the Company, any manager, employee, agent or representative of Company, in each case, acting on behalf of the Company, in violation of any applicable Anti-Corruption Law, (ii) neither the Company nor any of its Subsidiaries has been convicted of violating any Anti-Corruption Laws or subjected to any investigation by a Governmental Authority for violation of any applicable Anti-Corruption Laws, (iii) neither the Company nor any of its Subsidiaries has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any Anti-Corruption Law and (iv) neither the Company nor any of its Subsidiaries has received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable Anti-Corruption Law.

(j) In the past five years, and except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) none of the Company, any of its Subsidiaries, any of their respective directors or officers, or to the knowledge of the Company, any of their respective employees or agents is a Person that is, or is owned or controlled by Persons that are, the subject of any sanctions laws and regulations as administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (31 C.F.R. Part 500 et seq.) or the U.S. Department of State, (ii) there has been no action taken by the Company, any of its Subsidiaries, any of their respective directors or officers, or to the knowledge of the Company, any of their respective employees or agents in violation of any applicable International Trade Laws, (iii) none of the Company, its Subsidiaries, any of their respective directors or officers, or to the knowledge of the Company, any of their respective employees or agents has been convicted of violating any International Trade Laws or been the subject of any investigation by a Governmental Authority related to violation of any applicable International Trade Laws, (iv) neither the Company nor any of its Subsidiaries has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any International Trade Laws and (v) neither the Company nor any of its Subsidiaries has received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable International Trade Law.

4.11 Intellectual Property.

(a) Section 4.11(a) of the Company Schedules sets forth, as of the date hereof, a true, complete and accurate list of all Patents, all registered copyrights, all registered trademarks, all domain name registrations and all pending registration applications for any of the foregoing, in each case, that are included in the Owned Intellectual Property, including owner, jurisdiction, serial and application numbers and application or registration date (the "Registered Intellectual Property"), all of which are subsisting and, to the Company's knowledge, other than Registered Intellectual Property that is the subject of an application for registration, valid and enforceable. All material Registered Intellectual Property has been maintained effective by the filing of all necessary filings, maintenance and renewals and timely payment of requisite fees. No loss or expiration of any material Registered Intellectual Property is pending or, to the Company's knowledge, threatened or reasonably foreseeable, except for Registered Intellectual Property at the end of its maximum statutory term.

(b) The Company and its Subsidiaries are the sole and exclusive owners of all right, title and interest in and to all Owned Intellectual Property, free and clear of all Liens, other than Permitted Liens, and have a valid and enforceable license to use and practice all other Company Intellectual Property, Company Software and IT Systems, except for such Owned Intellectual Property and other Company Intellectual Property, Company Software and IT Systems with respect to which the lack of such exclusive ownership or such license to use and practice would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the foregoing will be materially adversely impacted by (nor will require the payment or grant of additional material amounts or material consideration as a result of) the execution, delivery, or performance of this Agreement or any Ancillary Agreement or the consummation of the transactions contemplated hereby or thereby. The Owned Intellectual Property and Owned Company Software are not subject to any outstanding Governmental Order or arbitral institutional award or order restricting the use or licensing thereof by the Company or any of its Subsidiaries or the business of the Company or any of its Subsidiaries, except for any Governmental Order or arbitral institutional award or order that would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, as of the date hereof, there is not, and within the three years preceding the date of this Agreement there has not been, any Actions pending or, to the Company's knowledge, threatened in writing (including any demand letters or unsolicited offers to license) against the Company or any of its Subsidiaries by any third party (i) claiming infringement, misappropriation or other violation of Intellectual Property owned by such third party by the Company or any of its Subsidiaries or the conduct of the Company's or its Subsidiaries' business or (ii) challenging the ownership, use, registration, validity or enforcement of any Owned Intellectual Property. The Company is not a party to any pending Actions, as of the date of this Agreement, (A) claiming infringement, misappropriation or other violation by any third party of any Owned Intellectual Property, or (B) challenging the ownership, registration, validity or enforcement of any Intellectual Property of any third Person, except for any Action that would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries, the conduct and operation of the Company's and its Subsidiaries' business including the use, provisions, support, reproduction, making, distribution, sale, license and display of its or any of their products and services and the Owned Intellectual Property have not in the six years preceding the date of this Agreement infringed, misappropriated or otherwise violated, and does not currently infringe, misappropriate or otherwise violate, Intellectual Property of any third party, except for any infringement, misappropriation or other violation that would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company, no third party is infringing, misappropriating or otherwise violating any Owned Intellectual Property.

(d) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries have undertaken commercially reasonable efforts consistent with best practices in the industry in which they operate to protect and maintain the secrecy and confidentiality of all Trade Secrets and material confidential information included in the Owned Intellectual Property. Without limiting the foregoing, to the knowledge of the Company, there has been no unauthorized disclosure of any Trade Secrets or material confidential information of the Company or any of its Subsidiaries.

(e) No past and present director, officer or employee of the Company or any of its Subsidiaries has any ownership interest in any of the Owned Intellectual Property, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has implemented policies whereby all past and present employees and contractors of the Company or any of its Subsidiaries who create or develop any Intellectual Property during the course of their employment or provision of services for the Company (or its applicable Subsidiaries) are required to assign to the Company (or its applicable Subsidiaries) all of such employee's or contractor's right, title and interest therein, and all such employees and contractors have executed valid written agreements pursuant to which such Persons have (i) presently and irrevocably assigned to the Company (or its applicable Subsidiaries) all of such employee's or contractor's right, title and interest in and to such Intellectual Property that did not vest automatically in the Company (or one of its Subsidiaries) by operation of law (and, in the case of contractors, to the extent such Intellectual Property was intended to be proprietary to the Company), and (ii) waived any and all rights to royalties or other consideration or non-assignable rights with respect to all such material Owned Intellectual Property including moral rights; except in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(f) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no government funding and no facilities, material, information, Intellectual Property, personnel or other resources of any university, college, other educational institution or research center (each a "Designated Entity") were used in the development, testing or commercialization of any Owned Intellectual Property and no Designated Entity has any right, title or interest (including any use, license, "march in," ownership, co-ownership or other rights) in or to any Owned Intellectual Property.

(g) To the knowledge of the Company, the Company and its Subsidiaries are in material compliance with the terms and conditions of all material licenses for "free software," "open source software" or under a similar licensing or distribution term (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Affero General Public License (AGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) and the Apache License) ("Open Source Materials") used by the Company in any way.

(h) To the knowledge of the Company, neither the Company nor any of its Subsidiaries has (i) incorporated Open Source Materials into, or combined Open Source Materials with, any Owned Intellectual Property (including any Owned Company Software), (ii) distributed Open Source Materials in conjunction with any Owned Intellectual Property (including any Owned Company Software) or (iii) used Open Source Materials in or with any Owned Intellectual Property (including any Owned Company Software) or derived any Owned Intellectual Property (including any Owned Company Software from) any Open Source Materials, in each case, including any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other software incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works or (C) redistributable at no charge, in each case of the foregoing clauses (i), (ii) and (iii), in such a way that grants or otherwise requires the Company or any of its Subsidiaries to (x) disclose, distribute, license, grant rights or otherwise provide to any third party any material Owned Intellectual Property, including the source code for any Owned Company Software, or (y) otherwise imposes any limitation, restriction or condition on the right or ability of the Company to use, distribute, license or enforce any Owned Intellectual Property or Owned Company Software including any restriction on the consideration to be charged therefor (collectively, "Copyleft Terms").

(i) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (i) with respect to all material Owned Company Software, the Company or its Subsidiaries is in actual possession or control of the applicable material source code, object code, documentation, and know-how to the extent required for use, distribution, development, enhancement, maintenance and support of such Owned Company Software; (ii) neither the Company nor any of its Subsidiaries has disclosed source code for Owned Company Software to a third party other than to employees or contractors pursuant to a written agreement that protects the Company's rights in such source code and obligates the employee or contractor to maintain the confidentiality of the source code; and (iii) to the knowledge of the Company, no Person other than the Company and its Subsidiaries is in possession of, or has rights to possess, any source code for Owned Company Software (other than contractors engaged to develop or maintain Owned Company Software).

4.12 Privacy, Security, and HIPAA Compliance; IT Systems

(a) In connection with its Processing of any Protected Data in the custody, possession, or control of the Company, the Company is and has been, in compliance in all material respects with all Privacy and Security Requirements. The Company has implemented commercially reasonable physical, technical, organizational and administrative security regarding the confidentiality, integrity and availability of IT Systems and the Protected Data Processed by it or on its behalf.

(b) Since December 31, 2017, (i) to the Company's knowledge, the Company has not experienced a security incident that has compromised the confidentiality, integrity, or availability of the IT Systems or Protected Data, and (ii) the Company has not received any notice of any claims, actions, investigations, inquiries or alleged violations of the Privacy and Security Requirements, security incidents, or any unauthorized intrusions or breaches of the IT Systems and the Protected Data thereon, nor has the Company notified, nor been required by any Privacy and Security Requirements to notify, any person or entity of any violations of Privacy and Security Requirements, security incidents, or any unauthorized intrusions or breaches of the IT Systems and the Protected Data thereon.

(c) The Company has established and implemented programs, procedures, policies, practices, training programs, and systems required to comply with HIPAA, relating to patient privacy or the security, use or disclosure of individually identifiable health information and PHI. Since December 31, 2017, the Company has not received any written notice from any Governmental Authority, regarding its or any of its agents', employees' or contractors' uses or disclosures of, or security practices regarding, individually identifiable health-related information and PHI in violation of HIPAA or any other applicable Laws relating to the privacy, security and transmission of health information. To the Company's knowledge, there has been no (i) Breach (as defined in 45 C.F.R. § 164.402), or (ii) successful security incident (each as determined by reference to the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. part 160 and Part 164, Subparts A and E), the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Part 164, Subparts A and C) and state Laws, as applicable), involving individually identifiable health-related information, or in the case of "Security Incidents" (as defined at 45 C.F.R. § 164.304) involving electronic PHI, held by or on behalf of the Company. To the extent required by HIPAA, the Company has entered into HIPAA compliant business associate agreements with all covered entities, business associates, and subcontractors (as such terms are defined under HIPAA), and the Company is and has been in compliance with all such business associate agreements, in each case except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) the IT Systems are adequate and sufficient for, and operate as required in connection with, the operation of the business, including for the current and reasonably anticipated future needs of the business of the Company and its Subsidiaries; (ii) to the Company's knowledge, there have been no unauthorized intrusions or breaches of the IT Systems (including the security thereof), or material failures of the IT Systems; (iii) the Company and its Subsidiaries have in place adequate and commercially reasonable security controls and backup and disaster recovery plans and procedures in place; and (iv) to the Company's knowledge, there have been no unauthorized intrusions or breaches of the IT Systems that, pursuant to any legal requirement, would require the Company or any of its Subsidiaries to notify customers or employees of such breach or intrusion.

(e) To the Company's knowledge, none of the Company Software or IT Systems constitutes or contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," "corruptant," "worm," "malware," "spyware," or "trackware" (as such terms are commonly understood in the software industry) or any other code designed, intended to, or that does have any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, any Software, computer, tablet computer, handheld device or other device; or (ii) modifying, damaging or destroying any Software, data or file without a user's consent.

4.13 Contracts; No Defaults.

(a) Section 4.13(a) of the Company Schedules contains a listing of all Contracts (other than purchase orders) described in clauses (i) through (xv) below to which, as of the date of this Agreement, the Company or any of its Subsidiaries (other than Contracts between the Company or any of its Subsidiaries, on the one hand, and any other Subsidiary of the Company, on the other hand) is a party or by which their respective assets are bound (together with all material amendments, waivers or other changes thereto) (all contracts required to be listed on Section 4.13 of the Company Schedules, the "Material Contracts"). True, correct and complete copies of the Material Contracts have been made available to Acquiror.

(i) each employee collective bargaining Contract;

(ii) each employment Contract and consultant and sales representatives Contract with any current officer, director, employee or natural-person consultant of the Company or any of its Subsidiaries, under which the Company or any of its Subsidiaries (A) has continuing obligations for payment of annual compensation of at least $250,000, and which is not terminable for any reason or no reason upon reasonable notice without payment of any penalty, severance or other obligation; (B) has severance or post-termination obligations to such Person (other than COBRA obligations); or (C) has an obligation to make a payment upon consummation of the transactions contemplated hereby or as a result of a change of control of the Company;

(iii) any Contract pursuant to which the Company or any of its Subsidiaries (A) licenses, sublicenses or is granted rights from a third party under Intellectual Property including any covenants not to assert, waivers, releases, permissions, settlement or coexistence agreements but excluding click-wrap, shrink-wrap, off-the-shelf software licenses and any other software licenses that are commercially available on reasonable terms to the public generally with license, maintenance, support and other fees less than $1,500,000 per year, or (B) licenses, sublicenses or grants to a third party to any rights in or to the Owned Intellectual Property (including any covenants not to assert, waivers, releases, permissions, settlement or coexistence agreements but excluding non-exclusive licenses granted to customers, contractors, suppliers or service providers in the ordinary course of business);

(iv) any Contract which restricts in any material respect or contains any material limitations on the ability of the Company or any of its Subsidiaries to compete in any line of business, with any Person or in any geographic territory, or providing any exclusive rights to any party thereto or include rights of first refusal, negotiation or similar rights in any of its property, or requires the Company or any of its Subsidiaries to purchase minimum quantities (or pay any amount for failure to purchase any specific quantities) of goods or services, or any person an exclusive right or "most favored nations" or similar pricing arrangement, in each case excluding customary confidentiality agreements (or clauses) and employee non-solicitation agreements (or clauses);

(v) any Contract under which the Company or any of its Subsidiaries has (A) created, incurred, assumed or guaranteed Indebtedness, has the right to draw upon credit that has been extended for Indebtedness, or (B) granted a Lien on its assets, whether tangible or intangible, to secure any Indebtedness, in each case, in an amount in excess of $1,000,000;

(vi) any Contract that is a definitive purchase and sale or similar agreement entered into in connection with an acquisition or disposition by the Company or any of its Subsidiaries since December 31, 2015 of any Person or of any business entity or division or business of any Person (including through merger or consolidation or the purchase of a controlling equity interest in or substantially all of the assets of such Person or by any other manner), but excluding any Contracts in which the applicable acquisition or disposition has been consummated and there are no material obligations ongoing;

(vii) Contracts that are for the settlement of any Action and (A) obligate the Company or any of its Subsidiaries to make payments (or a series of payments) of $500,000 or more in the aggregate which have not been made or involve any equitable relief; and (B) in connection therewith, the Company or any of its Subsidiaries has admitted fault or culpability; and (C) which have not been fully performed;

(viii) any Contract with outstanding obligations for the sale or purchase of personal property, fixed assets or real estate having a value individually, with respect to all sales or purchases thereunder, in excess of $500,000 in any calendar year, in each case, other than transactions with customers and suppliers in the ordinary course of business or dispositions of obsolete equipment in the ordinary course of business;

(ix) any Contract the primary purpose of which is providing for guarantees, indemnification arrangements and other hold harmless arrangements made or provided by the Company or any of its Subsidiaries;

(x) any Contract relating to property or assets (whether real or personal, tangible or intangible) in which the Company or any of its Subsidiaries holds a leasehold interest (including the Real Estate Lease Documents) and which involve payments to the lessor thereunder in excess of $500,000 per year;

(xi) any Contract relating to the voting or control of the equity interests of the Company or the election of directors of the Company (other than the organizational documents of the Company);

(xii) any Contract with any Governmental Authority;

(xiii) any Contract expected to result in revenue or require expenditures in excess of $2,000,000 in the calendar year ending December 31, 2020; and

(xiv) any joint venture Contract, partnership agreement, limited liability company agreement or similar Contract that is material to the business of the Company; and

(xv) any Contract not made in the ordinary course of business and not disclosed pursuant to any other clause under this Section 4.13.

(b) Except for any Material Contract that has terminated or will terminate upon the expiration of the stated term thereof prior to the Closing Date and except as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, (i) such Material Contracts are in full force and effect and represent the legal, valid and binding obligations of the Company or its applicable Subsidiary and, to the knowledge of the Company, represent the legal, valid and binding obligations of the other parties thereto, and, to the knowledge of the Company, are enforceable by the Company or its applicable Subsidiary to the extent they are a party thereto in accordance with their terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), (ii) none of the Company or its applicable Subsidiary or, to the knowledge of the Company, any other party thereto is in material breach of or material default (or would be in material breach, violation or default but for the existence of a cure period) under any Material Contract, (iii) since the Balance Sheet Date, the Company or its applicable Subsidiary has not received any written or, to the knowledge of the Company, oral claim or notice of material breach of or material default under any Material Contract, (iv) to the knowledge of the Company, no event has occurred which, individually or together with other events, would reasonably be expected to result in a material breach of or a material default under any Material Contract by the Company or its applicable Subsidiary or, to the knowledge of the Company, any other party thereto (in each case, with or without notice or lapse of time or both) and (v) since the Balance Sheet Date through the date hereof, the Company or its applicable Subsidiary has not received written notice from any customer or supplier that is a party to any Material Contract that such party intends to terminate or not renew any Material Contract.

4.14 Company Benefit Plans.

(a) Section 4.14(a) of the Company Schedules sets forth an accurate and complete list of each material Company Benefit Plan and denotes with an asterisk each material Non-U.S. Plan. "Company Benefit Plan" means any "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), and each employment, consulting, equity-based, retirement, supplemental retirement, profit sharing, bonus, incentive, severance, termination, separation, change in control, retention, deferred compensation, vacation, paid time off, insurance, welfare, fringe, medical, dental, life or disability plan, program, policy, arrangement or Contract, and each other employee compensation, remuneration or benefit plan, program, policy, arrangement or Contract that is maintained, sponsored or contributed to (or required to be contributed to) by the Company or any of its Subsidiaries or pursuant to which the Company or any of its Subsidiaries has or may have any liabilities. "Non-U.S. Plan" means any Company Benefit Plan maintained, sponsored or contributed to (or required to be contributed to) by the Company or any of its Subsidiaries or pursuant to which the Company or any of its Subsidiaries has or may have any liabilities outside of the United States primarily for the benefit of employees, consultants or independent contractors working or engaged outside of the United States.

(b) With respect to each material Company Benefit Plan, the Company has made available to Acquiror, to the extent applicable, true, complete and correct copies of (i) such Company Benefit Plan (or, if not written, a written summary of its material terms) and all plan documents, trust agreements, insurance Contracts or other funding vehicles and all amendments thereto, (ii) the most recent summary plan description, including any summary of material modifications thereto, (iii) the two most recent annual reports (Form 5500 series) filed with the Department of Labor with respect to such Company Benefit Plan, (iv) the most recent actuarial report or other financial statement relating to such Company Benefit Plan, (v) the most recent determination, advisory or opinion letter, if any, issued by the IRS with respect to any Company Benefit Plan and any pending request for such a determination letter, and (vi) all material correspondence to or from the IRS, the United States Department of Labor, the Pension Benefit Guaranty Corporation or any other Governmental Authority received in the last three years with respect to any Company Benefit Plan.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) each Company Benefit Plan and each Contract with any consultant and independent contractor has been administered in compliance with its terms and all applicable Laws, including ERISA and the Code and (ii) all contributions required to be made under the terms of any Company Benefit Plan and any Contract with any consultant and independent contractor as of the date this representation is made have been timely made or, if not yet due, have been properly reflected in the Company's financial statements.

(d) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Company Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code (i) has received a favorable determination or opinion letter as to its qualification or (ii) has been established under a preapproved plan for which a current favorable Internal Revenue Service advisory letter or opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer. To the knowledge of the Company, no event has occurred that would reasonably be expected to result in the loss of the tax-qualified status of such plans.

(e) No Company Benefit Plan is a multiemployer pension plan (as defined in Section 3(37) of ERISA) (a "Multiemployer Plan") or other pension plan, in each case, that is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA. At any point during the six year period prior to the date hereof, neither the Company nor any of its ERISA Affiliates has sponsored or contributed to, been required to contribute to, or had any actual or contingent liability under a Multiemployer Plan or Title IV of ERISA. At any point during the six year period prior to the date hereof, neither the Company nor any of its ERISA Affiliates has incurred any withdrawal liability under Section 4201 of ERISA that has not been fully satisfied. No Company Benefit Plan is (i) a "multiple employer plan" (within the meaning of the Code or ERISA), (ii) a "multiple employer welfare arrangement" (within the meaning of Section 3(40) of ERISA) or a (iii) a "funded welfare plan" within the meaning of Section 419 of the Code. No Company Benefit Plan or Contract with any consultant or natural-person independent contractor provides post-employment health insurance benefits other than as required under Section 4980B of the Code. For purposes of this Agreement, "ERISA Affiliate" means any entity (whether or not incorporated) that, together with the Company or any of its Subsidiaries, is considered under common control and treated as one employer under Section 414(b), (c), (m) or (o) of the Code.

(f) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all Non-U.S. Plans comply with applicable local Law, and all such plans that are intended to be funded and/or book-reserved are funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions.

(g) There are no pending, or to the knowledge of the Company, threatened claims (other than routine claims for benefits) by, on behalf of or against any Company Benefit Plan or any trust related thereto, which could reasonably be expected to result in any material liability to the Company, and no audit or other proceeding by a Governmental Authority is pending, or to the knowledge of the Company, threatened, with respect to any Company Benefit Plan.

(h) Neither the Company, any Company Benefit Plan nor, to the knowledge of the Company, any trustee, administrator or other third-party fiduciary and/or party-in-interest thereof, has engaged in any breach of fiduciary responsibility (as determined under ERISA) or any non-exempt "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) to which Section 406 of ERISA or Section 4975 of the Code applies and which will subject the Company or any Subsidiary to the tax or penalty on prohibited transactions imposed by Section 4975 of the Code, which, assuming the taxable period of such transaction expired as of the date hereof, could reasonably be expected to have a Material Adverse Effect.

(i) Neither the execution and delivery of this Agreement, shareholder or other approval of this Agreement nor the consummation of the Transactions will, either alone or in combination with another event, (i) entitle any employee, director, officer, or natural-person consultant or independent contractor of the Company or any of its Subsidiaries to severance pay or any material increase in severance pay, (ii) accelerate the time of payment or vesting, or materially increase the amount of compensation due to any such employee, director, officer, consultant or independent contractor, (iii) cause the Company or any of its Subsidiaries to transfer or set aside any assets to fund any material benefits under any Company Benefit Plan, (iv) limit or restrict the Company's right to materially amend or terminate any Company Benefit Plan on or following the Effective Time without incurring any penalty or liability, (v) require a "gross-up," make-whole, indemnification for, or payment to any individual for any taxes imposed under Section 409A or Section 4999 of the Code or any other tax, or (vi) result in the payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment" as defined in Section 280G(b)(1) of the Code.

4.15 Labor Matters.

(a) (i) Neither the Company nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement, or any other labor-related agreements or arrangements with any labor union, labor organization or works council, and no such agreements or arrangements are currently being negotiated by the Company or any of its Subsidiaries, (ii) no labor union or organization, works council or group of employees of the Company or any of its Subsidiaries has made a pending written demand for recognition or certification and (iii) there are no representation or certification proceedings or petitions seeking a representation proceeding pending or, to the knowledge of the Company, threatened in writing to be brought or filed with the National Labor Relations Board or any other applicable labor relations authority.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries (i) since December 31, 2017, have been in compliance with all applicable Laws regarding employment and employment practices, including all laws respecting terms and conditions of employment, health and safety, employee classification, non-discrimination, wages and hours, immigration, disability rights or benefits, equal opportunity, child labor, civil rights, plant closures and layoffs, affirmative action, workers' compensation, labor relations, pay equity, overtime pay, employee leave issues, the proper classification of employees and independent contractors, the proper classification of exempt and non-exempt employees, and unemployment insurance, (ii) have not been adjudged to have committed any unfair labor practice as defined by the National Labor Relations Board or received written notice of any unfair labor practice complaint against it pending before the National Labor Relations Board that remains unresolved and (iii) since December 31, 2017, have not experienced any actual or, to the knowledge of the Company, threatened, strikes, lockouts, slowdowns, work stoppages, material labor grievances or arbitrations, or other labor disputes (including unfair labor practice charges, grievances, or complaints).

(c) To the knowledge of the Company, no employee of the Company or any of its Subsidiaries at the level of senior vice president or above is in any material respect in violation of any term of any employment agreement, nondisclosure agreement, non-competition agreement, restrictive covenant or other obligation: (i) to the Company or any of its Subsidiaries or (ii) to a former employer of any such employee relating (A) to the right of any such employee to be employed by the Company or any of its Subsidiaries or (B) to the knowledge or use of Trade Secrets or proprietary information.

(d) To the knowledge of the Company, all employees of the Company and its Subsidiaries are legally permitted to be employed by the Company and its Subsidiaries, as applicable, in the jurisdiction in which such employees are employed in their current job capacities.

(e) Since December 31, 2017, the Company and its Subsidiaries have not engaged in layoffs, furloughs or employment terminations sufficient to trigger application of the Workers' Adjustment and Retraining Notification Act of 1988 or any similar state or local Law.

(f) Since December 31, 2017, and except as would not reasonably be expected to result in a material liability to the Company and its Subsidiaries, taken as a whole, no allegations of sexual harassment or sexual misconduct have been made, or, to the knowledge of the Company, threatened to be made, against or involving any current or former officer, director or other key employee by any current or former officer, employee or individual service provider of the Company or any of its Subsidiaries.

4.16 Taxes.

(a) With respect to the following representations and warranties set forth in this Section 4.16(a), except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(i) All Taxes of the Company and its Subsidiaries that are due and payable on or prior to the Closing Date have been (or will be) timely paid in full to the appropriate Governmental Authority on or prior to the Closing Date. Any such Taxes that relate to a Pre-Closing Tax Period that are not yet due and payable (A) for periods covered by the Financial Statements have been properly accrued and adequately disclosed on the Financial Statements in accordance with GAAP, and (B) for periods not covered by the Financial Statements have been properly accrued on the books and records of the Company and its Subsidiaries in accordance with GAAP.

(ii) The Company and its Subsidiaries have timely (A) withheld and collected all Taxes required to have been withheld or collected by them in connection with amounts paid to any employee, independent contractor, creditor, shareholder or any other third party, and (B) remitted such amounts required to have been remitted to the appropriate Governmental Authority.

(iii) Neither the Company nor any of its Subsidiaries is currently or has been within the past five years engaged in any audit, examination, or other administrative or judicial proceeding with a Governmental Authority with respect to Taxes (and no such proceeding is pending or, to the knowledge of the Company, threatened). Neither the Company nor any of its Subsidiaries has received any written notice from a Governmental Authority of a proposed deficiency of Taxes, other than any such deficiencies that have since been resolved.

(iv) No written claim has been made by any Governmental Authority in a jurisdiction where the Company or any of its Subsidiaries does not file a Tax Return that such entity is or may be subject to Taxes by that jurisdiction.

(v) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes of the Company or any of its Subsidiaries, and no written request for any such waiver or extension is currently pending. Neither the Company nor any of its Subsidiaries is presently contesting the Tax liability of the Company or such Subsidiary, as applicable, before any Governmental Authority.

(vi) Neither the Company, any of its Subsidiaries, nor any predecessor thereof has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-deferred treatment under Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code) in the prior two years.

(vii) Neither the Company nor any of its Subsidiaries has been a party to any "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b).

(viii) Neither the Company nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (A) change in method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date and made prior to the Closing; (B) ruling by, or written agreement with, a Governmental Authority (including any closing agreement pursuant to Section 7121 of the Code or any similar provision of Tax Law) issue or executed prior to the Closing; (C) installment sale or open transaction disposition made prior to the Closing; (D) prepaid amount received prior to the Closing; (E) intercompany transaction or excess loss accounts described in the Treasury Regulations promulgated under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign income Tax Law) that existed prior to the Closing; or (F) any inclusion under Section 951(a) or Section 951A of the Code attributable to (1) "subpart F income," within the meaning of Section 952 of the Code, (2) direct or indirect holding of "United States property," within the meaning of Section 956 of the Code, (3) "global intangible low-taxed income," as defined in Section 951A of the Code, in each case, determined as if the relevant taxable years ended on the Closing Date or (4) any inclusion under Section 965 of the Code.

(ix) There are no Liens with respect to Taxes on any of the assets of the Company or any of its Subsidiaries, other than Permitted Liens.

(x) Neither the Company nor any of its Subsidiaries has been included in any "consolidated," "unitary," or "combined" Tax Return provided for under the Law of the United States, any non-U.S. jurisdiction or any state, province, prefect or locality with respect to Taxes for any taxable period for which the statute of limitations has not expired (other than a group of which the Company and its Subsidiaries are the only members).

(xi) Neither the Company nor any of its Subsidiaries has any liability for the Taxes as a result of having been a member of any affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated or consolidated group for Tax purposes under any state, local or foreign Law (other than a group the common parent of which is the Company), or has any liability for the Taxes of any other Person (other than the Company and its Subsidiaries) (A) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law) or (B) as a transferee or successor by Contract (other than Contracts entered into in the ordinary course of business, the primary purpose of which is not Tax) or otherwise.

(xii) There are no Tax sharing, allocation, indemnification or similar agreements in effect as between the Company or any predecessor or Affiliate thereof and any other Person (including the Company Stockholders and any of their respective predecessors or Affiliates) under which PubCo, the Company or any of its Subsidiaries could be liable for any Taxes or other claims of any Person (except, in each case, for any such agreements that are commercial Contracts not primarily relating to Taxes).

(xiii) The Company is not, and has not been at any time during the five year period ending on the Closing Date, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

(xiv) The Company and its Subsidiaries are in compliance with applicable United States and foreign transfer pricing Laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology of the Company and its Subsidiaries.

(xv) To the knowledge of the Company, there are no facts, circumstances or plans that, either alone or in combination, could reasonably be expected to prevent the Transactions from qualifying for the Intended Tax Treatment.

(b) All income and other material Tax Returns required by Law to be filed by the Company and its Subsidiaries have been duly and timely filed (after giving effect to any valid extensions of time in which to make such filings). Neither the Company nor any of its Subsidiaries is currently the beneficiary of any extension of time within which to file any income or other material Tax Return other than extensions of time to file such Tax Returns obtained in the ordinary course of business. Such Tax Returns are true, correct and complete in all material respects.

(c) The Company has not made an election under Section 1362(a) of the Code to be treated as an "S corporation" for U.S. federal, state or local income tax purposes.

(d) Other than the representations and warranties set forth in Section 4.14, this Section 4.16 contains the exclusive representations and warranties of the Company with respect to Tax matters. Nothing in this Section 4.16 shall be construed as providing a representation or warranty with respect to (i) other than the representations and warranties set forth in Section 4.16(a)(viii), any taxable period (or portion thereof) beginning following the Closing Date or (ii) the existence, amount, expiration date or limitations on (or availability of) any Tax attribute.

4.17 Brokers' Fees. No broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement based upon arrangements made by the Company for which the Company has any obligation.

4.18 Insurance. Section 4.18 of the Company Schedules contains a list of all material policies or programs of self-insurance of property, fire and casualty, product liability, workers' compensation and other forms of insurance held by, or for the benefit of, the Company as of the date of this Agreement (other than any insurance policies or programs underlying any Company Benefit Plan). True, correct and complete copies or comprehensive summaries of such insurance policies have been made available to Acquiror. With respect to each such insurance policy required to be listed on Section 4.18 of the Company Schedules, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) all premiums due have been paid (other than retroactive or retrospective premium adjustments and adjustments in the respect of self-funded general liability and automobile liability fronting programs, self-funded health programs and self-funded general liability and automobile liability front programs, self-funded health programs and self-funded workers' compensation programs that are not yet, but may be, required to be paid with respect to any period end prior to the Closing Date), (b) the policy is legal, valid, binding and enforceable in accordance with its terms and, except for policies that have expired under their terms in the ordinary course, is in full force and effect, (c) the Company is not in breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice), and, to the Company's knowledge, no event has occurred which, with notice or the lapse of time or both, would constitute such a breach or default, or permit termination or modification, under the policy, and to the knowledge of the Company, no such action has been threatened and (d) as of the date hereof, no written notice of cancellation, non-renewal, disallowance or reduction in coverage or claim or termination has been received other than in connection with ordinary renewals.

4.19 Real Property; Assets.

(a) None of the Company or any of its Subsidiaries owns, or has ever owned, any real property. Neither he Company nor any of its Subsidiaries is a party to any agreement or option to purchase any real property or material interest therein.

(b) Section 4.19(b) of the Company Schedules contains a true, correct and complete list of all Leased Real Property, including the address of such property. The Company has made available to Acquiror true, correct and complete copies of the leases, subleases, licenses and occupancy agreements (including all modifications, amendments, supplements, guaranties, extensions, renewals, waivers, side letters and other agreements relating thereto) for the Leased Real Property to which the Company or any of its Subsidiaries is a party (the "Real Estate Lease Documents"), and such deliverables comprise all Real Estate Lease Documents relating to the Leased Real Property.

(c) Each Real Estate Lease Document (i) is a legal, valid, binding and enforceable obligation of the Company or its applicable Subsidiary party thereto and, to the knowledge of the Company, the other parties thereto, as applicable, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity, and each such Real Estate Lease Document is in full force and effect, (ii) has not been amended or modified except as reflected in the Real Estate Lease Documents made available to Acquiror and (iii) to the knowledge of the Company, covers the entire estate it purports to cover and, subject to securing the consents or approvals, if any, required under the Real Estate Lease Documents to be obtained from any landlord, or lender to landlord (as applicable), in connection with the execution and delivery of this Agreement by the Company or the consummation of the transactions contemplated hereby by the Company, upon the consummation of the transactions contemplated by this Agreement, will entitle Acquiror or its Subsidiaries to the exclusive use (subject to the terms of the respective Real Estate Lease Documents in effect with respect to the Leased Real Property), occupancy and possession of the premises specified in the Real Estate Lease Documents for the purpose specified in the Real Estate Lease Documents.

(d) No material default or breach by (i) the Company or its applicable Subsidiary or (ii) to the knowledge of the Company, any other parties thereto, as applicable, presently exists under any Real Estate Lease Documents. Neither the Company or its applicable Subsidiary has received written or, to the knowledge of the Company, oral notice of default or breach under any Real Estate Lease Document which has not been cured. To the knowledge of the Company, no event has occurred that, and no condition exists which, with notice or lapse of time or both, would constitute a material default or breach under any Real Estate Lease Document by the Company or its applicable Subsidiary party thereto, or by the other parties thereto. Neither the Company nor any of its Subsidiaries has subleased or otherwise granted any Person the right to use or occupy any Leased Real Property or portion thereof which is still in effect. Neither the Company nor any its Subsidiaries has collaterally assigned or granted any other security interest in the Leased Real Property or any interest therein which is still in effect. The Company or its applicable Subsidiary has a good and valid leasehold title to each Leased Real Property subject only to Permitted Liens. No condemnation or similar proceeding is pending or, to the knowledge of the Company, threatened with respect to any Leased Real Property which would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(e) Neither the Company nor any of its Subsidiaries has received any written notice that remains outstanding as of the date of this Agreement that the current use and occupancy of any Leased Real Property and the improvements thereon (i) are prohibited by any Lien or Law other than Permitted Liens or (ii) are in material violation of any of the recorded covenants, conditions, restrictions, reservations, easements or agreements applicable to such Leased Real Property.

4.20 Environmental Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) The Company and its Subsidiaries, are and, during the last three years, have been in compliance with all Environmental Laws.

(b) There has been no release of any Hazardous Materials at, in, on or under any Leased Real Property in connection with the operations of the Company or its Subsidiaries.

(c) The Company and its Subsidiaries are not subject to and have not received any Governmental Order relating to any non-compliance with Environmental Laws by the Company or any of its Subsidiaries or the release, investigation, sampling, monitoring, treatment, remediation, removal or cleanup of Hazardous Materials.

(d) No Action is pending or, to the knowledge of the Company, threatened, and no investigation is pending or, to the knowledge of the Company, threatened with respect to the Company's or any of the Company's Subsidiaries' compliance with or liability under Environmental Law.

(e) The Company has made available to Acquiror all material environmental reports (including any Phase One or Phase Two environmental site assessments), audits, correspondence or other documents relating to the Leased Real Property or any other property or facility leased or operated by the Company or any of its Subsidiaries in the last three years.

4.21 Absence of Changes.

(a) Since the Balance Sheet Date, there has not been any Effect relating to the Company that, individually or in the aggregate, resulted in, or would reasonably be expected to result in, a Material Adverse Effect.

(b) Except in connection with the transactions contemplated by this Agreement, from the Balance Sheet Date through and including the date of this Agreement, the Company and each of its Subsidiaries (i) has, in all material respects, conducted its business and operated its properties in the ordinary course of business, and (ii) has not taken any action that would require the consent of Acquiror pursuant to Section 6.1 if such action had been taken after the date hereof.

4.22 Affiliate Agreements. Except for, in the case of any employee, officer or director, any employment or indemnification Contract or Contract with respect to the issuance of equity in the Company, neither the Company nor any of its Subsidiaries is a party to any transaction, agreement, arrangement or understanding with any (a) present or former director, manager, officer or employee of the Company or any of its Subsidiaries, (b) beneficial owner (within the meaning of Section 13(d) of the Exchange Act) of five percent or more of the capital stock or equity interests of the Company or any of its Subsidiaries or (c) Affiliate, "associate" or member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 16a-1 under the Exchange Act) of any of the foregoing (any transaction, agreement, arrangement or understanding with any of the Persons identified in clause (a), (b) or (c), a "Company Affiliate Agreement").

4.23 Internal Controls. The Company maintains a system of internal accounting controls designed to provide reasonable assurance that: (a) transactions are executed in accordance with management's general or specific authorizations; (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (c) access to assets is permitted only in accordance with management's general or specific authorization; and (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

4.24 Permits. The Company or one of its Subsidiaries has timely obtained and holds all material Permits (the "Material Permits") that are required to own, lease or operate their properties and assets and to conduct its business as currently conducted, except where the failure to obtain the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) each Material Permit is in full force and effect in accordance with its terms, (b) no outstanding written notice of revocation, cancellation or termination of any Material Permit has been received by the Company, (c) none of such Permits upon its termination or expiration in the ordinary due course will not be renewed or reissued in the ordinary course of business upon terms and conditions substantially similar to its existing terms and conditions, (d) there are no Actions pending or, to the knowledge of the Company, threatened, that seek the revocation, cancellation, limitation, restriction or termination of any Material Permit and (e) the Company is in compliance with all Material Permits applicable to the Company.

4.25 Indebtedness. Section 4.25 of the Company Schedules sets forth the Indebtedness (including the Convertible Notes) of the Company and its Subsidiaries outstanding as of the date hereof, which shall be updated by the Company five Business Days prior to the Closing Date. The Company and its Subsidiaries has no other Indebtedness outstanding as of the date hereof except for Indebtedness set forth in Section 4.25 of the Company Schedules.

4.26 Registration Statement. None of the information relating to the Company supplied by the Company, or by any other Person acting on behalf of the Company, in writing specifically for inclusion or incorporation by reference in the Registration Statement will, as of the time the Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, notwithstanding the foregoing provisions of this Section 4.26, no representation or warranty is made by the Company with respect to information or statements made or incorporated by reference in the Registration Statement that were not supplied by or on behalf of the Company for use therein.

4.27 Customers and Suppliers.

(a) Section 4.27 of the Company Schedule sets forth (i) the top ten (10) customers of the Company and its Subsidiaries based on the dollar amount of revenues earned by the Company and its Subsidiaries during fiscal year ending December 31, 2020 (each, a "Material Customer"), and, with respect to each such customer, the aggregate revenues received from such Person during such period, and (ii) the 10 largest suppliers of materials, products or services to the Company and its Subsidiaries measured by the aggregate amount purchased during fiscal year ending December 31, 2020 (each, a "Material Supplier") and, with respect to each such Material Supplier, the aggregate payments to such Person during such period.

(b) To the knowledge of the Company, no Material Customer or Material Supplier intends to cancel or otherwise substantially modify its relationship with the Company and its Subsidiaries or to decrease or limit materially, its purchase of Company products or services.

4.28 Strategic Financing. The Company has made available to Acquiror prior to the date hereof a true, correct and complete copy of the Strategic Investor LOI, the terms of which are specified on Section 4.28 of the Company Schedules. Except as set forth in the Strategic Investor LOI, there are no conditions precedent to the obligations of the Strategic Investor to provide the Strategic Financing or any contingencies that would permit the Strategic Investor to reduce the total amount of the Strategic Financing. The Strategic Investor LOI has not been modified, altered or amended, nor, to the knowledge of the Company, is any such amendment, modification, withdrawal, termination or rescission currently contemplated. None of the commitments under the executed Strategic Investor LOI have been withdrawn, terminated or rescinded prior to the date of this Agreement. The Strategic Investor LOI is (as to the Company and to the knowledge of the Company, the other parties thereto) valid, binding and in full force and effect and no event has occurred that, with or without notice, lapse of time, or both, which would reasonably be expected to constitute a default or breach or a failure to satisfy a condition precedent on the part of the Company under the terms and conditions of the Strategic Investor LOI, other than any such default, breach or failure that has been irrevocably waived by the Strategic Investor or otherwise cured in a timely manner by the Company to the satisfaction of the Strategic Investor.

4.29 No Additional Representations and Warranties. Except as otherwise expressly provided in this Article IV, the Company expressly disclaims any representations or warranties of any kind or nature, express or implied, including as to the condition, value or quality of the Company or the assets of the Company or its Subsidiaries, and the Company specifically disclaims any representation or warranty with respect to merchantability, usage, suitability or fitness for any particular purpose with respect to the assets of the Company or its Subsidiaries, or as to the workmanship thereof, or the absence of any defects therein, whether latent or patent, it being understood that such subject assets are being acquired “as is, where is” on the Closing Date, and in their present condition, and Acquiror and Merger Sub shall rely on their own examination and investigation thereof. None of the Company’s Affiliates or any of their respective directors, officers, employees, stockholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to Acquiror or its Affiliates, and no such party shall be liable in respect of the accuracy or completeness of any information provided to Acquiror or its Affiliates.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND MERGER SUB

Except as set forth in the (a) Acquiror and Merger Sub Schedules to this Agreement (each of which qualifies the correspondingly numbered representation, warranty or covenant specified therein) or (b) Acquiror SEC Reports filed or furnished by Acquiror on or prior to the date hereof (excluding disclosures that are predictive, cautionary, or forward looking in nature), each of Acquiror and Merger Sub represents and warrants to the Company as of the date of this Agreement and as of the Closing Date as follows:

5.1 Corporate Organization.

(a) Acquiror is duly incorporated and is validly existing as a corporation in good standing under the Laws of Delaware and has the corporate power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted. The copies of the organizational documents of Acquiror previously delivered by Acquiror to the Company are true, correct and complete and are in effect as of the date of this Agreement. Acquiror is, and at all times has been, in compliance in all material respects with all restrictions, covenants, terms and provisions set forth in its respective organizational documents. Acquiror is duly licensed or qualified and in good standing as a foreign corporation in all jurisdictions in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified, except where failure to be so licensed or qualified has not and would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Acquiror or Merger Sub to enter into and perform its obligations under this Agreement and consummate the Transactions.

(b) Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of Delaware, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder. Other than Merger Sub, Acquiror has no other Subsidiaries or any equity or other interests in any other Person.

5.2 Due Authorization.

(a) Each of Acquiror and Merger Sub has all requisite corporate or entity power and authority to execute and deliver this Agreement and each Ancillary Agreement to this Agreement to which it is a party and (subject to the approvals described in Section 5.7) (in the case of Acquiror), upon receipt of the Acquiror Stockholder Approval and effectiveness of the PubCo Charter, to perform its respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and such Ancillary Agreements by each of Acquiror and Merger Sub and the consummation of the transactions contemplated hereby and thereby have been duly, validly and unanimously authorized by all requisite action and (in the case of Acquiror), except for the Acquiror Stockholder Approval, no other corporate or equivalent proceeding on the part of Acquiror or Merger Sub is necessary to authorize this Agreement or such Ancillary Agreements or Acquiror's or Merger Sub's performance hereunder or thereunder. This Agreement has been, and each such Ancillary Agreement will be, duly and validly executed and delivered by each of Acquiror and Merger Sub and, assuming due authorization and execution by each other party hereto and thereto, this Agreement constitutes, and each such Ancillary Agreement will constitute, a legal, valid and binding obligation of each of Acquiror and Merger Sub, enforceable against each of Acquiror and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) Approval by the affirmative vote of the requisite number of shares, in person or represented by proxy and entitled to vote thereon, at the Special Meeting required to approve (i) the Transaction Proposal, (ii) the Stock Issuance Proposal, (iii) the Amendment Proposal, and (iv) the Acquiror Omnibus Incentive Plan Proposal, in each case, assuming a quorum is present (the approval by Acquiror Stockholders of all of the foregoing, collectively, the "Acquiror Stockholder Approval") are the only votes of any of Acquiror's capital stock necessary in connection with the entry into this Agreement by Acquiror, and the consummation of the transactions contemplated hereby (including the Closing). The Sponsor party to the Sponsor Agreement holds sufficient shares of the Acquiror Class B Common Stock, and has the authority, to waive application of Section 4.3(b)(ii) of the Certificate of Incorporation (the "Class B Anti-Dilution Protection") in the manner and on the terms contemplated by the Sponsor Agreement (and without the need for the consent or waiver of any other Person to be solicited or obtained).

(c) The Acquiror Board has duly adopted resolutions: (i) determined that this Agreement, the Subscription Agreements, the Ancillary Agreements to which it is party and the transactions contemplated hereby and thereby are advisable and fair to and in the best interests of Acquiror and its stockholders; (ii) determined that the fair market value of the Company is equal to at least 80% of the amount held in the Trust Account (less any deferred underwriting commissions and taxes payable on interest earned) as of the date hereof; (iii) approved the transactions contemplated by this Agreement as a Business Combination; (iv) approved this Agreement, the Subscription Agreements, the Ancillary Agreements to which it is party and the transactions contemplated hereby and thereby (including the PubCo Charter), and (v) directed that the adoption of this Agreement be submitted to the Company Stockholders for consideration and resolved to recommend that the Company Stockholders adopt this Agreement. The Board of Directors of Merger Sub has duly adopted resolutions (i) approving this Agreement and the transactions contemplated hereby, (ii) determining that this Agreement and the transactions contemplated hereby are advisable and fair to and in the best interests of Merger Sub and its sole stockholder and (iii) recommending that Acquiror approve and adopt this Agreement and the Merger in its capacity as the sole stockholder of Merger Sub.

5.3 No Conflict. Subject to the receipt of the consents, approvals, authorizations and other requirements set forth in Section 5.7 or on Section 5.7 of the Acquiror and Merger Sub Schedules, the execution, delivery and performance of this Agreement by each of Acquiror and Merger Sub and (in the case of Acquiror), upon receipt of the Acquiror Stockholder Approval and the effectiveness of the PubCo Charter, the consummation of the transactions contemplated hereby do not and will not (a) conflict with or violate any provision of, or result in the breach of, the Acquiror Organizational Documents, any organizational documents of any Subsidiaries of Acquiror or any of the organizational documents of Merger Sub, (b) conflict with or result in any violation of any provision of any Law or Governmental Order applicable to each of Acquiror or Merger Sub or any of their respective properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, or result in the acceleration or trigger of any payment, posting of collateral (or right to require the posting of collateral), time of payment, vesting or increase in the amount of any compensation or benefit payable pursuant to, any of the terms, conditions or provisions of any Contract to which each of Acquiror or Merger Sub or any their respective Subsidiaries is a party or by which any of their respective assets or properties may be bound or affected or (d) result in the creation of any Lien upon any of the properties or assets of Acquiror or Merger Sub, except (in the case of clauses (b), (c) or (d) above) for such violations, conflicts, breaches or defaults which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Acquiror or Merger Sub to enter into, perform its obligations under this Agreement and consummate the Transactions.

5.4 Litigation and Proceedings. There are no pending or, to the knowledge of Acquiror, threatened, Actions and, to the knowledge of Acquiror, there are no pending or threatened investigations, in each case, against Acquiror, or otherwise affecting Acquiror or its assets, including any condemnation or similar proceedings, which, if determined adversely, could, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Acquiror or Merger Sub to enter into, perform its obligations under this Agreement and consummate the Transactions. There is no unsatisfied judgment or any open injunction binding upon Acquiror which could, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Acquiror or Merger Sub to enter into, perform its obligations under this Agreement and consummate the Transactions.

5.5 Compliance with Laws.

(a) Except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Acquiror or Merger Sub to enter into, perform its obligations under this Agreement and consummate the Transactions, Acquiror and its Subsidiaries are, and since the date of incorporation of Acquiror have been, in compliance in all material respects with all applicable Laws. Neither Acquiror nor its Subsidiaries has received any written notice from any Governmental Authority of a violation of any applicable Law by Acquiror or its Subsidiaries at any time since the date of incorporation of Acquiror, which violation would reasonably be expected to have a material adverse effect on the ability of Acquiror or Merger Sub to enter into, perform its obligations under this Agreement and consummate the Transactions.

(b) Since the date of incorporation of Acquiror, and except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Acquiror or Merger Sub to enter into, perform its obligations under this Agreement and consummate the Transactions, (i) there has been no action taken by Acquiror, its Subsidiaries, officer, director or, to the knowledge of Acquiror, any manager, employee, agent or representative of Acquiror or its Subsidiaries, in each case, acting on behalf of the Acquiror or its Subsidiaries, in violation of any applicable Anti-Corruption Law, (ii) neither Acquiror nor its Subsidiaries has been convicted of violating any Anti-Corruption Laws or subjected to any investigation by a Governmental Authority for violation of any applicable Anti-Corruption Laws, (iii) neither Acquiror nor its Subsidiaries has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any Anti-Corruption Law and (iv) neither Acquiror nor its Subsidiaries has received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable Anti-Corruption Law.

(c) Since the date of incorporation of Acquiror, and except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Acquiror or Merger Sub to enter into, perform its obligations under this Agreement and consummate the Transactions, (i) there has been no action taken by Acquiror, its Subsidiaries, or, to the knowledge of Acquiror, any officer, director, manager, employee, agent or representative of Acquiror or its Subsidiaries, in each case, acting on behalf of the Acquiror or its Subsidiaries, in violation of any applicable International Trade Laws, (ii) neither Acquiror nor its Subsidiaries has been convicted of violating any International Trade Laws or subjected to any investigation by a Governmental Authority for violation of any applicable International Trade Laws, (iii) neither Acquiror nor its Subsidiaries has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any International Trade Laws and (iv) neither Acquiror nor its Subsidiaries has received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable International Trade Law.

5.6 Employee Benefit Plans. Neither Acquiror, Merger Sub, nor any of their respective Subsidiaries maintains, contributes to or has any obligation or liability, or could reasonably be expected to have any obligation or liability, under, any "employee benefit plan" as defined in Section 3(3) of ERISA or any other material, written plan, policy, program, arrangement or agreement (other than standard employee offer letters that can be terminated at any time without notice, severance or termination pay) providing compensation or benefits to any current or former director, officer, employee, independent contractor or other service provider, including, without limitation, all incentive, bonus, deferred compensation, vacation, holiday, cafeteria, medical, disability, stock purchase, stock option, stock appreciation, phantom stock, restricted stock or other stock-based compensation plans, policies, programs, practices or arrangements (collectively, "Benefit Plans"). Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement (either alone or in combination with another event) will (a) result in any material compensatory payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any shareholder, director, officer or employee of Acquiror, Merger Sub or any of their respective Subsidiaries, or (b) result in the acceleration, vesting or creation of any rights of any shareholder, director, officer or employee of Acquiror, Merger Sub or any of their respective Subsidiaries to payments or benefits or increases in any existing payments or benefits or any loan forgiveness.

5.7 Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of the Company contained in this Agreement, no consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority is required on the part of Acquiror or Merger Sub with respect to Acquiror's or Merger Sub's execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, except for applicable requirements of the HSR Act and any other applicable Antitrust Law, Securities Laws, and Nasdaq and the filing and effectiveness of the Certificate of Merger and the PubCo Charter.

5.8 Financial Ability; Trust Account.

(a) As of the date hereof, Acquiror has no less than $345,000,000 in a trust account at J.P. Morgan Chase Bank, N.A. (the "Trust Account") (including, if applicable, an aggregate of approximately $12,075,000 of deferred underwriting commissions and other fees being held in the Trust Account), maintained by Continental Stock Transfer & Trust Company, a New York corporation, acting as trustee (the "Trustee"), pursuant to the Investment Management Trust Agreement, dated September 21, 2020, by and between Acquiror and the Trustee (the "Trust Agreement"). The Trust Agreement is in full force and effect and is a legal, valid and binding obligation of Acquiror and, to the knowledge of Acquiror, the Trustee, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity. The Trust Agreement has not been terminated, repudiated, rescinded, amended or supplemented or modified, in any respect. There are no side letters and there are no agreements, Contracts, arrangements or understandings, whether written or oral, with the Trustee or any other Person that would (a) cause the description of the Trust Agreement in the Acquiror SEC Reports to be inaccurate or (b) entitle any Person (other than (i) any Acquiror Stockholder who is a Redeeming Stockholder, (ii) the underwriters of the Acquiror's initial public offering, who are entitled to the Deferred Discount (as such term is defined in the Trust Agreement) or (iii) the Acquiror with respect to income earned on the proceeds in the Trust Account to cover any of its Tax obligations and up to $100,000 of interest on such proceeds to pay dissolution expenses) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released except in accordance with the Trust Agreement and the Acquiror Organizational Documents. Amounts in the Trust Account are invested in United States "government securities" within the meaning of Section 2(a)(16) of the Investment Company Act or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act. Acquiror has performed all material obligations required to be performed by it to date under, and is not in material default or breach in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. There are no Actions pending or, to the knowledge of Acquiror, threatened with respect to the Trust Account. Acquiror has not released any money from the Trust Account (other than interest income earned on the principal held in the Trust Account as permitted by the Trust Agreement). As of the Effective Time, the obligations of Acquiror to dissolve or liquidate pursuant to the Acquiror Organizational Documents shall terminate, and, as of the Effective Time, Acquiror shall have no obligation whatsoever pursuant to the Acquiror Organizational Documents to dissolve and liquidate the assets of Acquiror by reason of the consummation of the transactions contemplated hereby. Following the Effective Time, no Acquiror Stockholder shall be entitled to receive any amount from the Trust Account except to the extent such Acquiror Stockholder is a Redeeming Stockholder. As of the date hereof, assuming the accuracy of the representations and warranties of the Company herein and the compliance by the Company with its respective obligations hereunder, Acquiror has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to Acquiror on the Closing Date.

(b) As of the date hereof, Acquiror does not have, or have any present intention, agreement, arrangement or understanding to enter into or incur, any obligations with respect to or under any Indebtedness.

5.9 Taxes.

(a) All income and other material Tax Returns required by Law to be filed by Acquiror and Merger Sub have been duly and timely filed (after giving effect to any valid extensions of time in which to make such filings). Neither Acquiror nor Merger Sub is currently the beneficiary of any extension of time within which to file any income or other material Tax Return other than extensions of time to file such Tax Returns obtained in the ordinary course of business. Such Tax Returns are true, correct and complete in all material respects.

(b) All income and other material Taxes of Acquiror and Merger Sub that are due and payable on or prior to the Closing Date have been (or will be) timely paid in full to the appropriate Governmental Authority on or prior to the Closing Date. Any such Taxes that relate to a Pre-Closing Tax Period that are not yet due and payable (i) for periods covered by Acquiror's financial statements have been properly accrued and adequately disclosed on Acquiror's financial statements in accordance with GAAP, and (ii) for periods not covered by Acquiror's financial statements have been properly accrued on the books and records of Acquiror and Merger Sub in accordance with GAAP.

(c) Acquiror and Merger Sub have timely (i) withheld and collected all material amounts of Taxes required to have been withheld or collected by them in connection with amounts paid to any employee, independent contractor, creditor, shareholder or any other third party, and (ii) remitted such amounts required to have been remitted to the appropriate Governmental Authority.

(d) Neither Acquiror nor Merger Sub is currently or has been within the past five (5) years engaged in any audit, examination, or other administrative or judicial proceeding with a Governmental Authority with respect to Taxes (and no such proceeding is pending or, to the knowledge of Acquiror, threatened). Neither Acquiror nor Merger Sub has received any written notice from a Governmental Authority of a proposed deficiency of a material amount of Taxes, other than any such deficiencies that have since been resolved.

(e) No written claim has been made by any Governmental Authority in a jurisdiction where Acquiror or Merger Sub does not file a Tax Return that such entity is or may be subject to Taxes by that jurisdiction.

(f) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, material Taxes of Acquiror or Merger Sub, and no written request for any such waiver or extension is currently pending. Neither Acquiror nor Merger Sub is presently contesting the Tax liability of Acquiror or Merger Sub, as applicable, before any Governmental Authority.

(g) Neither Acquiror nor Merger Sub has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-deferred treatment under Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code) in the prior two years.

(h) Neither Acquiror nor Merger Sub has been a party to any "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b).

(i) Neither Acquiror nor Merger Sub will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (A) change in method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date and made prior to the Closing; (B) ruling by, or written agreement with, a Governmental Authority (including any closing agreement pursuant to Section 7121 of the Code or any similar provision of Tax Law) issue or executed prior to the Closing; (C) installment sale or open transaction disposition made prior to the Closing; (D) prepaid amount received prior to the Closing; (E) intercompany transaction or excess loss accounts described in the Treasury Regulations promulgated under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign income Tax Law) that existed prior to the Closing; or (F) any inclusion under Section 951(a) or Section 951A of the Code attributable to (1) "subpart F income," within the meaning of Section 952 of the Code, (2) direct or indirect holding of "United States property," within the meaning of Section 956 of the Code, (3) "global intangible low-taxed income," as defined in Section 951A of the Code, in each case, determined as if the relevant taxable years ended on the Closing Date or (4) any inclusion under Section 965 of the Code.

(j) There are no Liens with respect to Taxes on any of the assets of Acquiror or Merger Sub, other than Permitted Liens.

(k) Neither Acquiror nor Merger Sub has been included in any "consolidated," "unitary," or "combined" Tax Return provided for under the Law of the United States, any non-U.S. jurisdiction or any state, province, prefect or locality with respect to Taxes for any taxable period for which the statute of limitations has not expired (other than a group of which Acquiror and Merger Sub are the only members).

(l) Neither Acquiror nor Merger Sub has any liability for the Taxes as a result of having been a member of any affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated or consolidated group for Tax purposes under any state, local or foreign Law (other than a group the common parent of which is Acquiror), or has any liability for the Taxes of any other Person (other than Acquiror and Merger Sub) (i) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law) or (ii) as a transferee or successor by Contract (other than Contracts entered into in the ordinary course of business, the primary purpose of which is not Tax) or otherwise.

(m) There are no Tax sharing, allocation, indemnification or similar agreements in effect as between Acquiror or any predecessor or Affiliate thereof and any other Person under which the Company, Acquiror or Merger Sub could be liable for any Taxes or other claims of any Person (except, in each case, for any such agreements that are commercial Contracts not primarily relating to Taxes).

(n) Acquiror has not made an election under Section 1362(a) of the Code to be treated as an "S corporation" for U.S. federal, state or local income tax purposes.

(o) Acquiror is not, and has not been at any time during the five (5) year period ending on the Closing Date, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

(p) Acquiror and Merger Sub are in compliance with applicable United States and foreign transfer pricing Laws and regulations in all material respects, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology of Acquiror.

(q) To the knowledge of Acquiror, there are no facts, circumstances or plans that, either alone or in combination, could reasonably be expected to prevent the Transactions from qualifying for the Intended Tax Treatment.

(r) Other than the representations and warranties set forth in Section 5.6, this Section 5.9 contains the exclusive representations and warranties of Acquiror with respect to Tax matters. Nothing in this Section 5.9 shall be construed as providing a representation or warranty with respect to (i) other than the representations and warranties set forth in Section 5.9(a), any taxable period (or portion thereof) beginning following the Closing Date or (ii) the existence, amount, expiration date or limitations on (or availability of) any Tax attribute.

5.10 Brokers' Fees. Except for Goldman Sachs & Co. LLC, Morgan Stanley & Co., and J.P. Morgan Securities, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission (including any deferred underwriting commission) in connection with the transactions contemplated by this Agreement (including the Equity Financing) or as a result of the Closing, in each case, including based upon arrangements made by Acquiror or Merger Sub or any of their respective Affiliates, including the Sponsor.

5.11 Acquiror SEC Reports; Financial Statements; Sarbanes-Oxley Act.

(a) Acquiror has filed or furnished, as applicable, on a timely basis, all forms, schedules, statements, certifications, reports and other documents, including any exhibits thereto, required to be filed with or furnished to the SEC (collectively, as they have been amended since the time of their filing and including all exhibits thereto, the "Acquiror SEC Reports"). None of the Acquiror SEC Reports, as of their respective dates (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The audited financial statements and unaudited interim financial statements (including, in each case, the notes and schedules thereto) included in the Acquiror SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto and except with respect to unaudited statements as permitted by Form 10-Q of the SEC), and fairly present (subject, in the case of the unaudited interim financial statements included therein, to normal year-end adjustments and the absence of complete footnotes) in all material respects the financial position of Acquiror as of the respective dates thereof and the results of their operations and cash flows for the respective periods then ended.

(b) Except as not required in reliance on exemptions from various reporting requirements by virtue of Acquiror's status as an "emerging growth company" within the meaning of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012, Acquiror has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act and 15d-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Acquiror and other material information required to be disclosed by Acquiror in the reports and other documents that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such material information is accumulated and communicated to Acquiror's principal executive officer and its principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Such disclosure controls and procedures are effective in timely alerting Acquiror's principal executive officer and principal financial officer to material information required to be included in Acquiror's periodic reports required under the Exchange Act.

(c) Acquiror has established and maintained a system of internal controls. Such internal controls are sufficient to provide reasonable assurance regarding the reliability of Acquiror's financial reporting and the preparation of Acquiror's financial statements for external purposes in accordance with GAAP.

(d) There are no outstanding loans or other extensions of credit made by Acquiror to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of Acquiror. Acquiror has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(e) To the knowledge of Acquiror, neither Acquiror nor Acquiror's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the design or operation of internal controls utilized by Acquiror that would reasonably be expected to adversely affect Acquiror's ability to record, process, summarize and report financial information for inclusion in the applicable financial statements, (ii) any fraud, whether or not material, that involves Acquiror's management or other employees who have a significant role in the preparation of financial statements or the internal controls utilized by Acquiror or (iii) any material complaints from any source regarding accounting, internal accounting controls or auditing matters.

(f) As of the date hereof, there are no outstanding SEC comments from the SEC with respect to the Acquiror SEC Reports. To the knowledge of Acquiror, none of the Acquiror SEC Reports filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

5.12 Business Activities; Absence of Changes.

(a) Since the date of its incorporation, Acquiror has not conducted any business activities other than activities directed toward the accomplishment of a Business Combination. Except as set forth in the Acquiror Organizational Documents, there is no agreement, commitment or Governmental Order binding upon Acquiror or to which Acquiror is a party which has had or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Acquiror or any acquisition of property by Acquiror or the conduct of business by Acquiror as currently conducted or as contemplated to be conducted as of the Closing other than such effects, individually or in the aggregate, which have not had and would not reasonably be expected to have a material adverse effect on the ability of Acquiror or Merger Sub to consummate the Transactions.

(b) Acquiror does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity. Except for this Agreement and the Transactions, Acquiror has no interests, rights, obligations or liabilities with respect to, and is not party to, bound by or has its assets or property subject to, in each case whether directly or indirectly, any Contract or transaction which is, or could reasonably be interpreted as constituting, a Business Combination.

(c) Except for (i) this Agreement and the agreements expressly contemplated hereby (including any agreements permitted by Section 7.2), (ii) with respect to fees and expenses of Acquiror's legal, financial and other advisors and (iii) directors' and officers' liability insurance, Acquiror is not, and at no time has been, party to any Contract with any other Person that would require payments by Acquiror in excess of $150,000 monthly, $250,000 in the aggregate annually with respect to any individual Contract or more than $500,000 in the aggregate annually when taken together with all other Contracts (other than this Agreement and the agreements expressly contemplated hereby (including any agreements permitted by Section 7.2)).

(d) There is no liability, debt or obligation against Acquiror or its Subsidiaries, except for liabilities and obligations (i) reflected or reserved for on Acquiror's consolidated balance sheet for the quarterly period ended September 30, 2020 or disclosed in the notes thereto (other than any such liabilities not reflected, reserved or disclosed as are not and would not be, in the aggregate, material to Acquiror and its Subsidiaries, taken as a whole) or (ii) that have arisen since the date of Acquiror's consolidated balance sheet for the quarterly period ended September 30, 2020 in the ordinary course of the operation of business of Acquiror and its Subsidiaries (other than any such liabilities as are not and would not be, in the aggregate, material to Acquiror and its Subsidiaries, taken as a whole).

(e) Since its organization, Merger Sub has not conducted any business activities other than activities directed toward the accomplishment of the Merger. Except as set forth in Merger Sub's organizational documents, there is no agreement, commitment, or Governmental Order binding upon Merger Sub or to which Merger Sub is a party which has had or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Merger Sub or any acquisition of property by Merger Sub or the conduct of business by Merger Sub as currently conducted or as contemplated to be conducted as of the Closing other than such effects, individually or in the aggregate, which have not had and would not reasonably be expected to have a material adverse effect on the ability of Merger Sub to enter into and perform its obligations under this Agreement.

(f) Merger Sub does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity.

(g) Merger Sub was formed solely for the purpose of effecting the Merger and has not engaged in any business activities or conducted any operations other than in connection with the Merger and has no, and at all times prior to the Effective Time except as contemplated by this Agreement or the Ancillary Agreements to this Agreement, will have no, assets, liabilities or obligations of any kind or nature whatsoever other than those incident to its formation.

(h) Since the date of Acquiror's formation through and including the date of this Agreement, (i) there has not been any change, development, condition, occurrence, event or effect relating to the Acquiror or its Subsidiaries that, individually or in the aggregate, resulted in, or would reasonably be expected to result in, a material adverse effect on the ability of Acquiror or Merger Sub to consummate the Transactions and (ii) Acquiror and its Subsidiaries have not taken any action that would require the consent of the Company pursuant to Section 7.2 if such action had been taken after the date of this Agreement.

5.13 Registration Statement. As of the time the Registration Statement becomes effective under the Securities Act, the Registration Statement (together with any amendments or supplements thereto) will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that Acquiror makes no representations or warranties as to the information contained in or omitted from the Registration Statement in reliance upon and in conformity with information furnished in writing to Acquiror by or on behalf of the Company specifically for inclusion in the Registration Statement.

5.14 No Outside Reliance. Notwithstanding anything contained in this Article V or any other provision hereof, Acquiror and its Affiliates and any of its and their respective directors, officers, employees, stockholders, partners, members or Representatives, acknowledge and agree that Acquiror and Merger Sub have made their own investigation of the Company and that neither the Company nor any of its Affiliates or any of their respective directors, officers, employees, stockholders, partners, members, agents or Representatives, is making or has made any representation or warranty whatsoever, express or implied, other than those expressly given by the Company in Article IV, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Company. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Acquiror and Merger Sub Schedules or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room" (whether or not accessed by Acquiror or its representatives) or reviewed by Acquiror pursuant to the Confidentiality Agreement) or management presentations that have been or shall hereafter be provided to Acquiror or any of its Affiliates, agents or representatives are not and will not be deemed to be representations or warranties of the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article IV. Except as otherwise expressly set forth in this Agreement, Acquiror understands and agrees that any assets, properties and business of the Company are furnished "as is", "where is" and subject to and except as otherwise provided in the representations and warranties of the Company expressly set forth in Article IV or any certificate delivered in accordance with Section 9.2(c), with all faults and without any other representation or warranty of any nature whatsoever.

5.15 Capitalization.

(a) As of the date hereof, the authorized capital stock of Acquiror consists of (i) 1,000,000 shares of preferred stock, with a par value of $0.0001 per share, and (ii) 380,000,000 shares of Acquiror Common Stock with a par value of $0.0001 per share, consisting of 380,000,000 shares of authorized Acquiror Class A Common Stock, and 20,000,000 shares of authorized Acquiror Class B Common Stock. Each Acquiror Warrant entitles the holder thereof to purchase one share of Acquiror Class A Common Stock at an exercise price of $11.50 per share on the terms and conditions set forth in such Acquiror Warrant. As of February 1, 2021, (A) no shares of preferred stock of Acquiror are issued and outstanding; (B) 34,500,000 shares of Acquiror Class A Common Stock are issued and outstanding; (C) 8,625,000 shares of Acquiror Class B Common Stock are issued and outstanding; (D) 17,433,334 Acquiror Warrants, consisting of (x) 11,500,000 Acquiror Public Warrants and (y) 5,933,334 Acquiror Private Placement Warrants, of which 5,933,334 Acquiror Private Placement Warrants are held by the Sponsor, have been issued; and (E) 16,489,338 Acquiror Units remain outstanding. All of the issued and outstanding shares of Acquiror Class A Common Stock (i) have been duly authorized and validly issued and are fully paid and nonassessable, (ii) were issued in compliance in all material respects with applicable Law, and (iii) were not issued in breach or violation of any preemptive rights or Contract.

(b) Except for this Agreement, the Acquiror Warrants, the Subscription Agreements, and the Non-Redemption Agreements, there are (i) no subscriptions, calls, options, warrants, rights or other securities convertible into or exchangeable or exercisable for shares of Acquiror Class A Common Stock or any other equity interests of Acquiror, or any other Contracts to which Acquiror is a party or by which Acquiror is bound obligating (or in lieu of a cash payment, allowing) Acquiror to issue or sell any shares of capital stock of, other equity interests in or debt securities of, Acquiror, and (ii) no equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in Acquiror. Except as otherwise required by Acquiror's Organizational Documents or the Trust Agreement, there are no outstanding contractual obligations of Acquiror to repurchase, redeem or otherwise acquire any securities or equity interests of Acquiror. There are no outstanding bonds, debentures, notes or other Indebtedness of Acquiror having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the Acquiror Stockholders may vote. Other than the Lock-Up Agreements, Acquiror is not a party to any shareholders' agreement, voting agreement or registration rights agreement relating to Acquiror Class A Common Stock or any other equity interests of Acquiror. Acquiror does not own any capital stock or any other equity interests in any other Person (other than Merger Sub) or has any right, option, warrant, conversion right, stock appreciation right, redemption right, repurchase right, agreement, arrangement or commitment of any character under which a Person is or may become obligated to issue or sell, or give any right to subscribe for or acquire, or in any way dispose of, any shares of the capital stock or other equity interests, or any securities or obligations exercisable or exchangeable for or convertible into any shares of the capital stock or other equity interests, of such Person. There are no securities or instruments issued by or to which Acquiror is a party containing anti-dilution or similar provisions that will be triggered by the consummation of the Transactions, in each case, that have not been, or will not be, waived on or prior to the Closing Date.

(c) As of the date hereof, the authorized share capital of Merger Sub consists of 100 shares of common stock, par value $0.001 per share, of which 10 shares are issued and outstanding and beneficially held (and held of record) solely by Acquiror as of the date of this Agreement.

5.16 Nasdaq Stock Market Quotation. The Acquiror Units, the Acquiror Public Warrants and the issued and outstanding shares of Acquiror Class A Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq under the symbols "FCACU" (with respect to the Acquiror Units), "FCAC" (with respect to the Acquiror Class A Common Stock) and "FCACW" (with respect to the Acquiror Public Warrants). Acquiror is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of Nasdaq and there is no action or proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by Nasdaq or the SEC with respect to any intention by such entity to deregister the Acquiror Units, the Acquiror Class A Common Stock or the Acquiror Public Warrants or terminate the listing of the Acquiror Units, the Acquiror Class A Common Stock or the Acquiror Public Warrants on Nasdaq. None of Acquiror or its Affiliates has taken any action in an attempt to terminate the registration of the Acquiror Units, the Acquiror Class A Common Stock or the Acquiror Public Warrants under the Exchange Act, except as contemplated by this Agreement.

5.17 Contracts. Except for those Contracts filed (or incorporated by reference) as exhibits to the Acquiror SEC Reports and except for the documents to be executed by Acquiror in connection with the Equity Financing and the other Transactions, neither Acquiror nor any of its Subsidiaries is party to any Contract that would be required to be filed (or incorporated by reference) as an exhibit to Acquiror's Annual Report on Form 10-K pursuant to Item 601(b)(10) of Regulation S-K.

5.18 Title to Property. Neither Acquiror nor any of its Subsidiaries (a) owns or leases any real or personal property or (b) is a party to any agreement or option to purchase any real property, personal property or other material interest therein.

5.19 Investment Company Act. Neither Acquiror nor any of its Subsidiaries is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

5.20 Affiliate Agreements. None of Acquiror or its Subsidiaries is a party to any transaction, agreement, arrangement or understanding with any (a) present or former executive officer or director of any of Acquiror or its Subsidiaries, (b) beneficial owner (within the meaning of Section 13(d) of the Exchange Act) of 5% or more of the capital stock or equity interests of any of the Company or (c) Affiliate, "associate" or member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 16a-1 under the Exchange Act) of any of the foregoing (each of the foregoing, an "Acquiror Affiliate Agreement").

5.21 Sponsor Agreement. Acquiror has delivered to the Company a true, correct and complete copy of the Sponsor Agreement. The Sponsor Agreement is in full force and effect and has not been withdrawn or terminated, or otherwise amended or modified, in any respect, and no withdrawal, termination, amendment or modification is contemplated by Acquiror. The Sponsor Agreement is a legal, valid and binding obligation of Acquiror and, to the knowledge of Acquiror, each other party thereto and neither the execution or delivery by any party thereto of, nor the performance of any party's obligations under, the Sponsor Agreement violates any provision of, or results in the breach of or default under, or requires any filing, registration or qualification under, any applicable Law. No event has occurred that, with or without notice, lapse of time or both, would constitute a default or breach on the part of Acquiror under any term or condition of the Sponsor Agreement.

5.22 Non-Redemption Agreements. The Acquiror has delivered, or will deliver promptly after the execution and delivery of this Agreement and in any event no later than the end of the day following the date of this Agreement, to the Company true, correct and complete copies of each Non-Redemption Agreement. Each Non-Redemption Agreement is in full force and effect and has not been withdrawn or terminated, or otherwise amended or modified, in any respect, and no withdrawal, termination, amendment or modification is contemplated by Acquiror or, to the knowledge of Acquiror, any other party thereto. Each Non-Redemption Agreement is a legal, valid and binding obligation, subject to the terms therein, of Acquiror and, to the knowledge of Acquiror, each other party thereto, and neither the execution or delivery by any party thereto of, nor the performance of any party's obligations under, any such Non-Redemption Agreement violates any Laws. No event has occurred that, with or without notice, lapse of time or both, would constitute a default or breach on the part of Acquiror under any material term or condition of any Non-Redemption Agreement.

5.23 Equity Financing. Section 5.23 of the Acquiror and Merger Sub Schedules sets forth a complete list of the Equity Investors entering into Subscription Agreements that as of the date hereof pursuant to which the Equity Investors have committed, subject solely to the terms and conditions thereof and expressly stated therein, to acquire Acquiror Common Stock immediately prior to the Closing. Acquiror has delivered, or will deliver promptly after the execution and delivery of this Agreement and in any event no later than the end of the day following the date of this Agreement, to the Company true, complete and correct copies of the executed Subscription Agreements. Except as set forth in the Subscription Agreements, there are no conditions precedent to the obligations of the Equity Investors to provide the Equity Financing or any contingencies that would permit the Equity Investors to reduce the total amount of the Equity Financing. There are no other agreements, side letters or arrangements relating to the Equity Financing to which Acquiror or any of its Affiliates is a party that could impose conditions to the funding of the Equity Financing, other than those set forth in the Subscription Agreements. As of the date hereof, Acquiror does not have any reason to believe that it will be unable to satisfy on a timely basis all conditions to be satisfied by it in the Subscription Agreements at the time it is required to consummate the Closing hereunder. None of the executed Subscription Agreements have been modified, altered or amended, nor, to the knowledge of Acquiror, is any such amendment, modification, withdrawal, termination or rescission currently contemplated or the subject of current discussions. None of the commitments under the executed Subscription Agreements have been withdrawn, terminated or rescinded prior to the date of this Agreement. The Subscription Agreements are (or shall be when executed) (as to Acquiror and to the knowledge of the Acquiror, the other parties thereto) valid, binding and in full force and effect and no event has occurred that, with or without notice, lapse of time, or both, which would reasonably be expected to constitute a default or breach or a failure to satisfy a condition precedent on the part of Acquiror under the terms and conditions of the Subscription Agreements, other than any such default, breach or failure that has been irrevocably waived by the applicable Equity Investor or otherwise cured in a timely manner by Acquiror to the satisfaction of such Equity Investor.

ARTICLE VI
COVENANTS OF THE COMPANY

6.1 Conduct of Business. From the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms (the "Interim Period"), the Company shall, except as set forth on Section 6.1 of the Company Schedules, as expressly contemplated by this Agreement or as consented to by Acquiror in writing (which consent shall not be unreasonably conditioned, withheld or delayed), as taken (or omitted to be taken) reasonably in response to conditions arising from COVID-19 (including in response to any COVID-19 Measures) or as may be required by Law, (i) use commercially reasonable efforts to conduct and operate its business in the ordinary course, and to preserve intact the current business organization and ongoing businesses of the Company, and maintain the existing relations and goodwill of the Company with customers, suppliers, joint venture partners, distributors and creditors of the Company, and (ii) use commercially reasonable efforts to maintain all insurance policies of the Company or substitutes therefor. Without limiting the generality of the foregoing, except as set forth on Section 6.1 of the Company Schedules, as expressly contemplated by this Agreement or as consented to by Acquiror in writing (which consent shall not be unreasonably conditioned, withheld or delayed), or as may be required by Law, the Company shall not, during the Interim Period, except as otherwise contemplated by this Agreement:

(a) except as required by Section 6.9 and except for the amendment of the Company Certificate of Incorporation to provide for Series D Preferred on the terms specified in transaction documents with respect to the Strategic Financing, including the Strategic Investor LOI (which transaction documents will be subject to Acquiror's prior written approval, not to be unreasonably withheld, conditioned or delayed so long as such transaction documents are consistent with the Strategic Investor LOI), change or amend the certificate of incorporation or the bylaws of the Company;

(b) (i) make, declare or pay any dividend or distribution (whether in cash, stock or property) to the stockholders of the Company in their capacities as stockholders, (ii) effect any recapitalization, reclassification, split or other change in its capitalization, (iii) except with respect to Company Options outstanding as of the date hereof pursuant to the Company Group Stock Plans, repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any shares of its capital stock or other equity interests or (iv) except for the issuance of Series D Preferred as contemplated by the transaction documents with respect to the Strategic Financing, including the Strategic Investor LOI (which transaction documents will be subject to Acquiror's prior written approval, not to be unreasonably withheld, conditioned or delayed so long as such transaction documents are consistent with the Strategic Investor LOI), issue, deliver, sell, authorize, pledge or otherwise encumber, or agree to any of the foregoing with respect to, any shares of capital stock or other equity securities or ownership interests or any securities convertible into or exchangeable for shares of capital stock or other equity securities or ownership interests, or subscriptions, rights, warrants or options to acquire any shares of capital stock or other equity securities or ownership interests or any securities convertible into or exchangeable for shares of capital stock or other equity securities or other ownership interests, or enter into other agreements or commitments of any character obligating it to issue any such shares, equity securities or other ownership interests or convertible or exchangeable securities;

(c) enter into, or amend or modify any material term of (in a manner adverse to the Company), terminate (excluding any expiration in accordance with its terms), or waive or release any material rights, claims or benefits under, any Material Contract (or any Contract, that if existing on the date hereof, would have been a Material Contract), any Real Estate Lease Document related to the Leased Real Property or any collective bargaining or similar agreement (including agreements with works councils and trade unions and side letters) to which the Company is a party or by which it is bound, other than entry into, amendments of, modifications of, terminations of, or waivers or releases under, such agreements in the ordinary course of business;

(d) sell, transfer, license, sublicense, covenant not to assert, lease, pledge or otherwise encumber or subject to any Lien, abandon, cancel, let lapse or convey or dispose of any assets, properties or business of the Company (including Owned Intellectual Property), except for (i) dispositions of obsolete or worthless assets, (ii) sales of tangible inventory in the ordinary course of business and (iii) sales, abandonment, lapses of tangible assets or tangible items or tangible materials in an amount not in excess of $10,000,000 in the aggregate, other than (A) Permitted Liens or (B) pledges and encumbrances on property and assets in the ordinary course of business and that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(e) except as required under applicable Law or the terms of any Company Benefit Plan existing as of the date hereof: (i) increase in any manner the compensation, bonus, pension, welfare, fringe or other benefits, severance or termination pay of any of the current or former directors, officers, employees or natural-person independent contractor of the Company or its Subsidiaries, other than increases to officers that do not exceed 5% individually or 3% in the aggregate or increases to any such individuals who are not directors or officers of the Company or its Subsidiaries in the ordinary course of business consistent with past practice, (ii) become a party to, establish, amend, commence participation in, terminate any stock option plan or other equity-based compensation plan, or any compensation, severance, pension, retirement, profit-sharing, welfare benefit, or other employee benefit plan or agreement with or for the benefit of any current or former directors, officers, employees or natural-person independent contractors of the Company or its Subsidiaries (or newly-hired employees), (iii) accelerate the vesting of or lapsing of restrictions with respect to any stock-based compensation or other long-term incentive compensation under any Company Benefit Plan (including the Company Group Stock Plans), (iv) grant any new awards under any Company Benefit Plan (including the Company Group Stock Plans), (v) amend or modify any outstanding award under any Company Benefit Plan (including the Company Group Stock Plans), (vi) enter into, amend or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization, (vii) forgive any loans, or issue any loans (other than routine travel advances issued in the ordinary course of business) to any of its or its Subsidiaries' directors, officers, independent contractors or employees, (viii) hire or engage any new employee or natural-person independent contractor if such new employee or independent contractor will receive annual base compensation in excess of $300,000, other than in the ordinary course of business, or (ix) terminate the employment or engagement, other than for cause or due to death or disability, of any employee or independent contractor receiving annual base compensation in excess of $300,000;

(f) (i) fail to maintain its existence or acquire by merger or consolidation with, or merge or consolidate with, or purchase a material portion of the assets or equity of, any corporation, partnership, limited liability company, association, joint venture or other business organization or division thereof for an aggregate purchase price not in excess of an amount equal to $200 million *less* the aggregate purchase price paid or to be paid (including the maximum amount to be paid in respect of future payments in respect of the purchase price) under the doc.ai Acquisition Agreement; or (ii) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company (other than the transactions contemplated by this Agreement);

(g) make any capital expenditures (or commitment to make any capital expenditures) that in the aggregate exceed $5,000,000, other than any capital expenditure (or series of related capital expenditures) set forth in the Company's annual capital expenditure budget for periods following the date hereof, made available to Acquiror prior to the date hereof;

(h) make any loans, advances or capital contributions to, or investments in, any other Person (including to any of its officers, directors, agents or consultants), make any material change in its existing borrowing or lending arrangements for or on behalf of such Persons, or enter into any "keep well" or similar agreement to maintain the financial condition of any other Person, except advances to directors, employees or officers of the Company in the ordinary course of business or as required under any provisions of the Company Certificate of Incorporation or a Company Benefit Plan, the bylaws of the Company or any indemnification agreement to which the Company is a party, in each case as in effect as of the date hereof;

(i) make, revoke or change any material Tax election, adopt or change any material Tax accounting method or period, file any amendment to a material Tax Return or a claim for refund of material Taxes, enter into any agreement with a Governmental Authority with respect to a material amount of Taxes, settle or compromise any examination, audit or other Action with a Governmental Authority of or relating to any material Taxes or settle or compromise any claim or assessment by a Governmental Authority in respect of material Taxes, consent to any extension or waiver of the statutory period of limitations applicable to any claim or assessment in respect of Taxes, or enter into any Tax sharing or similar agreement (excluding any commercial Contract not primarily related to Taxes);

(j) knowingly take any action, or knowingly fail to take any action, which action or failure to act would reasonably be expected to prevent or impede the Transactions from qualifying for the Intended Tax Treatment;

(k) acquire any fee interest in real property;

(l) enter into, renew or amend in any material respect any Company Affiliate Agreement;

(m) waive, release, compromise, settle or satisfy any pending or threatened material claim (which shall include, but not be limited to, any pending or threatened Action) or compromise or settle any liability, other than in the ordinary course of business or that otherwise do not exceed $10,000,000 in the aggregate;

(n) (i) incur, create, assume refinance or otherwise become liable for (whether directly, contingently or otherwise) any Indebtedness or guarantee any Indebtedness of another Person, issue or sell any debt securities (or warrants or other rights to acquire any debt securities) of the Company or any of its Subsidiaries (other than incurrence of Indebtedness under the Company or any of its Subsidiaries' respective credit facilities entered into prior to the date of this Agreement, other than loans, advances or capital contributions made by the Company or one of its wholly owned Subsidiaries to the Company or one of its Subsidiaries), other than in connection with the promissory note to be issued pursuant to the terms of the doc.ai Acquisition Agreement and other than in excess of $5,000,000 individually or $15,000,000 in the aggregate, or (ii) make any loans, advances or capital contributions to, or investments in, any other Person (other than loans, advances or capital contributions made by the Company or one of its wholly owned Subsidiaries to one of its other wholly owned Subsidiaries) other than in excess of $5,000,000 individually or $15,000,000 in the aggregate;

(o) cancel or forgive any Indebtedness owed to the Company or one of the Company's Subsidiaries;

(p) enter into any material new line of business outside of the business currently conducted by the Company as of the date of this Agreement (it being understood that this Section 6.1(p) shall not restrict the Company from extending its business into new geographies);

(q) make any material change in financial accounting methods, principles or practices, except insofar as may have been required by a change in GAAP (including pursuant to standards, guidelines and interpretations of the Financial Accounting Standards Board or any similar organization) or applicable Law;

(r) (i) disclose any source code for any Owned Company Software or any other material Trade Secrets to any Person (other than pursuant to a written agreement sufficient to protect the confidentiality thereof) or (ii) subject any Owned Intellectual Property (including any Owned Company Software) to Copyleft Terms; and

(s) enter into any agreement to take any action prohibited under this Section 6.1.

6.2 Inspection. During the Interim Period, the Company shall give, and shall cause each its Subsidiaries to give, Acquiror and its Representatives reasonable access, upon reasonable advance notice (of at least 24 hours prior written notice), during normal business hours to the senior management, properties, books and records of the Company and its Subsidiaries and, during such period, shall furnish to Acquiror and its Representatives such additional financial and operating data and other information regarding the business of the Company and its Subsidiaries as Acquiror and its Representatives may reasonably request, solely for purposes of consummating the transactions contemplated by this Agreement; provided, however, that (a) such access or furnishing of information shall be conducted during normal business hours, under the supervision of such Company's personnel, and in such a manner as to not unreasonably disrupt the normal operations of such Company or Company's Subsidiary or in light of COVID-19 or any COVID-19 Measures, jeopardize the health or safety of any employee of such Company (which may require remote and telephonic meetings), and (b) neither Company nor any of its Subsidiaries is under any obligation to disclose hereunder any information the disclosure of which is restricted by a Contract in effect as of the date of this Agreement or applicable Law or would result in the waiver of any attorney-client, work product or other applicable privilege; provided, further, that in any such case, the applicable parties shall cooperate and use commercially reasonable efforts to provide Acquiror and its Representatives with such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) in a manner that does not violate any such applicable Contract, Law (including HIPAA) or attorney-client, work product or other applicable privilege. No investigation pursuant to this Section 6.2 or information provided, made available or delivered pursuant to this Agreement will affect or be deemed to modify any of the representations or warranties of the parties contained in this Agreement or the conditions hereunder to the obligations of the parties hereto. All information provided pursuant to this Section 6.2 shall remain subject in all respects to the Confidentiality Agreement.

6.3 Company Support Agreements.

(a) The Company shall obtain promptly after the execution of this Agreement, and in any event no later than the end of the day following the date of this Agreement, counterparts to the support agreements in the form attached hereto as Exhibit I (the "Company Support Agreement") duly executed by the Company Stockholders holding at least a majority of the voting power of the outstanding shares of Company Capital Stock pursuant to which such Company Stockholders have agreed to vote their shares in favor of the Transactions and who can give the Company Requisite Approval.

(b) As promptly as reasonably practicable, and in any event within five Business Days following the date on which the Registration Statement is declared effective by the SEC, the Company shall use its reasonable best efforts to (i) obtain and deliver to Acquiror a true, complete and correct copies of Company Support Agreements executed by each holder of Convertible Notes and each holder of Company Warrants, to the extent such holders have not delivered counterparts to the Company Support Agreement in accordance with the first sentence of this Section 6.3 and (ii) obtain the consent of the Person listed in Section 6.3 of the Acquiror Schedules.

(c) Without limiting the foregoing, any Convertible Note that is not converted into Company Preferred Stock prior to the Effective Time shall be Payoff Indebtedness and, to the extent permitted thereunder, shall be repaid in accordance with Section 6.8; provided that, notwithstanding the foregoing, if consent of the holder of the Convertible Note is required under such Convertible Note to permit the Company to pre-pay any amounts outstanding under such Convertible Note, the Company shall use reasonable best efforts to obtain consent thereunder.

6.4 No Acquiror Common Stock Transactions. From and after the date of this Agreement until the Effective Time, except as otherwise contemplated by this Agreement, the Company shall not engage in any transactions involving the securities of Acquiror without the prior consent of Acquiror if the Company possesses material nonpublic information of the Acquiror.

6.5 No Claim Against the Trust Account. The Company acknowledges that Acquiror is a special purpose acquisition company with the power and privileges to effect a merger, asset acquisition, reorganization or similar business combination involving the Company and one or more businesses or assets, and the Company has read Acquiror's final prospectus, dated September 23, 2020, and other Acquiror SEC Reports, the Acquiror Organizational Documents, and the Trust Agreement and understands that Acquiror has established the Trust Account described therein for the benefit of Acquiror's public stockholders and that disbursements from the Trust Account are available only in the limited circumstances set forth therein. The Company further acknowledges and agrees that Acquiror's sole assets consist of the cash proceeds of Acquiror's initial public offering and private placements of its securities, and that substantially all of these proceeds have been deposited in the Trust Account for the benefit of its public shareholders. The Company further acknowledges that, if the transactions contemplated by this Agreement are not consummated by September 24, 2022, or such later date as approved by the shareholders of Acquiror to complete a Business Combination, Acquiror will be obligated to return to its stockholders the amounts being held in the Trust Account. Accordingly, the Company (on behalf of itself and its Affiliates) hereby waives any past, present or future claim of any kind against, and any right to access, the Trust Account, any trustee of the Trust Account and Acquiror to collect from the Trust Account any monies that may be owed to them by Acquiror or any of its Affiliates for any reason whatsoever, and will not seek recourse against the Trust Account at any time for any reason whatsoever. This Section 6.5 shall survive the termination of this Agreement for any reason.

6.6 Proxy Solicitation; Other Actions. The Company has provided to Acquiror, for inclusion in the Registration Statement, to be filed by Acquiror on the date hereof, the audited financial statements, including balance sheets, statements of operations, statements of redeemable preferred stock and stockholders' deficit and statements of cash flows as of and for the years ended December 31, 2018 and 2019, and the unaudited financial statements including balance sheets, statements of operations, statements of redeemable preferred stock and stockholders' deficit and statements of cash flows as of and for the nine-month period ended September 30, 2020, in each case, prepared in accordance with GAAP and Regulation S-X under the Securities Act (except (i) as otherwise noted therein to the extent permitted by Regulation S-X under the Securities Act and (ii) in the case of the unaudited financial statements, subject to normal and recurring year-end adjustments and the absence of notes thereto). The Company shall be available to, and the Company shall use reasonable best efforts to make its officers and employees available to, in each case, during normal business hours and upon reasonable advanced notice, Acquiror and its counsel in connection with responding in a timely manner to comments on the Registration Statement from the SEC.

6.7 Non-Solicitation; Acquisition Proposals.

(a) From the date of this Agreement until the Effective Time or, if earlier, the valid termination of this Agreement in accordance with Section 10.1, the Company shall not, and shall cause its Subsidiaries not to, and shall use its reasonable best efforts to cause its and their respective Representatives not to, directly or indirectly, (i) initiate, solicit or knowingly encourage or knowingly facilitate any inquiries or requests for information with respect to, or the making of, any inquiry regarding, or any proposal or offer that constitutes, or could reasonably be expected to result in or lead to, any Acquisition Proposal, (ii) engage in, continue or otherwise participate in any negotiations or discussions concerning, or provide access to its properties, books and records or any confidential information or data to, any Person relating to any proposal, offer, inquiry or request for information that constitutes, or could reasonably be expected to result in or lead to, any Acquisition Proposal, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Acquisition Proposal, (iv) execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, confidentiality agreement, merger agreement, acquisition agreement, exchange agreement, joint venture agreement, partnership agreement, option agreement or other similar agreement for or relating to any Acquisition Proposal or (v) resolve or agree to do any of the foregoing. The Company also agrees that immediately following the execution of this Agreement it shall, and it shall cause its Subsidiaries to, use reasonable best efforts to cause its and their Representatives to, cease any solicitations, discussions or negotiations with any Person (other than the Named Parties and their respective Representatives) conducted heretofore in connection with an Acquisition Proposal or any inquiry or request for information that could reasonably be expected to lead to, or result in, an Acquisition Proposal. The Company also agrees that within 24 hours of the execution of this Agreement, the Company shall request each Person (other than Acquiror and Merger Sub and their respective Representatives) that has prior to the date hereof executed a confidentiality agreement in connection with its consideration of an Acquisition Proposal involving the Company (and with whom the Company has had contact in the 12 months prior to the date of this Agreement regarding an Acquisition Proposal involving the Company) to return or destroy all confidential information furnished to such Person by or on behalf of it or any of its Subsidiaries prior to the date hereof and terminate access to any physical or electronic data room maintained by or on behalf of the Company. The Company shall promptly (and in any event within 24 hours) notify, in writing, Acquiror of the receipt of any inquiry, proposal, offer or request for information received after the date hereof that constitutes, or could reasonably be expected to result in or lead to, any Acquisition Proposal. The Company shall promptly (and in any event within 24 hours) keep Acquiror reasonably informed of any material developments with respect to any such inquiry, proposal, offer, request for information or Acquisition Proposal (including any material changes thereto). Without limiting the foregoing, it is understood that any violation of the restrictions contained in this Section 6.7 by any of the Company's Subsidiaries, or any of the Company's or its Subsidiaries' respective Representatives acting on the Company's or one of its Subsidiaries' behalf, shall be deemed to be a breach of this Section 6.7 by the Company.

(b) For purposes of this Section 6.7, "Acquisition Proposal" means any proposal or offer from any Person or "group" (as defined in the Exchange Act) (other than Acquiror, Merger Sub or their respective Affiliates) relating to, in a single transaction or series of related transactions, (i) any direct or indirect acquisition or purchase of a business that constitutes 20% or more of the net revenues, net income or assets of the Company, (ii) any direct or indirect acquisition of 20% or more of the consolidated assets of the Company (based on the fair market value thereof, as determined in good faith by the Company Board), including through the acquisition of one or more Subsidiaries of the Company owning such assets, (iii) acquisition of beneficial ownership, or the right to acquire beneficial ownership, of 20% or more of the total voting power of the equity securities of the Company, any tender offer or exchange offer that if consummated would result in any Person beneficially owning 20% or more of the total voting power of the equity securities of the Company, or any merger, reorganization, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company (or any subsidiary of the Company whose business constitutes 20% or more of the net revenues, net income or assets of the Company and its Subsidiaries, taken as a whole) or (iv) any issuance or sale or other disposition (including by way of merger, reorganization, division, consolidation, share exchange, business combination, recapitalization or other similar transaction) of 20% or more of the total voting power of the equity securities of the Company.

6.8 Payoff Indebtedness. The Company shall use reasonable best efforts to negotiate and submit the Debt Payoff Letters to Acquiror no later than five Business Days prior to the Closing Date. Without limiting the foregoing, the Company shall reasonably cooperate with and take all actions reasonably requested by Acquiror in order to facilitate the termination and payoff of all of the Payoff Indebtedness (and related release of Liens) at the Closing.

6.9 Charter Amendment. The Company shall use its reasonably best efforts to, no later than the date that is 10 Business Days after the date of this Agreement, amend the Company Certificate of Incorporation in a form previously made available to Acquiror or in a form otherwise reasonably acceptable to Acquiror.

ARTICLE VII
COVENANTS OF ACQUIROR

7.1 Subscription Agreements. Subject to the terms hereof, Acquiror shall and shall cause its Affiliates to comply with its obligations, and enforce its rights, under the Subscription Agreements. Acquiror shall give the Company prompt notice of any breach by any party to the Subscription Agreements of which Acquiror has become aware and of any termination (or alleged or purported termination) of the Subscription Agreements. Acquiror shall not permit any amendment or modification to, or any waiver of any material provision or remedy under, the Subscription Agreements entered into at or prior to the date hereof if such amendment, modification, waiver or remedy (i) would materially delay the occurrence of the Closing, (ii) reduces the aggregate amount of the Equity Financing in any material respect, (iii) adds or imposes new material conditions or amends in any material respect the existing conditions to the consummation of the Equity Financing or (iv) is materially adverse to the interests of the Company.

7.2 Conduct of Acquiror During the Interim Period.

(a) During the Interim Period, except as set forth on Section 7.2 of the Acquiror and Merger Sub Schedules or as expressly contemplated by this Agreement, as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld or delayed), as taken (or omitted to be taken) reasonably in response to conditions arising from COVID-19 (including in response to any COVID-19 Measures) or as required by Law, Acquiror shall not and shall not permit any of its Subsidiaries to:

(i) change, modify or amend the Non-Redemption Agreements, the Trust Agreement, the Acquiror Organizational Documents or the organizational documents of Merger Sub;

(ii) (A) make, declare, set aside or pay any dividends on, or make any other distribution (whether in cash, stock or property) in respect of any of its outstanding capital stock or other equity interests; (B) split, combine, reclassify, subdivide or otherwise change any of its capital stock or other equity interests; or (C) other than the redemption of any shares of Acquiror Class A Common Stock required by the Offer, repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any capital stock of, or other equity interests in, Acquiror;

(iii) make, revoke or change any material Tax election, adopt or change any material Tax accounting method or period, file any amendment to a material Tax Return or a claim for refund of material Taxes, enter into any agreement with a Governmental Authority with respect to a material amount of Taxes, settle or compromise any examination, audit or other Action with a Governmental Authority of or relating to any material Taxes or settle or compromise any claim or assessment by a Governmental Authority in respect of material Taxes, consent to any extension or waiver of the statutory period of limitations applicable to any claim or assessment in respect of Taxes, or enter into any Tax sharing or similar agreement (excluding any commercial Contract not primarily related to Taxes);

(iv) knowingly take any action, or knowingly fail to take any action, which action or failure to act would reasonably be expected to prevent or impede the Transactions from qualifying for the Intended Tax Treatment;

(v) other than as contemplated by this Agreement, enter into, renew or amend in any material respect, any Acquiror Affiliate Agreement (or any Contract, that if existing on the date hereof, would have constituted an Acquiror Affiliate Agreement);

(vi) enter into, or amend or modify any material term of (in a manner adverse to Acquiror, any of its Subsidiaries or the Company), terminate (excluding any expiration in accordance with its terms), or waive or release any material rights, claims or benefits under, any Contract of a type required to be listed on Section 5.17 of the Acquiror and Merger Sub Schedules (or any Contract, that if existing on the date hereof, would have been required to be listed on Section 5.17 of the Acquiror and Merger Sub Schedules) or any collective bargaining or similar agreement (including agreements with works councils and trade unions and side letters) to which Acquiror or its Subsidiaries is a party or by which it is bound;

(vii) waive, release, compromise, settle or satisfy any pending or threatened claim (which shall include, but not be limited to, any pending or threatened Action) or compromise or settle any liability;

(viii) incur, create, assume, refinance, guarantee or otherwise become liable for (whether directly, contingently or otherwise) any Indebtedness;

(ix) (A) other than pursuant to the Subscription Agreements, offer, issue, deliver, grant or sell, or authorize or propose to offer, issue, deliver, grant or sell, any capital stock of, or other equity interests in, Acquiror or any of its Subsidiaries or any securities convertible into, or any rights, warrants or options to acquire, any such capital stock or equity interests, other than in connection with the exercise of any Acquiror Warrants outstanding on the date hereof, or (B) other than pursuant to the Sponsor Agreement, amend, modify or waive any of the terms or rights set forth in, any warrant agreement with respect to Acquiror Warrants, including any amendment, modification or reduction of the warrant price set forth therein;

(x) (A) fail to maintain its existence or acquire by merger or consolidation with, or merge or consolidate with, or purchase the assets or equity of, any corporation, partnership (limited or general), limited liability company, association, joint venture or other business organization or division thereof; or (B) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of Acquiror or its Subsidiaries (other than the transactions contemplated by this Agreement);

(xi) make any capital expenditures;

(xii) make any loans, advances or capital contributions to, or investments in, any other Person (including to any of its officers, directors, agents or consultants), make any change in its existing borrowing or lending arrangements for or on behalf of such Persons, or enter into any "keep well" or similar agreement to maintain the financial condition of any other Person;

(xiii) enter into any new line of business outside of the business currently conducted by Acquiror and its Subsidiaries as of the date of this Agreement;

(xiv) make any change in financial accounting methods, principles or practices, except insofar as may have been required by a change in GAAP, including pursuant to standards, guidelines and interpretations of the Financial Accounting Standards Board or any similar organization, or applicable Law;

(xv) voluntarily fail to maintain, cancel or materially change coverage under any insurance policy in form and amount equivalent in all material respects to the insurance coverage currently maintained with respect to Acquiror and its Subsidiaries and their assets and properties;

(xvi) (A) enter into or adopt any Benefit Plan, except the Acquiror Omnibus Incentive Plan pursuant to Section 7.12(a), (B) enter into any employment agreement or collective bargaining agreement or (C) other than in the ordinary course of business, hire any employee or any other individual who is providing or will provide services to Acquiror or its Subsidiaries if such new employee or independent contractor will receive annual base compensation in excess of $300,000 following the Closing; or

(xvii) enter into any agreement to take any action prohibited under this Section 7.2.

(b) During the Interim Period, Acquiror shall, and shall cause its Subsidiaries to comply with, and continue performing under, as applicable, the Acquiror Organizational Documents, the Trust Agreement and all other agreements or Contracts to which Acquiror or its Subsidiaries may be a party.

7.3 Trust Account. Prior to or at the Closing (subject to the satisfaction or waiver of the conditions set forth in Article IX), Acquiror shall make appropriate arrangements to cause the funds in the Trust Account to be disbursed in accordance with the Trust Agreement, and the funds received in the Equity Financing to be disbursed, for the following uses: (a) the redemption of any shares of Acquiror Class A Common Stock in connection with the Offer; (b) the payment of the Outstanding Company Expenses and Outstanding Acquiror Expenses pursuant to Section 3.9; (c) payment of the Payoff Indebtedness, (d) payment of the Transaction Bonuses, (e) the balance after payment and disbursement of the amounts required under the foregoing clauses (a), (b), (c) and (d), to be disbursed to PubCo, and (f) solely to the extent the aggregate cash available to Acquiror at the Closing from the Trust Account and the Equity Financing (after giving effect to the redemption of any shares of Acquiror Common Stock in connection with the Offer) exceeds $401,000,000, the payment of the Cash Consideration.

7.4 Inspection. During the Interim Period, Acquiror shall give the Company and its Representatives reasonable access, upon reasonable advance notice (of at least 24 hours prior written notice), during normal business hours to the senior management, properties, books and records of Acquiror and, during such period, shall furnish to the Company and its Representatives such additional financial and operating data and other information regarding the business of Acquiror as the Company and its Representatives may reasonably request, solely for purposes of consummating the transactions contemplated by this Agreement; provided, however, that (a) such access or furnishing of information shall be conducted during normal business hours, under the supervision of such Acquiror's personnel, and in such a manner as to not unreasonably disrupt the normal operations of Acquiror or in light of COVID-19 or any COVID-19 Measures, jeopardize the health or safety of any employee of Acquiror (which may require remote and telephonic meetings), and (b) Acquiror is not under any obligation to disclose hereunder any information (i) the disclosure of which is restricted by a Contract in effect as of the date of this Agreement or applicable Law, (ii) that relates to potential counterparties in any business combination transaction (including the Company) or (iii) would result in the waiver of any attorney-client, work product or other applicable privilege; provided, further, that, with respect to clauses (i) and (iii), the applicable parties shall cooperate and use commercially reasonable efforts to provide the Company and its Representatives with such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) in a manner that does not violate any such applicable Contract, Law (including HIPAA) or attorney-client, work product or other applicable privilege. No investigation pursuant to this Section 7.1 or information provided, made available or delivered pursuant to this Agreement will affect or be deemed to modify any of the representations or warranties of the parties contained in this Agreement or the conditions hereunder to the obligations of the parties hereto. All information provided pursuant to this Section 7.1 shall remain subject in all respects to the Confidentiality Agreement.

7.5 Acquiror Nasdaq Listing.

(a) From the date hereof through the Closing, Acquiror shall use reasonable best efforts to ensure the shares of Acquiror Class A Common Stock continue to be listed on Nasdaq.

(b) Acquiror shall use reasonable best efforts to cause the PubCo Common Stock to be issued in connection with the Transactions (including the Earnout Shares) to be approved for listing on Nasdaq as promptly as practicable following the issuance thereof, subject to official notice of issuance, prior to the Closing Date.

7.6 Acquiror Public Filings. From the date hereof through the Closing, Acquiror will use reasonable best efforts to keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Securities Laws.

7.7 Section 16 Matters. Prior to the Closing, the Acquiror Board, or an appropriate committee of "non-employee directors" (as defined in Rule 16b-3 under the Exchange Act) thereof, shall adopt a resolution consistent with the interpretive guidance of the SEC so that the acquisition of Acquiror Class A Common Stock pursuant to this Agreement (including the Earnout Shares) and the other agreements contemplated hereby, by any person owning securities of the Company who is expected to become a director or officer (as defined under Rule 16a-1(f) under the Exchange Act) of PubCo following the Closing shall be an exempt transaction for purposes of Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder.

7.8 Exclusivity. During the Interim Period, Acquiror shall not take, nor shall it permit any of its Affiliates or Representatives to take, whether directly or indirectly, any action to solicit, initiate, continue or engage in discussions or negotiations with, or enter into any agreement with, or encourage, respond, provide information to or commence due diligence with respect to, any Person (other than the Company, its shareholders and/or any of their Affiliates or Representatives), concerning, relating to or which is intended or is reasonably likely to give rise to or result in, any offer, inquiry, proposal or indication of interest, written or oral relating to any Business Combination to which Acquiror would be party (a "Business Combination Proposal") other than with the Company, its shareholders and their respective Affiliates and Representatives. Acquiror shall, and shall cause its Affiliates and Representatives to, immediately cease any and all existing discussions or negotiations with any Person conducted prior to the date hereof with respect to, or which is reasonably likely to give rise to or result in, a Business Combination Proposal.

7.9 Certain Transaction Agreements. Unless otherwise approved in writing by the Company (such approval not to be unreasonably withheld, conditioned or delayed), the Acquiror shall not permit any amendment or modification to be made to, or any waiver (in whole or in part) of, or provide consent to (including consent to termination) any provision or remedy under, or any replacement of, the Sponsor Agreement or any Non-Redemption Agreement. Acquiror shall use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary to satisfy in all material respects on a timely basis all conditions and covenants applicable to Acquiror in the Sponsor Agreement and each Non-Redemption Agreement and otherwise comply with its obligations thereunder and to enforce its rights under each such agreement. Without limiting the generality of the foregoing, Acquiror shall give the Company prompt written notice of: (A) any breach or default (or any event or circumstance that, with or without notice, lapse of time or both, could give rise to any breach or default) by any party to the Sponsor Agreement or any Non-Redemption Agreement of which Acquiror becomes aware of; and (B) the receipt of any written notice or other written communication from any other party to the Sponsor Agreement or any Non-Redemption Agreement with respect to any actual, potential, threatened or claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any party under any such agreement or any provisions of any such agreement.

7.10 Stockholder Action. Acquiror shall notify the Company promptly in connection with a written threat to file, or filing of, an Action related to this Agreement or the Transaction by any of its stockholders or holders of any Acquiror Warrants against Acquiror or its Subsidiaries or against any of their respective directors or officers (any such action, a "Stockholder Action"). Acquiror shall keep the Company reasonably apprised of the defense, settlement, prosecution or other developments with respect to any such Stockholder Action. Acquiror shall give the Company the opportunity to participate in, subject to a customary joint defense agreement, but not control the defense of any such litigation, to give due consideration to the Company's advice with respect to such litigation and to not settle any such litigation without the prior written consent of the Company, such consent not to be unreasonably withheld, delayed or conditioned; provided that, for the avoidance of doubt, Acquiror shall bear all of its costs of investigation and all of its defense and attorneys' and other professionals' fees related to such Stockholder Action.

7.11 Written Consent of Merger Sub. Acquiror shall promptly after the execution of this Agreement, and in any event no later than the end of the day following the date of this Agreement, deliver its written consent, as the sole stockholder of Merger Sub, approving and adopting this Agreement and the Merger pursuant to Section 228 of the DGCL and in accordance with applicable law and the certificate of incorporation and bylaws of Merger Sub, and Acquiror shall promptly deliver to the Company evidence of such action taken by written consent.

7.12 Incentive Equity Plan/Transaction Bonus Pool.

(a) Incentive Equity Plan. Prior to the Closing Date, Acquiror shall approve, and subject to approval of the stockholders of Acquiror, adopt, the Acquiror Omnibus Incentive Plan (with such changes that may be agreed in writing by Acquiror and the Company (such agreement not to be unreasonably withheld, conditioned or delayed by either Acquiror or the Company, as applicable)). Within seven Business Days following the expiration of the 60-day period following the date Acquiror has filed current Form 10 information with the SEC reflecting its status as an entity that is not a shell company, Acquiror shall file an effective registration statement on Form S-8 (or other applicable form, including Form S-3) with respect to Acquiror Common Stock issuable under the Acquiror Omnibus Incentive Plan.

(b) Transaction Bonus Pool. Prior to the Closing Date the Company shall enter into bonus letters with the persons listed in Section 7.12(b) of the Acquiror Schedules in a form reasonably acceptable to Acquiror (the "Transaction Bonus Letters") that are contingent on the Closing and that provide for the payment of the bonuses listed in Section 7.12(b) of the Acquiror Schedules as soon as practicable following the Closing Date. The bonuses payable pursuant to the Transaction Bonus Letters, collectively, shall not exceed $10 million in the aggregate (each such bonus, a "Transaction Bonus").

(c) No Third Party Beneficiaries. Notwithstanding anything herein to the contrary, each of the parties to this Agreement acknowledges and agrees that all provisions contained in this Section 7.12 are included for the sole benefit of Acquiror and the Company, and that nothing in this Agreement, whether express or implied, (i) shall be construed to establish, amend, or modify any employee benefit plan, program, policy, arrangement or Contract, (ii) shall limit the right of Acquiror, the Company or their respective Affiliates to amend, terminate or otherwise modify any Company Benefit Plan or other employee benefit plan, program, policy, arrangement or Contract following the Closing Date, or (iii) shall confer upon any Person who is not a party to this Agreement (including any equityholder, any current or former director, manager, officer, employee, consultant or independent contractor of the Company or any of its Subsidiaries, or any participant in any Company Benefit Plan or other employee benefit plan, program, policy, arrangement or Contract (or any dependent or beneficiary thereof)), any right to continued or resumed employment or recall, any right to compensation or benefits, or any third-party beneficiary or other right of any kind or nature whatsoever.

7.13 Obligations as an Emerging Growth Company and a Controlled Company. Acquiror shall, at all times during the period from the date hereof until the Closing: (a) take all actions necessary to continue to qualify as an "emerging growth company" within the meaning of the Jumpstart Our Business Startups Act of 2012 ("JOBS Act") and to qualify, at the Effective Time, as a "controlled" company under the rules of Nasdaq; and (b) not take any action that would cause Acquiror to not qualify as an "emerging growth company" within the meaning of the JOBS Act or, at the Effective Time, as a "controlled" company under the rules of Nasdaq.

7.14 Payoff Indebtedness. Acquiror shall pay and discharge, on behalf of the Company and its Subsidiaries, the amount payable to each counterparty or holder of Payoff Indebtedness, as specified in the applicable Debt Payoff Letters.

7.15 Employment Agreements. Without limiting the Company's obligations under Section 6.1, following the date hereof and prior to the Closing, the Company Board (or a committee thereof) will review, and Acquiror will reasonably cooperate in such review, the employment agreements currently in place with individuals who will, after the Effective Time, be "named executive officers" of PubCo (as defined in Item 402 of Regulation S-K under the Securities Act) and use its commercially reasonable efforts to negotiate with such individuals to make such changes that the Company Board (or a committee thereof) reasonably determines (following consultation with a reputable compensation consulting firm and Acquiror) are necessary or appropriate in light of the employment agreements for named executive officers of the Company's peer group and proxy advisor guidelines for good pay practices applicable to PubCo after the Effective Time.

ARTICLE VIII
JOINT COVENANTS

8.1 Support of Transaction. Without limiting any covenant contained in Article VI or Article VII, including the obligations of the Company and Acquiror with respect to the notifications, filings, reaffirmations and applications described in Section 8.7, which obligations shall control to the extent of any conflict with the succeeding provisions of this Section 8.1, Acquiror and the Company shall each, and shall each cause their respective Subsidiaries to: (a) use commercially reasonable efforts to assemble, prepare and file any information (and, as needed, to supplement such information) as may be reasonably necessary to obtain as promptly as practicable all governmental and regulatory consents required to be obtained in connection with the Transactions, (b) use commercially reasonable efforts to obtain all material consents and approvals of third parties that any of Acquiror, the Company, or their respective Affiliates are required to obtain in order to consummate the Transactions, including any required approvals of parties to material Contracts with the Company, and (c) take such other action as may reasonably be necessary or as another party may reasonably request to satisfy the conditions of Article IX or otherwise to comply with this Agreement and to consummate the Transactions as soon as practicable. Notwithstanding the foregoing, in no event shall Acquiror, Merger Sub or the Company be obligated to bear any expense or pay any fee or grant any concession in connection with obtaining any consents, authorizations or approvals pursuant to the terms of any Contract to which the Company is a party or otherwise in connection with the consummation of the Transactions.

8.2 Preparation of Registration Statement; Special Meeting; Company Requisite Approval.

(a) As promptly as practicable following the date hereof, Acquiror shall cause to be filed with the SEC a registration statement on Form S-4 (as amended or supplemented from time to time, and including the Proxy Statement contained therein, the "Registration Statement") in connection with the registration under the Securities Act of the PubCo Common Stock to be issued under this Agreement (including the Earnout Shares), which Registration Statement will also contain the Proxy Statement. Each of Acquiror and the Company shall use its reasonable best efforts to cause the Registration Statement and the Proxy Statement to comply with the rules and regulations promulgated by the SEC, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as is necessary to consummate the Merger. The Company shall promptly provide to Acquiror such information concerning the Company (including, for the avoidance of doubt, any Company financial statements) and the Company Stockholders as is either required by the Securities Laws or reasonably requested by Acquiror for inclusion in the Registration Statement or any registration statement in connection with the Equity Financing. As promptly as practicable after the Registration Statement is declared effective under the Securities Act, Acquiror will cause the Proxy Statement to be mailed to stockholders of Acquiror.

(b) Each of Acquiror and the Company shall cooperate and mutually agree upon (such agreement not to be unreasonably withheld or delayed), any response to comments of the SEC or its staff with respect to the Registration Statement and any amendment to the Registration Statement filed in response thereto. If Acquiror or the Company becomes aware that the Registration Statement, (i) as of the Effective Time, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading, or (ii), at any time prior to the Effective Time, information contained in the Registration Statement shall have become false or misleading in any material respect or that the Registration Statement is required to be amended in order to comply with applicable Law, then (x) such party shall promptly inform the other parties and (y) Acquiror, on the one hand, and the Company, on the other hand, shall cooperate and mutually agree upon (such agreement not to be unreasonably withheld or delayed) an amendment or supplement to the Registration Statement. Acquiror and the Company shall use reasonable best efforts to cause the Registration Statement, as so amended or supplemented, to be filed with the SEC and the Proxy Statement to be disseminated to the holders of shares of Acquiror Common Stock, as applicable, in each case pursuant to applicable Law and subject to the terms and conditions of this Agreement and the Acquiror Organizational Documents. Acquiror shall provide the Company with copies of any written comments, and shall inform the Company of any oral comments, that Acquiror receives from the SEC or its staff with respect to the Registration Statement as promptly as practicable after the receipt of such comments and shall give the Company a reasonable opportunity to review and comment on any proposed written or oral responses to such comments prior to responding to the SEC or its staff.

(c) Acquiror agrees to include provisions in the Proxy Statement and to take reasonable action related thereto with respect to (i) approval of the Merger (the "Transaction Proposal"), (ii) approval of the PubCo Charter (the "Amendment Proposal"), (iii) approval of the issuance of PubCo Common Stock in connection with the Transactions (including pursuant to the consummation of the Subscription Agreements) in accordance with this Agreement, in each case to the extent required by Nasdaq listing rules (the "Stock Issuance Proposal"), (iv) the adoption of the Acquiror Omnibus Incentive Plan (the "Acquiror Omnibus Incentive Plan Proposal") and (v) approval of any other proposals reasonably necessary to consummate the transactions contemplated hereby (the "Additional Proposal" and together with the Transaction Proposal, Amendment Proposal, Stock Issuance Proposal and the Acquiror Omnibus Incentive Plan Proposal, the "Proposals"). Without the prior written consent of the Company, the Proposals shall be the only matters (other than procedural matters) which Acquiror shall propose to be acted on by the Acquiror Stockholders at the Special Meeting.

(d) Acquiror and the Company shall use reasonable best efforts to, as promptly as practicable, and in compliance with applicable Law (i) establish the record date for, duly call, give notice of, convene and hold the Special Meeting in accordance with the DGCL, (ii) cause the Proxy Statement to be disseminated to the Acquiror Stockholders and (iii) solicit proxies from the Acquiror Stockholders to vote in favor of each of the Proposals. Acquiror shall, through the Acquiror Board, recommend to its stockholders that they approve each of the Proposals (the "Acquiror Board Recommendation") and shall include the unqualified Acquiror Board Recommendation in the Proxy Statement. The Acquiror Board shall not (and no committee or subgroup thereof shall) change, withdraw, withhold, qualify or modify, or publicly propose to change, withdraw, withhold, qualify or modify, the Acquiror Board Recommendation, except as required by Law. Notwithstanding the foregoing provisions of this Section 8.2(d), if on a date for which the Special Meeting is scheduled, Acquiror has not received proxies representing a sufficient number of shares of Acquiror Common Stock to obtain the Acquiror Stockholder Approval, whether or not a quorum is present, Acquiror shall have the right to make one or more successive postponements or adjournments of the Special Meeting.

(e) As promptly as reasonably practicable, and in any event within five Business Days following the date on which the Registration Statement is declared effective by the SEC, the Company shall use its reasonable best efforts to obtain and deliver to Acquiror a true, complete and correct copy of a written consent (in form and substance reasonably satisfactory to Acquiror) evidencing the Company Requisite Approval that is duly executed by the Company Stockholders that hold at least the requisite number and class of issued and outstanding shares of Company Capital Stock required to obtain the Company Requisite Approval. If the Company Requisite Approval is obtained, then promptly following the receipt of the Company Requisite Approval, the Company will prepare and deliver to its stockholders who have not consented the notice required by Section 228(e) and 262 of the DGCL. Unless this Agreement has been terminated in accordance with its terms, the Company's obligation to solicit written consents from the Company Stockholders to give the Company Requisite Approval in accordance with this Section 8.2(e) shall not be limited or otherwise affected by the making, commencement, disclosure, announcement or submission of any Acquisition Proposal. The Company shall, through the Company Board, recommend to the Company Stockholders that they adopt this Agreement (the "Company Board Recommendation"). The Company Board shall not (and no committee or subgroup thereof shall) change, withdraw, withhold, qualify or modify, or publicly propose to change, withdraw, withhold, qualify or modify, the Company Board Recommendation.

(f) In the event there is any tax opinion, comfort letter or other opinion required to be provided in connection with the Registration Statement, notwithstanding anything to the contrary, neither this Section 8.2 nor any other provision in this Agreement shall require counsel to Acquiror or its tax advisors to provide an opinion that the Merger constitutes a "reorganization" within the meaning of Section 368(a) of the Code or the Merger and the contributions by the Equity Investors of cash to Acquiror in exchange for Acquiror Common Stock through the Equity Financing pursuant to, and in accordance with, the terms of this Agreement and the Subscription Agreements, together constitutes an integrated transaction that qualifies under Section 351 of the Code.

8.3 Tax Matters.

(a) Transfer Taxes. Notwithstanding anything to the contrary contained herein, the Company shall pay all transfer, documentary, sales, use, stamp, registration, value added or other similar Taxes incurred in connection with the Transactions. The Company shall, at its own expense, file all necessary Tax Returns with respect to all such Taxes, and, if required by applicable Law, Acquiror will join in the execution of any such Tax Returns.

(b) Tax Treatment. Acquiror, Merger Sub and the Company intend that the Transactions qualify for the Intended Tax Treatment. None of the parties or their respective Affiliates shall knowingly take or cause to be taken, or knowingly fail to take or knowingly cause to be failed to be taken, any action that would reasonably be expected to prevent qualification for such Intended Tax Treatment. Each party shall, unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code (or any similar state, local or non-U.S. final determination) or a change in applicable Law, or based on a change in the facts and circumstances underlying the Transactions from the terms described in this Agreement, cause all Tax Returns to be filed in a manner consistent with the Intended Tax Treatment. Each of the parties agrees to use reasonable best efforts to promptly notify all other parties of any challenge to the Intended Tax Treatment by any Governmental Authority.

(c) The Company, Acquiror and Merger Sub hereby adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulation Sections 1.368-2(g) and 1.368-3(a).

(d) The Company shall have the authority and obligation (at its sole cost and expense) to prepare, or cause to be prepared, all Tax Returns of the Company and its Subsidiaries that are due with respect to any taxable period ending on or before the Closing Date and that are prepared from the date of this Agreement until the Closing Date (each such Tax Return, a "Pre-Closing Return"); provided, that the Company shall submit all Pre-Closing Returns (including, for the avoidance of doubt, Pre-Closing Returns that have not been filed as of the date hereof but are required to be filed on or before the Closing Date) to Acquiror no later than 30 days prior to the due date of such Pre-Closing Returns for its review, comment and approval, such approval not to be unreasonably withheld, conditioned or delayed. Such Pre-Closing Returns shall be prepared by treating items on such Pre-Closing Returns in a manner consistent with the past practices of the Company and its Subsidiaries, as applicable, or, if past practice is inconsistent with applicable Law, consistent with applicable Law, with respect to such items. If Acquiror consents to such Pre-Closing Returns, the Company and its Subsidiaries shall execute and file such Tax Returns as prepared by such Stockholder Representative. In addition, the Company shall pay, on or prior to five days before the due date, any amount due and payable by the Company and its Subsidiaries on such Pre-Closing Returns, except to the extent any such amount was paid on, or prior to, the Closing Date.

(e) To the extent permitted by applicable Law, a "push out" election pursuant to Section 6226 of the Code (or any state or local equivalent thereof) with respect to any Subsidiary of the Company that is or previously has been, as of the Closing Date, treated as a partnership for U.S. federal income tax purposes, shall be made, or caused to be made, in connection with any imputed underpayment of Taxes for any taxable period ending on or before the Closing Date.

(f) Each Company Stockholder shall terminate or cause to be terminated any and all of the tax sharing, allocation, indemnification or similar agreements, arrangements or undertakings in effect, written or unwritten, on the Closing Date as between such Company Stockholder or any predecessor or Affiliate thereof, on the one hand, and the Company or its Subsidiaries, on the other hand, for all Taxes, regardless of the period in which such Taxes are imposed, and there shall be no continuing obligation to make any payments under any such agreements, arrangements or undertakings.

(g) On or prior to the Closing Date, the Company shall deliver to Acquiror a certification from the Company pursuant to Treasury Regulations Section 1.1445-2(c) and a notice to be delivered to the United States Internal Revenue Service as required under Treasury Regulations Section 1.897-2(h)(2), each dated no more than 30 days prior to the Closing Date and signed by a responsible corporate officer of the Company.

(h) Acquiror, the Company, its Subsidiaries, and the Stockholder Representative, shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns of the Company and its Subsidiaries and any audit, litigation or other Action with respect to Taxes of the Company or its Subsidiaries. Such cooperation shall include the retention and (upon the other party's request and at the other party's expense) the provision of records and information which are reasonably relevant to any such Tax Return, audit, litigation or other Action and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

8.4 Confidentiality; Publicity.

(a) Acquiror acknowledges that the information being provided to it in connection with this Agreement and the consummation of the transactions contemplated hereby is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference.

(b) None of Acquiror, the Company or any of their respective Affiliates shall make any public announcement or issue any public communication regarding this Agreement or the transactions contemplated hereby, or any matter related to the foregoing, without first obtaining the prior consent of the Company or Acquiror, as applicable (which consent shall not be unreasonably withheld, conditioned or delayed), except if such announcement or other communication is required by applicable Law or legal process (including pursuant to the Securities Law or the rules of any national securities exchange), in which case Acquiror or the Company, as applicable, shall use their commercially reasonable efforts to coordinate such announcement or communication with the other party, prior to announcement or issuance and allow the other party a reasonable opportunity to comment thereon (which shall be considered by Acquiror or the Company, as applicable, in good faith); provided, however, that, notwithstanding anything contained in this Agreement to the contrary, each party and its Affiliates may make announcements and may provide information regarding this Agreement and the transactions contemplated hereby to its and their Affiliates, and its and their respective investors, directors, officers, employees, managers and advisors without the consent of any other party hereto; and provided, further that, subject to Section 6.2 and this Section 8.4, the foregoing shall not prohibit any party hereto from communicating with third parties to the extent necessary for the purpose of seeking any third party consent.

8.5 Post-Closing Cooperation; Further Assurances. Following the Closing, each party shall, on the request of any other party, execute such further documents, and perform such further acts, as may be reasonably necessary or appropriate to give full effect to the allocation of rights, benefits, obligations and liabilities contemplated by this Agreement and the Transactions.

8.6 Insurance and Indemnity Matters.

(a) From and after the Effective Time, PubCo and the Surviving Company shall indemnify and hold harmless each present and former director or officer of the Company, Acquiror and their respective Subsidiaries, or any other person that may be a director or officer of the Company or any of its Subsidiaries or Acquiror or any of its Subsidiaries prior to the Effective Time, against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any actual or threatened Action or other action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time or relating to the enforcement by any such Person of his or her rights under this Section 8.6, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent that the Company, Acquiror or their respective Subsidiaries, would have been permitted under applicable Law and its certificate of incorporation, bylaws or other organizational documents in effect on the date of this Agreement to indemnify such Person, and shall advance expenses (including reasonable attorneys' fees and expenses of any such Person as incurred to the fullest extent permitted under applicable Law (including in connection with any action, suit or proceeding brought by any such Person to enforce his or her rights under this Section 8.6)). Without limiting the foregoing, PubCo shall, and shall cause the Surviving Company and its Subsidiaries to, (i) maintain for a period of not less than six years from the Effective Time provisions in its certificate of incorporation (if applicable), bylaws and other organizational documents concerning the indemnification and exoneration (including provisions relating to expense advancement) of officers and directors that are no less favorable to such Persons than the provisions of the certificates of incorporation (if applicable), bylaws and other organizational documents as of the date of this Agreement of the Company, Acquiror or their respective Subsidiaries and (ii) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law. PubCo shall assume, and be liable for, and shall cause the Surviving Company and their respective Subsidiaries to honor, each of the covenants in this Section 8.6.

(b) For a period of six years from the Effective Time, PubCo shall, or shall cause one or more of its Subsidiaries to, maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by Acquiror's, the Company's or their respective Subsidiaries' directors' and officers' liability insurance policies (true, correct and complete copies of which have been heretofore made available to Acquiror) on terms not less favorable than the terms of such current insurance coverage, except that in no event shall PubCo be required to pay an annual premium for such insurance in excess of 300% of the aggregate annual premium payable by the Company or Acquiror, as applicable, for such insurance policy for the year ended December 31, 2020; provided, however, that (i) if the cost of such insurance coverage exceeds such amount, PubCo obtain a policy with the greatest coverage available for a cost not exceeding such amount, (ii) Acquiror may cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a six-year "tail" policy containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Effective Time, and (iii) if any claim is asserted or made within such six-year period, any insurance required to be maintained under this Section 8.6 shall be continued in respect of such claim until the final disposition thereof.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 8.6 shall survive the consummation of the Merger indefinitely and shall be binding, jointly and severally, on PubCo and the Surviving Company and all successors and assigns of PubCo and the Surviving Company. In the event that PubCo, the Surviving Company or any of their respective successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person or effects any division transaction, then, and in each such case, PubCo and the Surviving Company shall ensure that proper provision shall be made so that the successors and assigns of PubCo or the Surviving Company, as the case may be, shall succeed to the obligations set forth in this Section 8.6. The obligations of PubCo and the Surviving Company under this Section 8.6 shall not be terminated or modified in such a manner as to materially and adversely affect any present and former director or officer of the Company, or other person that may be a director or officer of the Company prior to the Effective Time, to whom this Section 8.6 applies without the consent of the affected Person. The rights of each Person entitled to indemnification or advancement hereunder shall be in addition to, and not in limitation of, any other rights such Person may have under the Company Certificate of Incorporation, the bylaws of the Company, any other indemnification arrangement, any applicable law, rule or regulation or otherwise. The provisions of this Section 8.6 are expressly intended to benefit, and are enforceable by, each Person entitled to indemnification or advancement hereunder and their respective successors, heirs and representatives, each of whom is an intended third-party beneficiary of this Section 8.6.

8.7 Efforts to Consummate; HSR Act and Regulatory Approvals.

(a) Each of Acquiror and the Company and their respective Subsidiaries shall use their reasonable best efforts to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the Transactions as promptly as practicable, including to (i) obtain from any Governmental Authority with regulatory jurisdiction over enforcement of any applicable Antitrust Laws all Approvals as are necessary for the consummation of the Transactions and (ii) promptly (and, with respect to the HSR Act, in no event later than 10 Business Days after the date hereof) make all necessary filings (and if required under applicable Law, drafts thereof), and thereafter make any other required submissions, with respect to the Transactions required under the HSR Act or any other applicable Antitrust Law.

(b) Each of Acquiror and the Company shall, to the extent permitted, request early termination of any waiting period under the HSR Act, if applicable, and exercise its reasonable best efforts to (i) obtain termination or expiration of the waiting period under the HSR Act, if applicable, and consents or approvals pursuant to any other applicable Antitrust Laws, (ii) resolve such objections, if any, as may be asserted by any Governmental Authority with respect to the Transactions, (iii) prevent the entry in any Action brought by a Governmental Authority or any other Person of any Governmental Order which would prohibit, restrict, prevent, make unlawful or delay the consummation of the transactions contemplated by this Agreement and (iv) if any such Governmental Order is issued in any such Action, cause such Governmental Order to be lifted.

(c) Without limiting the generality of Acquiror and the Company undertaking pursuant to Section 8.7(a), each of Acquiror and the Company agrees to use its reasonable best efforts to take all steps necessary to obtain all Approvals under any Antitrust Law that may be required by any Governmental Authority to enable Acquiror and the Company to close the Transactions no later than the Termination Date, excluding (i) proposing, negotiating, committing to, and/or effecting, by consent decree, hold separate order, or otherwise, the sale, divestiture, transfer, license, disposition, or hold separate (through the establishment of a trust or otherwise) of such assets, properties, or businesses of Acquiror and the Company or their Subsidiaries or Affiliates as are required to be divested in order to avoid the entry of any decree, judgment, injunction (permanent or preliminary), or any other Governmental Order that would make the Transactions unlawful or would otherwise materially delay or prevent the consummation of the Transactions, (ii) terminating, modifying, or assigning existing relationships, Contracts, or obligations of Acquiror and the Company, their Subsidiaries or Affiliates or those relating to any assets, properties, or businesses to be acquired by Acquiror pursuant to this Agreement, or (iii) changing or modifying any course of conduct regarding future operations of Acquiror and the Company, their Subsidiaries or Affiliates or the assets, properties, or businesses to be acquired by Acquiror pursuant to this Agreement.

(d) Notwithstanding anything in this Agreement to the contrary, nothing in this Section 8.7 or any other provision of this Agreement shall require or obligate the Company's Affiliates and investors, Acquiror's Affiliates and investors, including the Sponsor, the Non-Redeeming Stockholders, their respective Affiliates and any investment funds or investment vehicles affiliated with, or managed or advised by, Acquiror's Affiliates and investors, including the Sponsor, the Non-Redeeming Stockholders, or any portfolio company (as such term is commonly understood in the private equity industry) or investment of Acquiror's Affiliates and investors including, the Sponsor, the Non-Redeeming Stockholders or of any such investment fund or investment vehicle to take any action in connection with (i) obtaining termination or expiration of the waiting period under the HSR Act and consents or approvals pursuant to any other applicable Antitrust Laws or (ii) avoiding, preventing, eliminating or removing any impediment under Antitrust Law with respect to the Transactions, including selling, divesting, or otherwise disposing of, licensing, holding separate, or taking or committing to take any action that limits in any respect such Person's or entity's freedom of action with respect to, or its ability to retain, any business, products, rights, services, licenses, assets or properties of such Person or entity or any of such entity's Subsidiaries or Affiliates, or any interest therein.

(e) Each of Acquiror and the Company shall promptly notify the other of any substantive communication with, and furnish to such other party copies of any notices or written communications received by, Acquiror or the Company, as applicable, or any of its respective Affiliates and any third party or Governmental Authority with respect to the transactions contemplated by this Agreement, and each of the Acquiror and the Company shall permit counsel to such other party an opportunity to review in advance, and each of Acquiror and the Company shall consider in good faith the views of such other party's counsel in connection with, any proposed communications by Acquiror or the Company, as applicable, and/or its respective Affiliates to any Governmental Authority concerning the transactions contemplated by this Agreement; provided that neither Acquiror nor the Company shall extend any waiting period or comparable period under the HSR Act, if applicable, or enter into any agreement with any Governmental Authority without the written consent of such other party. Each of Acquiror and the Company agrees to provide, to the extent permitted by the applicable Governmental Authority, such other party and its counsel the opportunity, on reasonable advance notice, to participate in any substantive meetings or discussions, either in person or by telephone, between such party and/or any of its Affiliates, agents or advisors, on the one hand, and any Governmental Authority, on the other hand, concerning or in connection with the transactions contemplated hereby. Any materials exchanged in connection with this Section 8.7 may be redacted or withheld as necessary to address reasonable privilege or confidentiality concerns, and to remove references concerning the valuation of the Company or Acquiror, as applicable, or other competitively sensitive material; provided, that each of Acquiror and the Company may, as it deems advisable and necessary, designate any materials provided to such other party under this Section 8.7 as "outside counsel only." Notwithstanding anything in this Agreement to the contrary, nothing in this Section 8.7 or any other provision of this Agreement shall require or obligate the Company or any of its investors or Affiliates to, and Acquiror shall not, without the prior written consent of the Company, agree or otherwise be required to, take any action with respect to the Company, or such investors or Affiliates, including selling, divesting, or otherwise disposing of, licensing, holding separate, or taking or committing to take any action that limits in any respect its freedom of action with respect to, or its ability to retain, any business, products, rights, services, licenses, assets or properties of the Company or such investors or Affiliates, or any interest therein.

(f) Acquiror, on the one hand, and the Company, on the other hand, shall each pay 50% of all filing fees payable in connection with the HSR Act in connection with the transactions contemplated by this Agreement.

(g) Each of Acquiror and the Company shall not, and shall cause its respective Subsidiaries (as applicable) not to, acquire or agree to acquire, by merging with or into or consolidating with, or by purchasing a portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets, or take any other action, if the entering into of a definitive agreement relating to, or the consummation of such acquisition, merger or consolidation, or the taking of any other action, would reasonably be expected to: (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any authorizations, consents, orders or declarations of any Governmental Authorities or the expiration or termination of any applicable waiting period; (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transactions contemplated hereby; (iii) increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) delay or prevent the consummation of the transactions contemplated hereby. Notwithstanding anything in this Agreement to the contrary, the restrictions and obligations set forth in this Section 8.7(g) shall not apply to or be binding upon Acquiror's Affiliates, the Sponsor, the Non-Redeeming Stockholders, their respective Affiliates or any investment funds or investment vehicles affiliated with, or managed or advised by, Acquiror's Affiliates, the Sponsor, the Non-Redeeming Stockholders or any portfolio company (as such term is commonly understood in the private equity industry) or investment of Acquiror's Affiliates, the Sponsor, the Non-Redeeming Stockholders or any such investment fund or investment vehicle.

ARTICLE IX
CONDITIONS TO OBLIGATIONS

9.1 Conditions to Obligations of All Parties. The obligations of the parties hereto to consummate, or cause to be consummated, the Merger are subject to the satisfaction of the following conditions, any one or more of which may be waived (if legally permitted) in writing by all of such parties:

(a) HSR Act. The applicable waiting period(s) under the HSR Act in respect of the Transactions shall have expired or been terminated.

(b) No Prohibition. There shall not have been enacted or promulgated any Law or Governmental Order enjoining or prohibiting the consummation of the Transactions.

(c) Offer Completion. The Offer shall have been completed in accordance with this Agreement and the Acquiror Organizational Documents.

(d) Net Tangible Assets. The Acquiror shall not have redeemed shares of Acquiror Class A Common Stock in the Offer in an amount that would cause Acquiror to have less than $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act).

(e) Acquiror Stockholder Approval. The Acquiror Stockholder Approval shall have been obtained.

(f) Company Requisite Approval. The Company Requisite Approval shall have been obtained.

(g) Registration Statement. The Registration Statement shall have become effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC and not withdrawn.

(h) Listing. The PubCo Common Stock to be issued in connection with the Transactions (including the Earnout Shares) shall have been approved for listing on Nasdaq.

(i) doc.ai Acquisition. The Company shall have consummated the doc.ai Acquisition.

9.2 Additional Conditions to Obligations of Acquiror. The obligations of Acquiror to consummate, or cause to be consummated, the Merger are subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by Acquiror:

(a) Representations and Warranties.

(i) Each of the representations and warranties of the Company contained in the first sentence of Section 4.1(a) (*Due Incorporation*), Section 4.3 (*Due Authorization*), Section 4.6 (*Capitalization*) (other than Section 4.6(a) (*Capitalization*)) and Section 4.17 (*Brokers' Fees*) in each case shall be true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" or any similar limitation set forth therein) in all material respects as of the date hereof and as of the Closing Date as though then made (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date).

(ii) The representations and warranties of the Company contained in Section 4.21(a) (*No Material Adverse Effect*) shall be true and correct in all respects as of the date hereof.

(iii) The representations and warranties of the Company contained in Section 4.6(a) (*Capitalization*) shall be true and correct in all respects as of the date hereof and as of the Closing Date as though then made (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date), other than *de minimis* inaccuracies.

(iv) Each of the representations and warranties of the Company contained in this Agreement (other than the representations and warranties of the Company described in Section 9.2(a)(i), Section 9.2(a)(ii) and Section 9.2(a)(iii)) shall be true and correct (without giving any effect to any limitation as to "materiality" or "Material Adverse Effect" or any similar limitation set forth therein) as of the date hereof and as of the Closing Date as though then made (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date), except, in either case, where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to result in, a Material Adverse Effect.

(b) Agreements and Covenants. Each of the covenants of the Company to be performed or complied with as of or prior to the Closing shall have been performed or complied with in all material respects.

(c) No Material Adverse Effect. From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event, circumstance, change, development or effect have occurred that, individually or in the aggregate, with or without the lapse of time, would result in a Material Adverse Effect.

(d) Officer's Certificate. The Company shall have delivered to Acquiror a certificate signed by an officer of the Company, dated the Closing Date, certifying that, to the knowledge and belief of such officer, the conditions specified in Section 9.2(a), Section 9.2(b) and Section 9.2(c) have been fulfilled.

(e) Earnout Escrow Agreement. The Stockholder Representative shall deliver to the Company a duly executed counterpart of the Earnout Escrow Agreement.

(f) Lock-Up Agreements. The Lock-Up Stockholders shall deliver to Acquiror executed counterpart signature pages to the Lock-Up Agreements duly executed by such Lock-Up Stockholders and PubCo, which shall be effective immediately following the Effective Time.

(g) Consummation of the Strategic Financing. The Strategic Financing shall have been consummated in accordance with the terms of the Strategic Investor LOI.

9.3 Additional Conditions to the Obligations of the Company. The obligation of the Company to consummate the Merger is subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by the Company:

(a) Representations and Warranties.

(i) The representations and warranties of Acquiror and Merger Sub contained in Section 5.15(a) (*Capitalization*) shall be true and correct in all respects as of the date hereof and as of the Closing Date as though then made (immediately prior to the effectiveness of the PubCo Charter) (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date), other than *de minimis* inaccuracies.

(ii) Each of the representations and warranties of Acquiror and Merger Sub contained in this Agreement (other than the representations and warranties of Acquiror and Merger Sub contained in Section 5.15(a) (*Capitalization*)) shall be true and correct in all respects (without giving effect to any limitation as to "materiality", "material adverse effect" or any similar limitation set forth therein) as of the date hereof and as of the Closing Date as though then made (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date), except, in either case, where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a material adverse effect on the ability of Acquiror or Merger Sub to consummate the Transactions.

(b) Agreements and Covenants. Each of the covenants of Acquiror to be performed or complied with as of or prior to the Closing shall have been performed or complied with in all material respects.

(c) Officer's Certificate. Acquiror and Merger Sub shall have delivered to the Company a certificate signed by an officer of Acquiror, dated the Closing Date, certifying that, to the knowledge and belief of such officer, the conditions specified in Section 9.3(a) and Section 9.3(b) have been fulfilled.

(d) PubCo Charter. The Certificate of Incorporation shall be amended and restated in the form of the PubCo Charter.

(e) Sponsor Agreement. The transactions contemplated by the Sponsor Agreement to occur at or prior to the Closing shall have been consummated in accordance with the terms of the Sponsor Agreement.

(f) Earnout Escrow Agreement. Acquiror shall deliver to the Company a duly executed counterpart of the Earnout Escrow Agreement.

(g) Minimum Cash Condition. The aggregate cash available to Acquiror at the Closing from the Trust Account and the Equity Financing (after giving effect to the redemption of any shares of Acquiror Common Stock in connection with the Offer, but before giving effect to the consummation of the Closing, the payment of the Outstanding Acquiror Expenses and the Outstanding Company Expenses, the payment of the Transaction Bonuses, the payment of the Payoff Indebtedness or the consummation of the doc.ai Acquisition) *plus* the proceeds of the Strategic Financing shall equal or exceed $400,000,000.

9.4 Frustration of Closing Conditions. Neither Acquiror nor the Company may rely on the failure of any condition set forth in this Article IX to be satisfied if such failure was due to the failure of such party to perform any of its obligations under this Agreement.

ARTICLE X
TERMINATION/EFFECTIVENESS

10.1 Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned:

(a) by written consent of the Company and Acquiror;

(b) by written notice to the Company from Acquiror if:

(i) there is any breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, such that the conditions specified in Section 9.2(a) or Section 9.2(b) would not be satisfied at the Closing (a "Terminating Company Breach"), except that, if such Terminating Company Breach is curable by the Company through the exercise of its commercially reasonable efforts, then, for a period of up to 30 days (or any shorter period of the time that remains between the date Acquiror provides written notice of such violation or breach and the Termination Date) after receipt by the Company of notice from Acquiror of such breach, but only as long as the Company continues to use its commercially reasonable efforts to cure such Terminating Company Breach (the "Company Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating Company Breach is not cured within the Company Cure Period;

(ii) the Closing has not occurred on or before August 31, 2021 (the "Termination Date"); provided that the right to terminate this Agreement under this Section 10.1(b)(ii) shall not be available if the failure of Acquiror or Merger Sub to fulfill any obligation under this Agreement has been the primary cause of, or primarily resulted in, the failure of the Closing to occur on or before such date; or

(iii) the consummation of the Merger is permanently enjoined or prohibited by the terms of a final, non-appealable Law or Governmental Order; provided that the right to terminate this Agreement under this Section 10.1(b)(iii) shall not be available if the failure of Acquiror or Merger Sub to fulfill any obligation under this Agreement has been the primary cause of, or primarily resulted in, such Law or Governmental Order;

(c) by written notice to Acquiror from the Company if

(i) there is any breach of any representation, warranty, covenant or agreement on the part of Acquiror or Merger Sub set forth in this Agreement, such that the conditions specified in Section 9.3(a) or Section 9.3(b) would not be satisfied at the Closing (a "Terminating Acquiror Breach"), except that, if any such Terminating Acquiror Breach is curable by Acquiror or Merger Sub, as applicable, through the exercise of its commercially reasonable efforts, then, for a period of up to 30 days (or any shorter period of the time that remains between the date the Company provides written notice of such violation or breach and the Termination Date) after receipt by Acquiror of notice from the Company of such breach, but only as long as Acquiror or Merger Sub, as applicable, continues to exercise such commercially reasonable efforts to cure such Terminating Acquiror Breach (the "Acquiror Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating Acquiror Breach is not cured within the Acquiror Cure Period;

(ii) the Closing has not occurred on or before the Termination Date; provided, that the right to terminate this Agreement under this Section 10.1(c)(ii) shall not be available if the Company's failure to fulfill any obligation under this Agreement has been the primary cause of, or primarily resulted in, the failure of the Closing to occur on or before such date; or

(iii) the consummation of the Merger is permanently enjoined or prohibited by the terms of a final, non-appealable Law or Governmental Order; provided, that the right to terminate this Agreement under this Section 10.1(c)(iii) shall not be available if the Company's failure to fulfill any obligation under this Agreement has been the primary cause of, or primarily resulted in, such Law or Governmental Order;

(d) by written notice from either the Company or Acquiror to the other if the Acquiror Stockholder Approval is not obtained at the Special Meeting (subject to any adjournment or recess of the meeting); or

(e) by written notice to the Company from the Acquiror if (i) the duly executed counterparts to the Company Support Agreements referred to in Section 6.3 shall not have been delivered to the Acquiror by the end of the day following the date of this Agreement or (ii) if the Company Requisite Approval shall not have been obtained in accordance with (and by the time specified in) Section 8.2(e).

10.2 Effect of Termination. Except as otherwise set forth in this Section 10.2, in the event of the termination of this Agreement pursuant to Section 10.1, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its respective Affiliates, officers, directors, employees or stockholders, other than liability of any party hereto for any Willful Breach of this Agreement by such party occurring prior to such termination subject to Section 6.5. The provisions of Section 6.5, Section 8.4, this Section 10.2 and Article XI (collectively, the "Surviving Provisions") and the Confidentiality Agreement, and any other Section or Article of this Agreement referenced in the Surviving Provisions, which are required to survive in order to give appropriate effect to the Surviving Provisions, shall in each case survive any termination of this Agreement. Notwithstanding the foregoing, a failure by Acquiror and Merger Sub to close in accordance with this Agreement when they are obligated to do so shall be deemed to be a Willful Breach of this Agreement.

ARTICLE XI
MISCELLANEOUS

11.1 Waiver. Any party to this Agreement may, to the fullest extent permitted by applicable law at any time prior to the Closing and before or after stockholder adoption of this Agreement, by action taken by its board of directors, or officers thereunto duly authorized, waive any of the terms or conditions of this Agreement, or by action taken by its board of directors and without further action on the part of its stockholders to the extent permitted by applicable law, agree to an amendment or modification to this Agreement in the manner contemplated by Section 11.10 and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement.

11.2 Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by nationally recognized overnight delivery service or (d) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

(a) If to Acquiror or Merger Sub, to:

Falcon Capital Acquisition Corp.
660 Madison Avenue, 12th Floor
New York, NY 10065
Attn: Alan G. Mnuchin
Email: agm@ariliam.com

with a copy to (which shall not constitute notice):

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attn: Joel Rubinstein
Bryan J. Luchs
Email: joel.rubinstein@whitecase.com
bryan.luchs@whitecase.com

(b) If to the Company to:

Sharecare, Inc.
255 East Paces Ferry Road
Atlanta, GA 30305
Attn: General Counsel
Email: henry.jay@sharecare.com

with a copy to (which shall not constitute notice):

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attn: Rahul Patel
Keith Townsend
John Anderson
Email: rpatel@kslaw.com
ktownsend@kslaw.com
john.anderson@kslaw.com

or to such other address or addresses as the parties may from time to time designate in writing.

11.3 Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this Section 11.3 shall be null and void, *ab initio*.

11.4 Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any right or remedies under or by reason of this Agreement; provided, however, that, notwithstanding the foregoing (a) in the event the Closing occurs, the present and former officers and directors of the Company and Acquiror (and their successors, heirs and representatives) are intended third-party beneficiaries of, and may enforce, Section 8.6, (b) the past, present and future directors, officers, employees, incorporators, members, partners, stockholders, Affiliates, agents, attorneys, advisors and representatives of the parties, and any Affiliate of any of the foregoing (and their successors, heirs and representatives), are intended third-party beneficiaries of, and may enforce, Section 11.14 and Section 11.16 and (c) the Sponsor is an intended third-party beneficiary of Section 3.6.

11.5 Expenses. Except as otherwise provided herein (including Section 3.7, Section 8.3(a) and Section 8.7(f)), each party hereto shall bear its own expenses incurred in connection with this Agreement and the transactions herein contemplated whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants.

11.6 Governing Law. This Agreement, the Transactions and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

11.7 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.8 Schedules and Exhibits. The Schedules and Exhibits referenced herein are a part of this Agreement as if fully set forth herein. All references herein to Schedules and Exhibits shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. Any disclosure made by a party in the Schedules with reference to any section or schedule of this Agreement shall be deemed to be a disclosure with respect to all other sections or schedules to which such disclosure may apply solely to the extent the relevance of such disclosure is reasonably apparent on the face of the disclosure in such Schedule. Certain information set forth in the Schedules is included solely for informational purposes.

11.9 Entire Agreement. This Agreement (together with the Schedules and Exhibits to this Agreement), the Ancillary Agreements and that certain Confidentiality Agreement, dated October 8, 2020, between Acquiror and the Company (the "Confidentiality Agreement"), constitute the entire agreement among the parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the parties except as expressly set forth or referenced in this Agreement, the Ancillary Agreements and the Confidentiality Agreement.

11.10 Amendments. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as this Agreement and which makes reference to this Agreement. The approval of this Agreement by the stockholders of any of the parties shall not restrict the ability of the board of directors of any of the parties to terminate this Agreement in accordance with Section 10.1 or to cause such party to enter into an amendment to this Agreement pursuant to this Section 11.10.

11.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

11.12 Jurisdiction; WAIVER OF TRIAL BY JURY. Any Action based upon, arising out of or related to this Agreement, or the transactions contemplated hereby, shall be brought in the Court of Chancery of the State of Delaware or, if such court declines to exercise jurisdiction, any federal or state court located in the State of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law, or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 11.12. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.13 Enforcement. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that (a) the parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages, prior to the valid termination of this Agreement in accordance with Section 10.1, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the parties would have entered into this Agreement. Each party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The parties acknowledge and agree that any party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11.13 shall not be required to provide any bond or other security in connection with any such injunction.

11.14 Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Named Parties, and then only with respect to the specific obligations set forth herein or in an Ancillary Agreement with respect to such Named Party. Except to the extent a Named Party to this Agreement or an Ancillary Agreement and then only to the extent of the specific obligations undertaken by such Named Party in this Agreement or in the applicable Ancillary Agreement, (a) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any Named Party to this Agreement or any Ancillary Agreement, and (b) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, Acquiror or Merger Sub under this Agreement or any Ancillary Agreement of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

11.15 Nonsurvival of Representations, Warranties and Covenants. Except in the case of Fraud, none of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Closing and shall terminate and expire upon the occurrence of the Effective Time (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained herein or in any Ancillary Agreement that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing, and (b) this Article XI.

11.16 Stockholder Representative.

(a) The Company Stockholders have designated Colin Daniel as the Stockholder Representative (in such capacity, the "Stockholder Representative"), and approval and adoption of this Agreement by the Company Stockholders shall constitute (i) the ratification and approval of such designation, and (ii) the irrevocable appointment of the Stockholder Representative as each Company Stockholder's representative, attorney-in-fact and agent, with full power of substitution to act in the name, place and stead of each Company Stockholder in accordance with the terms and provisions of this Agreement and to act on behalf of each Company Stockholder in any amendment of or litigation or arbitration involving this Agreement, and to do or refrain from doing all such further acts and things, and to execute all such documents, as the Stockholder Representative shall deem necessary or appropriate in conjunction with any of the Transactions, including the power (A) to give and receive all notices and communications to be given or received under this Agreement and to receive service of process in connection with any claims under this Agreement and the Transactions, (B) to negotiate, execute and deliver all ancillary agreements, statements, certificates, statements, notices, approvals, extensions, waivers, undertakings, amendments and other documents required or permitted to be given in connection with the consummation of the Transactions, (C) to make decisions with respect to the distribution and allocation of the Stockholder Earnout Shares, (D) to retain counsel, experts and other agents (any Representatives so retained, the "Retained Agents"), and (E) to enter into any settlement or submitting any dispute relating to the Earnout Shares. Notwithstanding the foregoing, the Stockholder Representative shall have no obligation to act. The Stockholder Representative will not be liable to the Company Stockholders for any act taken or omitted by it as permitted under this Agreement and the Transactions, except if such act is taken or omitted in bad faith or by willful misconduct. The Stockholder Representative will also be fully protected against the Company Stockholders in relying upon any written notice, demand, certificate or document that he in good faith believes to be genuine (including facsimiles thereof). In the absence of bad faith or willful misconduct by the Stockholder Representative, the Stockholder Representative shall be entitled to conclusively rely on the opinions and advice of any Retained Agents; and the fact that any act was taken or omitted to be taken pursuant to the advice of counsel will be conclusive evidence of good faith. The Stockholder Representative may resign at any time after giving 30 days' notice to the Company and the Company Stockholders, and the Stockholder Representative may be removed by the vote of Persons that collectively constituted the requisite Company Stockholders as of immediately prior to the Effective Time (or, in the case of a termination of this Agreement, as of such termination). If a Stockholder Representative has resigned or been removed, a new Stockholder Representative shall be appointed by a vote of stockholders constituting the Company Stockholders as of immediately prior to the Effective Time, such appointment to become effective upon the written acceptance thereof by the new Stockholder Representative. The designation of any Person as the Stockholder Representative is and shall be coupled with an interest, and, except as set forth in this Article XI, such designation is irrevocable and shall not be affected by the death, incapacity, illness, bankruptcy, dissolution or other inability to act of any of the Company Stockholders.

(b) A decision, act, consent or instruction of the Stockholder Representative shall constitute a decision of all Company Stockholders and shall be final, binding and conclusive upon all Company Stockholders. Acquiror may conclusively rely upon, without independent verification or investigation, all statements, representations and decisions made by the Stockholder Representative in connection with this Agreement in writing and signed by the Stockholder Representative and shall have no liability to the Company Stockholders and the Stockholder Representative in connection with any actions taken or not taken in reliance on such statements, representations and decisions of the Stockholder Representative.

11.17 Acknowledgments. Each of the parties acknowledges and agrees (on its own behalf and on behalf of its respective Affiliates and its and their respective Representatives) that: (a) it has conducted its own independent investigation of the financial condition, results of operations, assets, liabilities, properties and projected operations of the other parties (and their respective Subsidiaries) and has been afforded satisfactory access to the books and records, facilities and personnel of the other parties (and their respective Subsidiaries) for purposes of conducting such investigation; (b) the Company Representations constitute the sole and exclusive representations and warranties of the Company in connection with the transactions contemplated hereby; (c) the Acquiror and Merger Sub Representations constitute the sole and exclusive representations and warranties of Acquiror and Merger Sub; (d) except for the Company Representations by the Company, the Acquiror and Merger Sub Representations by Acquiror and Merger Sub, none of the parties hereto or any other Person makes, or has made, any other express or implied representation or warranty with respect to any party hereto (or any party's Affiliates) or the transactions contemplated by this Agreement and all other representations and warranties of any kind or nature expressed or implied (including (i) regarding the completeness or accuracy of, or any omission to state or to disclose, any information, including in the estimates, projections or forecasts or any other information, document or material provided to or made available to any party hereto or their respective Affiliates or Representatives in certain "data rooms," management presentations or in any other form in expectation of the Transactions, including meetings, calls or correspondence with management of any party hereto (or any party's Subsidiaries), and (ii) any relating to the future or historical business, condition (financial or otherwise), results of operations, prospects, assets or liabilities of any party hereto (or its Subsidiaries), or the quality, quantity or condition of any party's or its Subsidiaries' assets) are specifically disclaimed by all parties hereto and their respective Subsidiaries and all other Persons (including the Representatives and Affiliates of any party hereto or its Subsidiaries); and (e) each party hereto and its respective Affiliates and its and their respective Representatives are not relying on and have not relied on, any representations or warranties in connection with the Transactions or otherwise except the Company Representations by the Company, the Acquiror and Merger Sub Representations by Acquiror and Merger Sub and the other representations expressly made by a Person in the Subscription Agreements, the Non-Redemption Agreements, the Sponsor Agreement, the Acquiror Support Agreement, the Company Support Agreements, the Earnout Escrow Agreement and the Lock-Up Agreements (each of which is being made solely by the Person expressly making such representation in the applicable agreement and not by any other Person).

[*signature page follows*]

IN WITNESS WHEREOF, Acquiror, Merger Sub, the Company and the Stockholder Representative have caused this Agreement to be executed and delivered as of the date first written above.

FALCON CAPITAL ACQUISITION CORP.

By: /s/ Alan G. Mnuchin
Name: Alan G. Mnuchin
Title: Chief Executive Officer and Chairman

FCAC MERGER SUB, INC.

By: /s/ Alan G. Mnuchin
Name: Alan G. Mnuchin
Title: Director

SHARECARE, INC.

By: /s/ Justin Ferrero
Name: Justin Ferrero
Title: Chief Financial Officer

STOCKHOLDER REPRESENTATIVE

By: /s/ Colin Daniel
Name: Colin Daniel
Title: Stockholder Representative

Exhibit 10.1

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Subscription Agreement" or this "Agreement") is entered into on February 12, 2021, by and between Falcon Capital Acquisition Corp., a Delaware corporation (the "Company"), and the undersigned subscriber ("Subscriber").

RECITALS

WHEREAS, concurrently with the execution of this Subscription Agreement, the Company is entering into an Agreement and Plan of Merger with Sharecare, Inc., a Delaware corporation ("Target"), **FCAC Merger Sub, Inc.**, a Delaware corporation and wholly-owned subsidiary of the Company ("Merger Sub"), and certain other parties thereto, pursuant to which Merger Sub will merge with and into the Target, with the Target surviving the merger (such agreement as amended, supplemented, restated or otherwise modified from time to time, the "Merger Agreement" and, the transactions contemplated by the Merger Agreement, the "Transaction");

WHEREAS, in connection with the Transaction, Subscriber desires to subscribe for and purchase from the Company, immediately prior to the consummation of the Transaction, that number of shares of the Company's Class A common stock, par value $0.0001 per share (the "Class A Shares"), set forth on the signature page hereto (the "Subscribed Shares") for a purchase price of $10.00 per share (the "Per Share Price" and, the aggregate of such Per Share Price for all Subscribed Shares, the "Purchase Price"), and the Company desires to issue and sell to Subscriber the Subscribed Shares in consideration of the payment of the Purchase Price by or on behalf of Subscriber to the Company; and

WHEREAS, concurrently with the execution of this Subscription Agreement, the Company is entering into subscription agreements substantially similar to this Subscription Agreement (the "Other Subscription Agreements" and, together with the Subscription Agreement, the "Subscription Agreements") with certain other investors (the "Other Subscribers" and, together with the Subscriber, the "Subscribers"), pursuant to which such Other Subscribers have agreed to purchase on the Closing Date (as defined below), inclusive of the Subscribed Shares, an aggregate amount of up to 42,500,000 Class A Shares at the Per Share Price.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Subscription. Subject to the terms and conditions hereof, at the Closing (as defined below), Subscriber hereby agrees to subscribe for and purchase, and the Company hereby agrees to issue and sell to Subscriber, upon the payment of the Purchase Price, the Subscribed Shares (such subscription and issuance, the "Subscription").

2. Closing.

(a) The consummation of the Subscription contemplated hereby (the "Closing") shall occur on the closing date of the Transaction (the "Closing Date") immediately prior to the consummation of the Transaction.

(b) At least five (5) Business Days before the anticipated Closing Date, the Company shall deliver written notice to Subscriber (the "Closing Notice") specifying (i) the anticipated Closing Date and (ii) the wire instructions for delivery of the Purchase Price to the Company. No later than two (2) Business Days after receiving the Closing Notice, Subscriber shall deliver to the Company such information as is reasonably requested in the Closing Notice in order for the Company to issue the Subscribed Shares to Subscriber. Subscriber shall deliver via wire transfer to the account specified in the Closing Notice, no later than two (2) Business Days prior to the Closing Date, the Purchase Price in cash, such cash to be held by the Company in escrow until the Closing. Upon satisfaction (or, if applicable, waiver) of the conditions set forth in this Section 2, the Company shall deliver to Subscriber (i) at the Closing, the Subscribed Shares in book entry form, free and clear of any liens or other restrictions (other than those arising under this Subscription Agreement or applicable securities laws), in the name of Subscriber (or its nominee in accordance with its delivery instructions), and (ii) written notice from the Company's transfer agent evidencing the issuance to Subscriber of the Subscribed Shares on and as of the Closing Date. Notwithstanding the foregoing two sentences, for any Subscriber that informs the Company (1) that it is an investment company registered under the Investment Company Act of 1940, as amended, (2) that it is advised by an investment adviser subject to regulation under the Investment Advisers Act of 1940, as amended, or (3) that its internal compliance policies and procedures so require it, then, in lieu of the settlement procedures in the foregoing two sentences, the following shall apply: such Subscriber shall deliver at 8:00 a.m. New York City time on the Closing Date (or as soon as practicable following receipt of evidence from the Company's transfer agent of the issuance to Subscriber of the Subscribed Shares on and as of the Closing Date) the Purchase Price for the Subscribed Shares by wire transfer of United States dollars in immediately available funds to the account specified by the Company in the Closing Notice against delivery by the Company to Subscriber of the Subscribed Shares in book entry form, free and clear of any liens or other restrictions (other than those arising under this Subscription Agreement or applicable securities laws), in the name of Subscriber (or its nominee in accordance with its delivery instructions) and evidence from the Company's transfer agent of the issuance to Subscriber of the Subscribed Shares on and as of the Closing Date. In the event that the consummation of the Transaction does not occur within two (2) Business Days after the anticipated Closing Date specified in the Closing Notice, the Company shall promptly (but in no event later than one (1) Business Day thereafter) return the funds so delivered by Subscriber to the Company by wire transfer in immediately available funds to the account specified by Subscriber, and any book entries shall be deemed cancelled. For the purposes of this Subscription Agreement, "Business Day" means any day other than a Saturday, Sunday or any other day on which banks located in New York, New York, are required or authorized by law to be closed. Notwithstanding such return or cancellation (x) a failure to close on the anticipated Closing Date shall not, by itself, be deemed to be a failure of any of the conditions to Closing set forth in this Section 2 to be satisfied or waived on or prior to the Closing Date, and (y) unless and until this Subscription Agreement is terminated in accordance with Section 7 herein, Subscriber shall remain obligated (A) to redeliver funds to the Company following the Company's delivery to Subscriber of a new Closing Notice and (B) to consummate the Closing upon satisfaction of the conditions set forth in this Section 2.

(c) The Closing shall be subject to the satisfaction, or waiver in writing by each of the parties hereto, of the conditions that, on the Closing Date:

(i) The Subscribed Shares shall have been approved for listing on the Nasdaq Capital Market, subject to notice of issuance thereof, and no suspension of the qualification of the Class A Shares for offering or sale or trading in any jurisdiction, or initiation or threatening of any proceedings for any of such purposes, shall have occurred;

(ii) no governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, rule or regulation which is then in effect and has the effect of making consummation of the transactions contemplated hereby or the Transaction illegal or otherwise prohibiting or enjoining consummation of the transactions contemplated hereby or the Transaction; and no such governmental authority shall have instituted or threatened in writing a proceeding seeking to impose any such prohibition or injunction; and

(iii) all conditions precedent to the closing of the Transaction set forth in the Merger Agreement, including the approval of the Company's stockholders and regulatory approvals, if any, shall have been satisfied (as determined by the parties to the Merger Agreement) or waived (other than those conditions which, by their nature, are to be satisfied at the closing of the Transaction pursuant to the Merger Agreement), and the closing of the Transaction shall be scheduled to occur substantially concurrently with or immediately following the Closing.

(d) The obligation of the Company to consummate the Closing shall be subject to the satisfaction or waiver in writing by the Company of the additional conditions that, on the Closing Date:

(i) all representations and warranties of Subscriber contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect (as defined below), which representations and warranties shall be true and correct in all respects) at and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case, as of such earlier date); and

(ii) Subscriber shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing.

(e) The obligation of Subscriber to consummate the Closing shall be subject to the satisfaction or waiver in writing by Subscriber of the additional conditions that, on the Closing Date:

(i) all representations and warranties of the Company contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Company Material Adverse Effect (as defined below), which representations and warranties shall be true and correct in all respects) at and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case, as of such earlier date);

(ii) the Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing;

(iii) no amendment, waiver or modification of any provision of the Merger Agreement (as the same exists on the date hereof as provided to Subscriber) shall have occurred that would reasonably be expected to materially and adversely affect the economic benefits that Subscriber would reasonably expect to receive under this Subscription Agreement, unless Subscriber has previously consented in writing to such amendment or modification; and

(iv) there shall have been no amendment, waiver or modification to the Other Subscription Agreements that materially economically benefits the Other Subscribers thereunder unless the Subscriber has been offered substantially the same benefits.

(f) At least one (1) Business Day prior to the Closing, Subscriber shall deliver all such other information as is reasonably requested in order for the Company to issue the Subscribed Shares to Subscriber, including, without limitation, a duly completed and executed Internal Revenue Service Form W-9 or appropriate Form W-8.

3. Company Representations and Warranties. The Company represents and warrants to Subscriber [and the Placement Agents (as defined below)] that:

(a) The Company (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, (ii) has the requisite power and authority to own, lease and operate its properties, to carry on its business as it is now being conducted and to enter into and perform its obligations under this Subscription Agreement, and (iii) is duly licensed or qualified to conduct its business and, if applicable, is in good standing under the laws of each jurisdiction (other than its jurisdiction of incorporation) in which the conduct of its business or the ownership of its properties or assets requires such license or qualification, except, with respect to the foregoing clause (iii), where the failure to be in good standing would not reasonably be expected to have a Company Material Adverse Effect. For purposes of this Subscription Agreement, a "Company Material Adverse Effect" means an event, change, development, occurrence, condition or effect with respect to the Company or its subsidiaries that would reasonably be expected to have a material adverse effect on (i) the business, properties, assets, liabilities, operations, condition (including financial condition), stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole or (ii) the Company's ability to consummate the transactions contemplated hereby, including the issuance and sale of the Subscribed Shares.

(b) As of the Closing Date, the Subscribed Shares will be duly authorized and, when issued and delivered to Subscriber against full payment therefor in accordance with the terms of this Subscription Agreement, will be validly issued, fully paid and non-assessable and, when issued, will be free and clear of all liens or other restrictions (other than those arising under applicable securities laws) and will not have been issued in violation of any preemptive rights created under the Company's organizational documents or the laws of its jurisdiction of incorporation or any similar rights pursuant to any agreement or other instrument to which it is a party or by which it is otherwise bound.

(c) This Subscription Agreement has been duly authorized, executed and delivered by the Company, and assuming the due authorization, execution and delivery of the same by Subscriber, this Subscription Agreement shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies.

(d) The execution and delivery of this Subscription Agreement, the issuance and sale of the Subscribed Shares and the compliance by the Company with all of the provisions of this Subscription Agreement and the consummation of the transactions contemplated herein will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject; (ii) the organizational documents of the Company; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any of its properties except, in the case of clauses (i) and (iii), as would not reasonably be expected, individually or in the aggregate, to have a Company Material Adverse Effect.

(e) Assuming the accuracy of the representations and warranties of the Subscriber set forth in Section 4, the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization (including The Nasdaq Stock Market ("Nasdaq")) or other person in connection with the execution, delivery and performance of this Subscription Agreement (including, without limitation, the issuance of the Subscribed Shares), other than (i) filings required by applicable state securities laws, (ii) the filing of the Registration Statement pursuant to Section 5, (iii) the filing of a Notice of Exempt Offering of Securities on Form D with the United States Securities and Exchange Commission ("Commission" or the "SEC") under Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations of the Commission promulgated thereunder, if applicable, (iv) those required by Nasdaq, including with respect to obtaining stockholder approval, (v) those required to consummate the Transaction as provided under the Merger Agreement, (vi) the filing of notification under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if applicable, and (vii) the failure of which to obtain would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(f) A copy of each report, statement, schedule, prospectus, and registration statement filed by the Company prior to the date of this Subscription Agreement (the "SEC Documents") is available to the undersigned via the SEC's EDGAR system. The Company has timely filed each SEC Document that the Company was required to file with the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), since its initial registration of the Class A Shares with the SEC. As of their respective dates, each of the SEC Documents complied in all material respects with the requirements of the Securities Act and the Exchange Act, and the rules and regulations of the Commission promulgated thereunder, and none of the SEC Documents, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments. As of the date hereof, there are no material outstanding or unresolved comments in comment letters from the Staff of the SEC with respect to any of the SEC Documents.

(g) As of the date hereof the authorized share capital of the Company consists of (i) 1,000,000 shares of preferred stock, with a par value of $0.0001 per share ("Preferred Shares"), and (ii) 400,000,000 shares of common stock with a par value of $0.0001 per share, consisting of 380,000,000 Class A Shares and 20,000,000 shares of Class B common stock ("Class B Shares" and, together with the Class A Shares, "Common Stock"). As of the date hereof, (i) 34,500,000 Class A Shares, 8,625,000 Class B Shares and no Preferred Shares are issued and outstanding, (ii) 17,433,334 warrants, each exercisable to purchase one Class A Share at $11.50 per share ("Warrants"), are issued and outstanding, including 5,933,334 private placement warrants; and (iii) no Class A Shares are subject to issuance upon exercise of outstanding options. No Warrants are exercisable on or prior to the Closing. All (A) issued and outstanding Common Stock has been duly authorized and validly issued, is fully paid and non-assessable and is not subject to preemptive or similar rights and (B) outstanding Warrants have been duly authorized and validly issued, are fully paid and are not subject to preemptive or similar rights. As of the date hereof, except as (x) set forth above or (y) pursuant to the Subscription Agreements or the Merger Agreement, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from the Company any Common Stock or other equity interests in the Company (collectively, "Equity Interests") or securities convertible into or exchangeable or exercisable for Equity Interests. As of the date hereof, the Company has no subsidiaries other than the Merger Sub and does not own, directly or indirectly, interests or investments (whether equity or debt) in any person (other than the Merger Sub), whether incorporated or unincorporated. There are no stockholder agreements, voting trusts or other agreements or understandings to which the Company is a party or by which it is bound relating to the voting of any Equity Interests, other than (1) the letter agreements entered into by the Company in connection with the Company's initial public offering on September 21, 2020 pursuant to which Falcon Equity Investors LLC and the Company's executive officers and independent directors agreed to vote in favor of any proposed Business Combination (as defined therein), which includes the Transaction, and (2) as contemplated by the Merger Agreement. Other than Class B Shares, which have the anti-dilution rights described in the Company's third amended and restated certificate of incorporation and which such rights will be waived in connection with the Transaction, there are no securities or instruments issued by or to which the Company is a party containing anti-dilution or similar provisions that will be triggered by the issuance of (I) the Subscribed Shares, (II) the shares to be issued pursuant to any Other Subscription Agreement or (III) any other securities to be issued in connection with the Transaction (including, without limitation, any securities to be issued to securityholders of the Company or the Target in connection with the Transaction). Except as disclosed in the SEC Documents, as of the date hereof, the Company had no outstanding indebtedness.

(h) The Company is in compliance with all applicable laws and has not received any written communication from a governmental entity that alleges that the Company is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(i) Except for such matters as have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, there is no (i) suit, action, claim, proceeding or arbitration before a governmental authority or arbitrator pending, or, to the knowledge of the Company, threatened against the Company or (ii) judgment, decree, injunction, ruling or order of any governmental authority or arbitrator outstanding against the Company.

(j) The issued and outstanding Class A Shares are registered pursuant to Section 12(b) of the Exchange Act, and are listed for trading on Nasdaq under the symbol "FCAC." There is no suit, action, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company by the Nasdaq or the Commission with respect to any intention by such entity to deregister the Class A Shares or prohibit or terminate the listing of the Class A Shares on the Nasdaq. The Company has taken no action that is designed to terminate the registration of the Class A Shares under the Exchange Act.

(k) Upon consummation of the Transaction, the issued and outstanding Class A Shares, except for any Subscribed Shares, will be registered pursuant to Section 12(b) of the Exchange Act, and the Class A Shares and Subscribed Shares will be listed for trading on Nasdaq.

(l) Assuming the accuracy of Subscriber's representations and warranties set forth in Section 4 of this Subscription Agreement and those of the Other Subscribers in the Other Subscription Agreements, no registration under the Securities Act is required for the offer and sale of the Subscribed Shares by the Company to Subscriber or any of the Other Subscribers and the Subscribed Shares are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

(m) Neither the Company nor any person acting on its behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Subscribed Shares or the Other Subscribed Shares.

(n) [Except for Goldman Sachs & Co. LLC ("Goldman Sachs"), Morgan Stanley & Co. ("Morgan Stanley"), and J.P. Morgan Securities ("J.P. Morgan") (collectively, the "Placement Agents"), no / No] broker or finder is entitled to any brokerage or finder's fee or commission solely in connection with the sale of the Subscribed Shares to Subscriber or any of the Other Subscribers based on arrangements made by or on behalf of the Company.

(o) [The Company agrees that, notwithstanding Section 9(j), the Placement Agents may rely upon the representations and warranties made by the Company to Subscriber in this Subscription Agreement.]

(p) Other than the Other Subscription Agreements, the Merger Agreement and any other agreement expressly contemplated by the Merger Agreement, the Company has not entered into any side letter or similar agreement with any Other Subscriber or any other investor in connection with such Other Subscriber's or investor's direct or indirect investment in the Company. No Other Subscription Agreement includes terms and conditions that are more advantageous to any such Other Subscriber than the Subscriber hereunder, other than terms particular to the regulatory requirements of such Subscriber or its affiliates or related fund. Such Other Subscription Agreements have not been amended or modified in any material respect following the date of this Subscription Agreement.

(q) The Company is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(r) The Company understands and acknowledges that the foregoing representations and warranties shall be deemed material to and have been relied upon by the Subscriber. The Company further understands and acknowledges that neither the due diligence investigation conducted by the Subscriber in connection with making its decision to acquire the Class A Shares nor any representations and warranties made by the Subscriber herein shall modify, amend or affect the Subscriber's right to rely on the truth, accuracy and completeness of the Company's representations and warranties contained herein.

(s) The Company acknowledges and agrees that, notwithstanding anything herein to the contrary, the Subscribed Shares may be pledged by Subscriber in connection with a bona fide margin agreement, provided such pledge shall be (i) pursuant to an available exemption from the registration requirements of the Securities Act or (ii) pursuant to, and in accordance with, a registration statement that is effective under the Securities Act at the time of such pledge, and Subscriber effecting a pledge of Subscribed Shares shall not be required to provide the Company with any notice thereof; provided, however, that neither the Company or their counsel shall be required to take any action (or refrain from taking any action) in connection with any such pledge, other than providing any such lender of such margin agreement with an acknowledgment that the Subscribed Shares are not subject to any contractual prohibition on pledging or lock up, the form of such acknowledgment to be subject to review and comment by the Company in all respects.

4. Subscriber Representations and Warranties. Subscriber represents and warrants to the Company [and the Placement Agents] that:

(a) Subscriber (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, incorporation or formation, and (ii) has the requisite power and authority to enter into and perform its obligations under this Subscription Agreement.

(b) This Subscription Agreement has been duly authorized, executed and delivered by Subscriber, and assuming the due authorization, execution and delivery of the same by the Company, this Subscription Agreement shall constitute the valid and legally binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies.

(c) The execution and delivery of this Subscription Agreement, the purchase of the Subscribed Shares and the compliance by Subscriber with all of the provisions of this Subscription Agreement and the consummation of the transactions contemplated herein will not result in a breach or violation of any of the terms or provisions of, or constitute a default under (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Subscriber is a party or by which Subscriber is bound; (ii) the organizational documents of Subscriber; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber or any of its properties, except, in the case of clauses (i) and (iii), as would not reasonably be expected to have, individually or in the aggregate, a Subscriber Material Adverse Effect. For purposes of this Subscription Agreement, a "Subscriber Material Adverse Effect" means an event, change, development, occurrence, condition or effect with respect to Subscriber that would reasonably be expected to have a material adverse effect on Subscriber's ability to consummate the transactions contemplated hereby, including the purchase of the Subscribed Shares.

(d) Subscriber (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an [institutional] "accredited investor" (within the meaning of Rule 501(a)[(1), (2), (3), [or] (7)[, or (9)]] of Regulation D under the Securities Act) satisfying the applicable requirements set forth on Annex A, (ii) is acquiring the Subscribed Shares only for its own account and not for the account of others, or if Subscriber is subscribing for the Subscribed Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is a "qualified institutional buyer" [or an institutional "accredited investor"] and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account, and (iii) is not acquiring the Subscribed Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and has provided the Company with the requested information on Annex A following the signature page hereto). Subscriber is not an entity formed for the specific purpose of acquiring the Subscribed Shares [and is an "institutional account" as defined by FINRA Rule 4512(c)].

(e) Subscriber understands that the Subscribed Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Subscribed Shares have not been registered under the Securities Act. Subscriber understands that the Subscribed Shares may not be offered, resold, transferred, pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except (i) to the Company or a subsidiary thereof, or (ii) pursuant to an applicable exemption from the registration requirements of the Securities Act, and, in each of cases (i) and (ii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any certificates or book-entry statements representing the Subscribed Shares shall contain a legend to such effect. As a result of these transfer restrictions, Subscriber understands that Subscriber may not be able to readily resell the Subscribed Shares and may be required to bear the financial risk of an investment in the Subscribed Shares for an indefinite period of time. Subscriber acknowledges and agrees that the Subscribed Shares will not be eligible for offer, resale, transfer, pledge or disposition pursuant to Rule 144 promulgated under the Securities Act until at least one year from the Closing Date. Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Subscribed Shares.

(f) Subscriber understands and agrees that Subscriber is purchasing the Subscribed Shares directly from the Company. Subscriber further acknowledges that there have not been, and Subscriber hereby agrees that it is not relying on, any representations, warranties, covenants or agreements made to Subscriber by the Company, [Goldman Sachs & Co. LLC ("Goldman Sachs"), Morgan Stanley & Co. ("Morgan Stanley"), and J.P. Morgan Securities ("J.P. Morgan" collectively, the "the Placement Agents,"), / the Placement Agents,] any other party to the Transaction or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements of the Company set forth in this Subscription Agreement. Subscriber acknowledges that certain information provided by the Company was based on projections, and such projections were prepared based on assumptions and estimates that are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. [Subscriber further acknowledges and agrees that none of Goldman Sachs, Morgan Stanley or J.P. Morgan are acting as placement agent to Subscriber and that no solicitation or recommendation of any type has been made by any of Goldman Sachs, Morgan Stanley or J.P. Morgan to Subscriber.]

(g) In making its decision to purchase the Subscribed Shares, Subscriber has relied solely upon independent investigation made by Subscriber and the representations and warranties of the Company set forth herein. Subscriber acknowledges and agrees that Subscriber has received such information as Subscriber deems necessary in order to make an investment decision with respect to the Subscribed Shares, including with respect to the Company and the Transaction (including the Target). Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as Subscriber and such undersigned's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Subscribed Shares. Subscriber acknowledges and agrees that neither of the Placement Agents, nor any of their respective affiliates has provided Subscriber with any information or advice with respect to the Subscribed Shares nor is such information or advice necessary or desired. [Neither of the Placement Agents nor any of their respective affiliates has made or makes any representation as to the Company or the Target or the quality or value of the Subscribed Shares and the Placement Agents and any of its affiliates may have acquired non-public information with respect to the Company or the Target which Subscriber agrees need not be provided to it. In connection with the issuance of the Subscribed Shares to Subscriber, neither of the Placement Agents nor any of their respective affiliates has acted as a financial advisor or fiduciary to Subscriber.]

(h) Subscriber became aware of this offering of the Subscribed Shares solely by means of direct contact between Subscriber and the Company [or by means of contact from the Placement Agents] and the Subscribed Shares were offered to Subscriber solely by direct contact between Subscriber and the Company [or by means of contact from the Placement Agents]. Subscriber did not become aware of this offering of the Subscribed Shares, nor were the Subscribed Shares offered to Subscriber, by any other means. Subscriber acknowledges that the Company represents and warrants that the Subscribed Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

(i) Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Subscribed Shares. Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Subscribed Shares, and Subscriber has had an opportunity to seek, and has sought, such accounting, legal, business and tax advice as Subscriber has considered necessary to make an informed investment decision. Subscriber (i) is an institutional account as defined in FINRA Rule 4512(c), (ii) is a sophisticated investor, experienced in investing in private equity transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, and (iii) has exercised independent judgment in evaluating its participation in the purchase of the Subscribed Shares. Subscriber understands and acknowledges that the purchase and sale of the Subscribed Shares hereunder meets (i) the exemptions from filing under FINRA Rule 5123(b)(1)(A) and (ii) the institutional customer exemption under FINRA Rule 2111(b).

(j) Subscriber has adequately analyzed and fully considered the risks of an investment in the Subscribed Shares and determined that the Subscribed Shares are a suitable investment for Subscriber and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in the Company. Subscriber acknowledges specifically that a possibility of total loss exists.

(k) Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Subscribed Shares or made any findings or determination as to the fairness of this investment.

(l) Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or in any Executive Order issued by the President of the United States and administered by OFAC ("OFAC List"), or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that Subscriber is permitted to do so under applicable law. Subscriber represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.), as amended by the USA PATRIOT Act of 2001 and its implementing regulations (collectively, the "BSA/PATRIOT Act"), that Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. Subscriber further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Subscribed Shares were legally derived.

(m) No foreign person (as defined in 31 C.F.R. Part 800.224) in which the national or subnational governments of a single foreign state have a substantial interest (as defined in 31 C.F.R. Part 800.244) will acquire a substantial interest in the Company as a result of the purchase and sale of Subscribed Shares hereunder such that a declaration to the Committee on Foreign Investment in the United States would be mandatory under 31 C.F.R. Part 800.401, and no foreign person will have control (as defined in 31 C.F.R. Part 800.208) over the Company from and after the Closing as a result of the purchase and sale of Subscribed Shares hereunder.

(n) If Subscriber is an employee benefit plan that is subject to Title I of the Employee Retirement Income Act of 1974, as amended ("ERISA"), a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code, or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "Plan") subject to the fiduciary or prohibited transaction provisions of ERISA or section 4975 of the Code, Subscriber represents and warrants that (i) it has not relied on the Company or any of its affiliates (the "Transaction Parties") for investment advice or as the Plan's fiduciary with respect to its decision to acquire and hold the Subscribed Shares, and none of the Transaction Parties shall at any time be relied upon as the Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Subscribed Shares and (ii) the acquisition and holding of the Subscribed Shares will not result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code.

(o) Subscriber at the Closing will have sufficient funds to pay the Purchase Price pursuant to Section 2(b).

(p) Subscriber acknowledges that it has not relied upon any statement, representation or warranty made by any person, firm or corporation (including, without limitation, the Company, any of its affiliates or any of its or their respective control persons, officers, directors, employees, agents or representatives, or the Placement Agents), other than the representations and warranties of the Company expressly set forth in this Subscription Agreement, or any Other Subscriber in making its investment or decision to invest in the Company. Subscriber agrees that none of (i) any Other Subscriber pursuant to this Subscription Agreement or any other agreement related to the private placement of shares of Class A Shares (including the controlling persons, officers, directors, partners, agents or employees of any such Subscriber) or (ii) the Placement Agents or any of their respective affiliates or any of its or their respective affiliates' control persons, officers, directors or employees, except, in each case, to the extent resulting from their own gross negligence, fraud or willful misconduct shall be liable to any Other Subscriber pursuant to this Subscription Agreement or any other agreement related to the private placement of Class A Shares for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Subscribed Shares hereunder.

(q) Subscriber [has had no contact with any Placement Agent with respect to the Subscribed Shares / agrees that, notwithstanding Section 9(j), the Placement Agents may rely upon the representations and warranties made by Subscriber to the Company in this Subscription Agreement].

(r) [Subscriber acknowledges and is aware that Goldman Sachs is acting as financial advisor to the Company in connection with the Transaction.]

5. Additional Subscriber Agreement. Subscriber hereby agrees that, from the date of this Subscription Agreement until the earlier of the Closing or the termination of this Subscription Agreement in accordance with its terms, none of Subscriber or any person or entity acting on behalf of Subscriber or pursuant to any understanding with Subscriber will engage in any Short Sales with respect to equity securities of the Company prior to the Closing. For purposes of this Section 5, "Short Sales" shall include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, and all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers. Notwithstanding the foregoing, (i) nothing herein shall prohibit other entities under common management or that share an investment advisor with Subscriber (including Subscriber's controlled affiliates and/or affiliates) from entering into any Short Sales and (ii) in the case of a Subscriber that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Subscriber's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Subscribed Shares covered by this Subscription Agreement. For the avoidance of doubt, this Section 5 shall not apply to (a) any sale (including the exercise of any redemption right) of securities of the Company (i) held by Subscriber, its controlled affiliates or any person or entity acting on behalf of Subscriber or any of its controlled affiliates prior to the execution of this Subscription Agreement or (ii) purchased by Subscriber, its controlled affiliates or any person or entity acting on behalf of Subscriber or any of its controlled affiliates in open market transactions after the execution of this Subscription Agreement or (b) ordinary course, non-speculative hedging transactions.

6. Registration of Subscribed Shares.

(a) The Company agrees that, within thirty (30) calendar days after the consummation of the Transaction, the Company will file with the Commission (at the Company's sole cost and expense) a registration statement on Form S-1 (or, if available, Form S-3), registering the resale of the Subscribed Shares pursuant to Rule 415 under the Securities Act (the "Registration Statement"). The Company will provide a draft of the Registration Statement to Subscriber for review at least three (3) business days in advance of filing the Registration Statement, and shall advise Subscriber upon the Registration Statement being declared effective by the SEC. The Company shall use its commercially reasonable efforts to have the Registration Statement declared effective by the SEC as soon as practicable after the filing thereof, but no later than the earlier of (i) no later than sixty (60) calendar days following the Closing Date (or ninety (90) calendar days after the Closing Date if the Registration Statement is reviewed by and receives comments from the SEC) and (ii) the 10th calendar day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be "reviewed" or will not be subject to further comments from the SEC (such earlier date, the "Effectiveness Deadline"), provided, that if the day of the Effectiveness Deadline falls on a Saturday, Sunday or other day that the Commission is closed for business, the Effectiveness Deadline shall be extended to the next Business Day on which the Commission is open for business. Notwithstanding the foregoing, if the Commission prevents the Company from including any or all of the shares proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 under the Securities Act for the resale of the Subscribed Shares by the applicable stockholders or otherwise, such Registration Statement shall register for resale such number of Subscribed Shares which is equal to the maximum number of Subscribed Shares as is permitted to be registered by the Commission. In such event, the number of Subscribed Shares to be registered for each selling stockholder named in the Registration Statement shall be reduced pro rata among all such selling stockholders. In no event shall Subscriber be identified as a statutory underwriter in the Registration Statement without Subscriber's prior written consent. The Company agrees that, except for such times as the Company is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, the Company will use commercially reasonable efforts to cause such Registration Statement to remain continuously effective with respect to Subscriber until the earlier of (i) five (5) years from the issuance of the Subscribed Shares, (ii) the date on which all of the Subscribed Shares shall have been sold pursuant to the Registration Statement or pursuant to Rule 144 under the Securities Act, or (iii) if Rule 144(i) is no longer applicable to the Company or Rule 144(i)(2) is amended to remove the current reporting requirement preceding a disposition of securities, the first date on which the undersigned can sell all of its Subscribed Shares (or shares received in exchange therefor) under Rule 144 under the Securities Act without limitation as to the manner of sale or the amount of such securities that may be sold. For as long as the Registration Statement shall remain effective pursuant to the immediately preceding sentence, the Company will use commercially reasonable efforts to file all reports, and provide all customary and reasonable cooperation, necessary to enable the undersigned to resell the Subscribed Shares pursuant to the Registration Statement or Rule 144 under the Securities Act (when Rule 144 under the Securities Act becomes available to the Company), as applicable, qualify the Subscribed Shares for listing on the applicable stock exchange on which the Company's Class A Shares are then listed, and update or amend the Registration Statement as necessary to include the Subscribed Shares. The Company's obligations to include the Subscribed Shares in the Registration Statement are contingent upon Subscriber furnishing in writing to the Company such information regarding Subscriber, the securities of the Company held by Subscriber and the intended method of disposition of the Subscribed Shares as shall be reasonably requested by the Company to effect the registration of the Subscribed Shares, and Subscriber shall execute such documents in connection with such registration as the Company may reasonably request that are customary for a selling stockholder in similar situations; provided that Subscriber shall not in connection with the foregoing be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Subscribed Shares.

(b) In the case of the registration effected by the Company pursuant to this Subscription Agreement, the Company shall, upon reasonable request, inform Subscriber as to the status of such registration. At its expense, the Company shall:

(i) except for such times as the Company is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which the Company determines to obtain, continuously effective with respect to Subscriber, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions;

(ii) advise Subscriber within three (3) business days:

A. of the issuance by the SEC of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

B. of the receipt by the Company of any notification with respect to the suspension of the qualification of the Subscribed Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

C. subject to the provisions in this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus included therein so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, the Company shall not, when so advising Subscriber of such events listed above, provide Subscriber with any material, nonpublic information regarding the Company other than to the extent that providing notice to Subscriber of the occurrence of the events listed in (A) through (C) above constitutes material, nonpublic information regarding the Company;

(iii) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

(iv) upon the occurrence of any event contemplated above, except for such times as the Company is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, the Company shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Subscribed Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(v) use its commercially reasonable efforts to cause all Subscribed Shares to be listed on each securities exchange or market, if any, on which the Class A Shares have been listed;

(vi) use its commercially reasonable efforts (A) to take all other steps necessary to effect and maintain the registration of the Subscribed Shares contemplated hereby and to enable the Subscriber to sell the Subscribed Shares under Rule 144 and (B) for so long as the Subscriber holds Subscribed Shares, to timely file all reports and other materials required to be filed by the Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required under the applicable provisions of Rule 144 to enable Subscriber to sell the Class A Shares under Rule 144; and

(vii) (a) use its commercially reasonable efforts to cause the removal of the restrictive legends from (i) any Subscribed Shares being sold under the Registration Statement, (ii) at the time of sale of Subscribed Shares pursuant to Rule 144 and (iii) at the request of a holder of Subscribed Shares at such time as any Subscribed Shares held by such holder may be sold by such holder without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions, and (b) request its legal counsel to deliver an opinion, if necessary, to the transfer agent to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, in each case upon the receipt of customary representations and other documentation, if any, from the holder as reasonably requested by the Company, its counsel or the transfer agent, establishing that restrictive legends are no longer required.

(c) Notwithstanding anything to the contrary contained herein, the Company may delay or postpone filing of such Registration Statement, and from time to time require Subscriber not to sell under the Registration Statement or suspend the use or effectiveness of any such Registration Statement, if it determines, upon advice of legal counsel, that in order for the registration statement to not contain a material misstatement or omission, an amendment thereto would be needed to include information that would at that time not otherwise be required in a current, quarterly or annual report under the Exchange Act, or if the Company's Board of Directors, upon advice of legal counsel, reasonably believes such filing or use would materially affect a bona fide business or financing transaction of the Company or would require premature disclosure of information that would materially adversely affect the Company and with respect to which the Company has a bona fide business purpose for keeping confidential (each such circumstance, a "Suspension Event"); provided that (x) the Company shall not so delay filing or so suspend the use of the Registration Statement for a period of more than sixty (60) consecutive days or more than two (2) times in any three hundred sixty (360) day period and (y) the Company shall use commercially reasonable efforts to make such registration statement available for the sale by the undersigned of such securities as soon as practicable thereafter. Upon receipt of any written notice from the Company (which notice shall not contain any material non-public information regarding the Company) of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus), not misleading, the undersigned agrees that (i) it will immediately discontinue offers and sales of the Subscribed Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until the undersigned receives copies of a supplemental or amended prospectus (which the Company agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Company that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Company unless otherwise required by law, subpoena or regulatory request or requirement. Notwithstanding anything to the contrary set forth herein, the Company shall not, when so advising Subscriber of a Suspension Event, provide Subscriber with any material, nonpublic information regarding the Company (other than to the extent that providing notice to Subscriber of the occurrence of a Suspension Event may itself constitute material, nonpublic information regarding the Company). If so directed by the Company, the undersigned will deliver to the Company or, in the undersigned's sole discretion, destroy all copies of the prospectus covering the Subscribed Shares in the undersigned's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Subscribed Shares shall not apply (x) to the extent the undersigned is required to retain a copy of such prospectus (A) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (B) in accordance with a bona fide pre-existing document retention policy or (y) to copies stored electronically on archival servers as a result of automatic data back-up.

(d) Subscriber may deliver written notice (an "Opt-Out Notice") to the Company requesting that Subscriber not receive notices from the Company otherwise required by this Section 6; provided, however, that Subscriber may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Subscriber (unless subsequently revoked), (i) the Company shall not deliver any such notices to Subscriber and Subscriber shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Subscriber's intended use of an effective Registration Statement, Subscriber will notify the Company in writing at least two (2) business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 6(d)) and the related suspension period remains in effect, the Company will so notify Subscriber, within one (1) business day of Subscriber's notification to the Company, by delivering to Subscriber a copy of such previous notice of Suspension Event, and thereafter will provide Subscriber with the related notice of the conclusion of such Suspension Event promptly following its availability.

(e) The Company shall, notwithstanding any termination of this Subscription Agreement, indemnify, defend and hold harmless Subscriber (to the extent a seller under the Registration Statement), the officers, directors, trustees, agents, partners, members, managers, stockholders, affiliates, employees and investment advisers of each of them, each person who controls Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, trustees, agents, partners, members, managers, stockholders, affiliates, employees and investment advisers of each such controlling person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and investigation and reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any prospectus included in the Registration Statement or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Section 6, except insofar as and to the extent, but only to the extent, that such untrue statements, alleged untrue statements, omissions or alleged omissions are based solely upon information regarding Subscriber furnished in writing to the Company by Subscriber expressly for use therein. The Company shall notify Subscriber promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 6 of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Class A Shares by Subscriber.

(f) Subscriber shall, severally and not jointly with any Other Subscriber, indemnify and hold harmless the Company, its directors, officers, agents and employees, each person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding Subscriber furnished in writing to the Company by Subscriber expressly for use therein. In no event shall the liability of Subscriber under this Section 6(e) be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Subscribed Shares giving rise to such indemnification obligation.

(g) Any person or entity entitled to indemnification herein shall (A) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (B) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (in addition to local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation, and in no event shall the liability of Subscriber under this Section 6(g) be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Subscribed Shares giving rise to such indemnification obligation.

(h) If the indemnification provided under this Section 6 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be subject to the limitations set forth in this Section 6 and deemed to include any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 6(g) from any person who was not guilty of such fraudulent misrepresentation. Each indemnifying party's obligation to make a contribution pursuant to this Section 6(g) shall be several, not joint.

7. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earliest to occur of (a) such date and time as the Merger Agreement is terminated in accordance with its terms, (b) upon the mutual written agreement of the Company and the Subscriber to terminate this Subscription Agreement, (c) if, on the Closing Date of the Transaction, any of the conditions to Closing set forth in Section 2 of this Subscription Agreement have not been satisfied as of the time required hereunder to be so satisfied or waived by the party entitled to grant such waiver and, as a result thereof, the transactions contemplated by this Subscription Agreement are not consummated, or (d) August 31, 2021; provided that nothing herein will relieve any party hereto from liability for any willful breach hereof prior to the time of termination, and each party hereto will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach. The Company shall notify Subscriber of the termination of the Merger Agreement promptly after the termination thereof. Upon the termination hereof in accordance with this Section 7, any monies paid by Subscriber to the Company in connection herewith shall promptly (and in any event within one (1) Business Day) be returned in full to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber, without any deduction for or on account of any tax withholding, charges or set-off, whether or not the Transaction shall have been consummated

8. Trust Account Waiver. Subscriber hereby acknowledges that the Company has established a trust account (the "Trust Account") containing the proceeds of its initial public offering (the "IPO") and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of the Company's public stockholders and certain other parties (including the underwriters of the IPO). For and in consideration of the Company entering into this Subscription Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subscriber hereby irrevocably waives any and all right, title and interest, or any claim of any kind, regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability, it has or may in the future have arising out of this Subscription Agreement, in or to any monies held in the Trust Account, and agrees not seek recourse against the Trust Account as a result of, or arising out of, this Subscription Agreement; provided however, that nothing in this Section 8 shall (i) serve to limit or prohibit Subscriber's right to pursue a claim against the Company for legal relief against assets held outside the Trust Account (so long as such claim would not affect the Company's ability to fulfill its obligation to effectuate any redemption right with respect to any securities of the Company), for specific performance or other equitable relief, (ii) serve to limit or prohibit any claims that the Subscriber may have in the future against the Company's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds) (so long as such claim would not affect the Company's ability to fulfill its obligation to effectuate any redemption right with respect to any securities of the Company) or (iii) be deemed to limit the Subscriber's right, title, interest or claim to the Trust Account by virtue of the Subscriber's record or beneficial ownership of Common Stock of the Company acquired by any means other than pursuant to this Subscription Agreement, including but not limited to any right to distributions from the Trust Account in accordance with the Company's third amended and restated certificate of incorporation in respect of any redemptions by Subscriber of its Class A Shares acquired by any means other than pursuant to this Subscription Agreement.

9. Miscellaneous.

(a) All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by electronic mail (with no mail undeliverable or other rejection notice), on the date of transmission to such recipient; provided, that such notice, request, demand, claim or other communication is also sent to the recipient pursuant to clauses (i), (iii) or (iv) of this Section 8(a), (iii) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (iv) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and, in each case, addressed to the intended recipient at its address specified on the signature page hereof or to such electronic mail address or address as subsequently modified by written notice given in accordance with this Section 8(a). A courtesy electronic copy of any notice sent by methods (i), (iii), or (iv) above shall also be sent to the recipient via electronic mail if provided in the applicable signature page hereof or to an electronic mail address as subsequently modified by written notice given in accordance with this Section 8(a).

(b) Subscriber acknowledges that the Company will rely on the acknowledgments, understandings, agreements, representations and warranties of the Subscriber contained in this Subscription Agreement and the Target, following the Closing, will rely on the representations and warranties of the Subscriber contained in this Subscription Agreement. Prior to the Closing, Subscriber agrees to promptly notify the Company if it becomes aware that any of the acknowledgments, understandings, agreements, representations and warranties of Subscriber set forth herein are no longer accurate in all material respects. The Company acknowledges that Subscriber[, Placement Agents] and others will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement. Prior to the Closing, the Company agrees to promptly notify Subscriber if it becomes aware that any of the acknowledgments, understandings, agreements, representations and warranties of the Company set forth herein are no longer accurate in all material respects.

(c) Each of the Company and Subscriber is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

(d) Except as otherwise provided herein, all costs and expenses incurred in connection with this Subscription Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the transactions contemplated hereby are consummated.

(e) Except as otherwise provided in this Section 9(e), neither this Subscription Agreement nor any rights that may accrue to Subscriber hereunder (other than the Subscribed Shares acquired hereunder, if any) may be transferred or assigned. Neither this Subscription Agreement nor any rights that may accrue to the Company hereunder may be transferred or assigned (provided, that, for the avoidance of doubt, the Company may transfer the Subscription Agreement and its rights hereunder in connection with the consummation of the Transaction). Notwithstanding the foregoing, Subscriber may assign its rights and obligations under this Subscription Agreement to one or more of its affiliates or to any fund or account managed or advised by the same investment manager as the Subscriber or, with the Company's prior written consent, to another person, provided that no such assignment shall relieve Subscriber of its obligations hereunder if any such assignee fails to perform such obligations.

(f) All the agreements, representations and warranties made by each party hereto in this Subscription Agreement shall survive the Closing.

(g) The Company may request from Subscriber such additional information as the Company may reasonably deem necessary to evaluate the eligibility of Subscriber to acquire the Subscribed Shares, and Subscriber shall provide such information as may be reasonably requested, to the extent readily available and to the extent consistent with its internal policies and procedures, *provided*, that, the Company agrees to keep any such information provided by Subscriber confidential; *provided*, *further*, that upon receipt of such additional information, the Company shall be allowed to convey such information to Target and Target shall keep the information confidential, except as may be required by applicable law, rule, regulation or in connection with any legal proceeding or regulatory request . Subscriber acknowledges that the Company may file a form of this Subscription Agreement with the Commission as an exhibit to a periodic report of the Company or a registration statement of the Company.

(h) The Company agrees that the Subscriber's identity and the Subscription, as well as nature of the Subscriber's obligations hereunder, may not be disclosed in public announcements or any other filing required by the Commission, including in any registration statements, proxy statements, consent solicitation statements and other filings to be filed by the Company with the Commission in connection with the Subscription and/or the Transaction; provided, however, that notwithstanding the foregoing, such disclosure shall be permitted to the extent, if any, required to comply with law, rules or regulations, in response to a comment or request from the staff of the Commission or another regulatory agency or under Nasdaq regulations; provided further that, to the extent permitted by the foregoing, Subscriber shall have an opportunity to review and comment on all disclosures in which it is contemplated to be named prior to filing or public release. In all other cases, the Company acknowledges and agrees that the Company will not, and will cause its representatives[, including the Placement Agents and its respective representatives,] not to publicly make reference to the Subscriber or any of its affiliates or investment advisors in connection with the Transaction or this Subscription Agreement, including in a press release or marketing materials of the Company or for any similar or related purpose (provided that Subscriber may disclose its entry into this Subscription Agreement and the Purchase Price) without the prior written consent of the Subscriber.

(i) This Subscription Agreement may not be amended, modified, waived or terminated except by an instrument in writing, signed by the party against whom enforcement of such modification, waiver, or termination is sought.

(j) This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties hereto, with respect to the subject matter hereof. Except as otherwise provided in Section 9(n), this Subscription Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective permitted successors and assigns.

(k) Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

(l) If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

(m) This Subscription Agreement may be executed and delivered in one or more counterparts (including by facsimile or electronic mail (including ..pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

(n) This Subscription Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person; provided, however, that [(i) the Placement Agents shall be an intended third party beneficiary of the representations and warranties of the Company in Section 3 hereof and of the Subscribers in Section 4 hereof and (ii)] the persons named in Sections 6(d) through 6(g) hereof shall be intended third party beneficiaries of such provisions.

(o) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached and that monetary damages or other legal remedies would not be an adequate remedy for such damage. It is accordingly agreed that the parties hereto shall be entitled to equitable relief, including in the form of an injunction or injunctions to prevent breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise. The parties hereto acknowledge and agree that the Company shall be entitled to specifically enforce Subscriber's obligations to fund the Purchase Price and the provisions of the Subscription Agreement, in each case, on the terms and subject to the conditions set forth herein. The parties hereto further acknowledge and agree: (x) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy; (y) not to assert that a remedy of specific enforcement pursuant to this Section 8(n) is unenforceable, invalid, contrary to applicable law or inequitable for any reason; and (z) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.

(p) No failure or delay by a party hereto in exercising any right, power or remedy under this Subscription Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Subscription Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Subscription Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

(q) This Subscription Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the principles of conflicts of laws that would otherwise require the application of the law of any other state.

(r) **EACH PARTY HERETO HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE PARTIES HERETO AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES HERETO FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS SUBSCRIPTION AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT.**

(s) The parties hereto agree that all disputes, legal actions, suits and proceedings arising out of or relating to this Subscription Agreement must be brought exclusively in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the state of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware or, in the event each federal court within the State of Delaware declines to accept jurisdiction over a particular matter, any state court within the state of Delaware) (collectively the "Designated Courts"). Each party hereto hereby consents and submits to the exclusive jurisdiction of the Designated Courts. No legal action, suit or proceeding with respect to this Subscription Agreement may be brought in any other forum. Each party hereto hereby irrevocably waives all claims of immunity from jurisdiction and any objection which such party may now or hereafter have to the laying of venue of any suit, action or proceeding in any Designated Court, including any right to object on the basis that any dispute, action, suit or proceeding brought in the Designated Courts has been brought in an improper or inconvenient forum or venue. Each of the parties hereto also agrees that delivery of any process, summons, notice or document to a party hereof in compliance with Section 8(a) of this Subscription Agreement shall be effective service of process for any action, suit or proceeding in a Designated Court with respect to any matters to which the parties hereto have submitted to jurisdiction as set forth above.

(t) This Subscription Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Subscription Agreement, or the negotiation, execution or performance of this Subscription Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, agent, attorney or other representative of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Subscription Agreement or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby.

(u) The Company shall, by 9:00 a.m., New York City time, on the first (1st) Business Day immediately following the date of this Subscription Agreement, issue one or more press releases or file with the Commission a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing, to the extent not previously publicly disclosed, all material terms of the transactions contemplated hereby (and by the Other Subscription Agreements), the Transaction and any other material, nonpublic information that the Company has provided to Subscriber at any time prior to the filing of the Disclosure Document. Upon the issuance of the Disclosure Document, to the Company's knowledge, Subscriber shall not be in possession of any material, non-public information received from the Company, the Target or any of their respective officers, directors or employees [or the Placement Agents], and Subscriber shall no longer be subject to any confidentiality or similar obligations under any current agreement, whether written or oral with Company, the Placement Agents, the Company or any of their respective affiliates in connection with the Transaction. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Company shall not publicly disclose the name of Subscriber or any affiliate or investment adviser of Subscriber, or include the name of Subscriber or any affiliate or investment adviser of Subscriber (i) in any press release or (ii) in any filing with the Commission or any regulatory agency or trading market, in each case without the prior written consent (including by e-mail) of Subscriber, except in the case of clause (ii) as required by the federal securities laws, rules or regulations and to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the Commission or regulatory agency or under Nasdaq regulations, in which case the Company shall provide Subscriber with prior written notice (including by e-mail) of such permitted disclosure, and shall reasonably consult with Subscriber regarding such disclosure. Subscriber will promptly provide any information reasonably requested by the Company for any regulatory application or filing made or approval sought in connection with the Transaction (including filings with the Commission).

(v) The obligations of Subscriber under this Subscription Agreement are several and not joint with the obligations of any Other Subscriber or any other investor under the Other Subscription Agreements, and Subscriber shall not be responsible in any way for the performance of the obligations of any Other Subscriber under this Subscription Agreement or the Other Subscription Agreements or other investor. The decision of Subscriber to purchase Subscribed Shares pursuant to this Subscription Agreement has been made by Subscriber independently of any Other Subscriber or any other investor and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Company or any of its subsidiaries which may have been made or given by any Other Subscriber or investor or by any agent or employee of any Other Subscriber or investor, and neither Subscriber nor any of its agents or employees shall have any liability to any Other Subscriber or investor (or any other person) relating to or arising from any such information, materials, statements or opinions. Nothing contained herein or in any Other Subscription Agreement, and no action taken by Subscriber or Other Subscriber or investor pursuant hereto or thereto, shall be deemed to constitute the Subscriber and other investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Subscriber, the Other Subscribers or other investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Subscription Agreement and the Other Subscription Agreements. Subscriber acknowledges that no Other Subscriber has acted as agent for the Subscriber in connection with making its investment hereunder and no Other Subscriber will be acting as agent of the Subscriber in connection with monitoring its investment in the Subscribed Shares or enforcing its rights under this Subscription Agreement. Subscriber shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Subscription Agreement, and it shall not be necessary for any Other Subscriber or investor to be joined as an additional party in any proceeding for such purpose.

[*The remainder of this page is intentionally left blank.****]***

IN WITNESS WHEREOF, each of the Company and Subscriber has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date first set forth above.

FALCON CAPITAL ACQUISITION CORP.

By: _____
Name:
Title:
Address for Notices:

[SUBSCRIBER]

By: _____
Name:
Title:
Address for Notices:

Name in which shares are to be registered:

_____

Number of Subscribed Shares subscribed for:	_____
Price Per Subscribed Share:	10.00
Aggregate Purchase Price:	$_____

You must pay the Purchase Price by wire transfer of United States dollars in immediately available funds to the account of the Company specified by the Company in the Closing Notice.

ANNEX A

ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

This Annex A should be completed and signed by Subscriber
and constitutes a part of the Subscription Agreement.

A. QUALIFIED INSTITUTIONAL BUYER STATUS (Please check the box, if applicable)

☐ Subscriber is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act).

B. [INSTITUTIONAL] ACCREDITED INVESTOR STATUS (Please check the box)

☐ Subscriber is an [institutional] "accredited investor" (within the meaning of Rule 501(a)[(1), (2), (3) [or] (7) [or (9)] of Regulation D] under the Securities Act) and has marked and initialed the appropriate box below indicating the provision under which it qualifies as an "accredited investor."

C. AFFILIATE STATUS
(Please check the applicable box)

SUBSCRIBER:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company or acting on behalf of an affiliate of the Company.

Rule 501(a), in relevant part, states that an [institutional] "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an [institutional] "accredited investor."

[☐ Any bank, registered broker or dealer, insurance company, registered investment company, business development company, or small business investment company;

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ Any employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5,000,000;

☐ Any corporation, similar business trust, partnership or any organization described in Section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000

☐ Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐ Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000. For purposes of calculating a natural person's net worth: (a) the person's primary residence must not be included as an asset; (b) indebtedness secured by the person's primary residence up to the estimated fair market value of the primary residence must not be included as a liability (except that if the amount of such indebtedness outstanding at the time of calculation exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess must be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the residence must be included as a liability;

☐ Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ Any trust with assets in excess of $5,000,000, not formed to acquire the securities offered, whose purchase is directed by a sophisticated person; or

☐ Any entity in which all of the equity owners are accredited investors meeting one or more of the above tests or one of the following tests.]

[☐ Any bank, registered broker or dealer, insurance company, registered investment company, business development company, small business investment company, private business development company, or rural business investment company;

☐ Any investment adviser registered pursuant to section 203 of the Investment Advisers Act or registered pursuant to the laws of a state;

☐ Any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act;

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), if (i) the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, (ii) the employee benefit plan has total assets in excess of $5,000,000 or, (iii) such plan is a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

☐ Any (i) corporation, limited liability company or partnership, (ii) Massachusetts or similar business trust, or (iii) organization described in section 501(c)(3) of the Internal Revenue Code, in each case that was not formed for the specific purpose of acquiring the securities offered and that has total assets in excess of $5,000,000;

☐ Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Regulation D under the Securities Act; [or

☐ Any entity, if a type not listed in any of the foregoing paragraphs, not formed for the specific purpose of acquiring the securities offered and owning investments in excess of $5,000,000.]]

SUBSCRIBER:
Print Name:

By: _____
Name:
Title:

Exhibit 10.2

ACQUIROR SUPPORT AGREEMENT

This ACQUIROR SUPPORT AGREEMENT (this "Agreement"), dated as of February 12, 2021, is entered into by and among Falcon Equity Investors LLC, a Delaware limited liability company (the "Sponsor"), Falcon Capital Acquisition Corp., a Delaware corporation ("Acquiror"), and Sharecare, Inc., a Delaware Corporation (the "Company").

RECITALS

WHEREAS, concurrently herewith, Acquiror, FCAC Merger Sub, Inc., a Delaware corporation ("Merger Sub"), the Company and Colin Daniel, as stockholder representative, are entering into an Agreement and Plan of Merger (as amended, supplemented, restated or otherwise modified from time to time, the "Merger Agreement"), pursuant to which (and subject to the terms and conditions set forth therein) Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Acquiror;

WHEREAS, capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Merger Agreement;

WHEREAS, the Sponsor is currently the record owner of 8,565,000 shares of Acquiror Common Stock (the "Sponsor Shares") and 5,933,334 outstanding Acquiror Private Placement Warrants (the Sponsor Shares and Acquiror Private Placement Warrants owned by the Sponsor, together with any additional shares of Acquiror Common Stock or Sponsor Shares (or any securities convertible into or exercisable or exchangeable for Acquiror Common Stock or Sponsor Shares) in which the Sponsor acquires record or beneficial ownership after the date hereof, including by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities, the "Covered Shares"); and

WHEREAS, as a condition and inducement to the willingness of Acquiror and the Company to enter into the Merger Agreement, Acquiror, the Company and the Sponsor are entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Sponsor, Acquiror and the Company hereby agree as follows:

1. Voting Agreement. The Sponsor agrees that, at the Acquiror Stockholders' Meeting, at any other meeting of the stockholders of Acquiror (whether annual or special and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof) and in connection with any written consent of the stockholders of Acquiror, the Sponsor shall:

a. when such meeting is held, appear at such meeting or otherwise cause the Covered Shares to be counted as present thereat for the purpose of establishing a quorum;

b. vote (or execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of the Covered Shares owned as of the record date for such meeting (or the date that any written consent is executed by Sponsor) in favor of (i) the approval and adoption of the Merger Agreement and approval of the Merger and all other transactions contemplated by the Merger Agreement and (ii) against any action, agreement or transaction or proposal that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of Acquiror under the Merger Agreement or that would reasonably be expected to result in the failure of the Merger from being consummated and (iii) each of the proposals and any other matters necessary or reasonably requested by the Company for consummation of the Merger and the other transactions contemplated by the Merger Agreement; and

c. vote (or execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of the Covered Shares against (i) any Business Combination Proposal other than with the Company and (ii) any other action that would reasonably be expected to (x) materially impede, interfere with, delay, postpone or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement, or (y) result in a breach of any covenant, representation or warranty or other obligation or agreement of the Sponsor contained in this Agreement.

2. Transfer of Shares. Except as otherwise contemplated by the Merger Agreement or this Agreement, the Sponsor agrees that it shall not, directly or indirectly, (a) sell, assign, transfer (including by operation of law), create any lien or pledge, dispose of or otherwise encumber any of the Covered Shares or otherwise agree to do any of the foregoing, (b) deposit any Covered Shares into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement or (c) enter into any contract, option or other arrangement or undertaking requiring the direct acquisition or sale, assignment, transfer or other disposition of any Covered Shares.

3. No Solicitation of Transactions. The Sponsor agrees not to directly or indirectly, through any officer, director, representative, agent or otherwise, (a) solicit, initiate or knowingly encourage (including by furnishing information) the submission of, or participate in any discussions or negotiations regarding, any transaction in violation of the Merger Agreement or (b) participate in any discussions or negotiations regarding, or furnish to any person or other entity or "group" within the meaning of Section 13(d) of the Exchange Act, any information with the intent to, or otherwise cooperate in any way with respect to, or knowingly assist, participate in, facilitate or encourage, any unsolicited proposal that constitutes, or may reasonably be expected to lead to, a Business Combination Proposal or other transaction in violation of the Merger Agreement. Sponsor shall, and shall cause its affiliates and Representatives to, immediately cease any and all existing discussions or negotiations with any person (other than with the Company, its stockholders and their respective affiliates and Representatives) conducted prior to the date hereof with respect to, or which is reasonably likely to give rise to or result in, a Business Combination Proposal. If the Sponsor receives any inquiry or proposal with respect to a Business Combination Proposal, then Sponsor shall promptly (and in no event later than twenty-four (24) hours after the Sponsor becomes aware of such inquiry or proposal) notify such person in writing that Acquiror is subject to an exclusivity agreement with respect to the Merger that prohibits Sponsor from considering such inquiry or proposal.

4. Representations and Warranties of the Sponsor. The Sponsor hereby represents and warrants to the Company as follows:

a. The Sponsor is the only record and a beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of, and has good, valid and marketable title to, the Covered Shares, free and clear of Liens other than as created by this Agreement or Sponsor's organizational documents or the organizational documents of Acquiror (including, without limitation, for the purposes hereof, any agreement between or among stockholders of Acquiror). As of the date hereof, other than the Covered Shares, Sponsor does not own beneficially or of record any shares of capital stock of Acquiror (or any securities convertible into shares of capital stock of the Acquiror) or any interest therein.

b. The Sponsor (i) has full voting power, full power of disposition and full power to issue instructions with respect to the matters set forth herein, in each case, with respect to the Covered Shares, (ii) has not entered into any voting agreement or voting trust with respect to any of the Covered Shares that is inconsistent with the Sponsor's obligations pursuant to this Agreement, (iii) has not granted a proxy or power of attorney with respect to any of the Covered Shares that is inconsistent with the Sponsor's obligations pursuant to this Agreement and (iv) has not entered into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

c. The Sponsor (i) is a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of the jurisdiction of its organization and (ii) has all requisite limited liability company or other power and authority and has taken all limited liability company or other action necessary in order to, execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Sponsor and constitutes a valid and binding agreement of the Sponsor enforceable against the Sponsor in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

d. Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by the Sponsor from, or to be given by the Sponsor to, or be made by the Sponsor with, any Governmental Authority in connection with the execution, delivery and performance by the Sponsor of this Agreement, the consummation of the transactions contemplated hereby or the Merger and the other transactions contemplated by the Merger Agreement.

e. The execution, delivery and performance of this Agreement by the Sponsor does not, and the consummation of the transactions contemplated hereby or the Merger and the other transactions contemplated by the Merger Agreement will not, constitute or result in (i) a breach or violation of, or a default under, the limited liability company agreement or similar governing documents of the Sponsor, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, the creation, modification or acceleration of any obligations under or the creation of a Lien on any of the properties, rights or assets of the Sponsor pursuant to any contract binding upon the Sponsor or, assuming (solely with respect to performance of this Agreement and the transactions contemplated hereby), compliance with the matters referred to in Section 1, under any applicable Law to which the Sponsor is subject or (iii) any change in the rights or obligations of any party under any contract legally binding upon the Sponsor, except, in the case of clause (ii) or (iii) directly above, for any such breach, violation, termination, default, creation, acceleration or change that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair the Sponsor's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby, the consummation of the Merger or the other transactions contemplated by the Merger Agreement.

f. As of the date of this Agreement, there is no action, proceeding or investigation pending against the Sponsor or, to the knowledge of the Sponsor, threatened against the Sponsor that questions the beneficial or record ownership of the Covered Shares, the validity of this Agreement or the performance by the Sponsor of its obligations under this Agreement.

g. The Sponsor understands and acknowledges that each of Acquiror and the Company is entering into the Merger Agreement in reliance upon the Sponsor's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of the Sponsor contained herein

5. Further Assurances. From time to time, at either Acquiror's or the Company's request and without further consideration, the Sponsor shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or reasonably requested to effect the actions and consummate the transactions contemplated by this Agreement.

6. Changes in Capital Stock. In the event of a stock split, stock dividend or distribution, or any change in Acquiror's capital stock by reason of any stock split, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, equitable adjustment shall be made to the provisions of this Agreement as may be required so that the intended rights, privileges, duties and obligations hereunder shall be given full effect.

7. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed by the Sponsor, Acquiror and the Company.

8. Waiver. No failure or delay by any party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties hereto hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party.

9. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by email (with confirmation of receipt) or sent by a nationally recognized overnight courier service, such as United Parcel Service, to the parties hereto at the following addresses (or at such other address for a party as shall be specified by like notice made pursuant to this Section 8):

if to Acquiror, to it at:

Falcon Capital Acquisition Corp.
660 Madison Avenue, 12th Floor
New York, NY 10065
Attn: Alan G. Mnuchin
E-mail: agm@ariliam.com

with a copy to (which shall not constitute notice):

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attn: Joel Rubinstein; Bryan J. Luchs
Email: joel.rubinstein@whitecase.com; bryan.luchs@whitecase.com

if to the Sponsor, to it at:

Falcon Equity Investors LLC
660 Madison Avenue, 12th Floor
New York, NY 10065
Attn: Alan G. Mnuchin
E-mail: agm@ariliam.com

if to the Company, to it at:

Sharecare, Inc.
255 East Paces Ferry Road
Atlanta, GA 30305
Attn: General Counsel
Email: henry.jay@sharecare.com

with a copy to (which shall not constitute notice):

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attn: Rahul Patel; Keith Townsend; John Anderson
Email: rpatel@kslaw.com; ktownsend@kslaw.com; john.anderson@kslaw.com

10. Entire Agreement. This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof and thereof.

11. No Third-Party Beneficiaries. The Sponsor hereby agrees that its representations, warranties and covenants set forth herein are solely for the benefit of Acquiror and the Company in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any person other than the parties hereto any rights or remedies hereunder, including, without limitation, the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Agreement may only be enforced against, and any action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the persons expressly named as parties hereto.

12. Governing Law and Venue. This Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed within the State of Delaware, without giving effect to any choice-of-law provisions thereof that would compel the application of the substantive laws of any other jurisdiction.

13. Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto in whole or in part (whether by operation of Law or otherwise) without the prior written consent of the other party, and any such assignment without such consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

14. Specific Performance. Each party acknowledges and agrees that the other parties hereto would be irreparably harmed and would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each party agrees that the other parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which such parties are entitled at law or in equity.

15. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto.

16. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that each party need not sign the same counterpart. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Signatures delivered electronically or by facsimile shall be deemed to be original signatures.

17. Termination. This Agreement shall terminate upon the earliest of (a) the Closing of the Merger, (b) the termination of the Merger Agreement in accordance with its terms, and (c) the time this Agreement is terminated upon the mutual written agreement of Acquiror, the Company and the Sponsor.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized persons thereunto duly authorized) as of the date first written above.

FALCON CAPITAL ACQUISITION CORP.

By: /s/ Alan G. Mnuchin
Name: Alan G. Mnuchin
Title: Chief Executive Officer and Chairman

FALCON EQUITY INVESTORS LLC

By: /s/ Alan G. Mnuchin
Name: Alan G. Mnuchin
Title: Director

SHARECARE, INC.

By: /s/ Justin Ferrero
Name: Justin Ferrero
Title: Chief Financial Officer

[Signature Page to Acquiror Support Agreement]

Exhibit 10.3

FORM OF COMPANY SUPPORT AGREEMENT

This COMPANY SUPPORT AGREEMENT (this "Agreement"), dated as of February __, 2021, is entered into by and among Falcon Capital Acquisition Corp., a Delaware corporation ("Acquiror"), Sharecare, Inc., a Delaware corporation (the "Company"), and the persons set forth on Schedule I attached hereto (each, a "Securityholder" and, collectively, the "Securityholders").

RECITALS

WHEREAS, concurrently herewith, Acquiror, FCAC Merger Sub, Inc., a Delaware corporation ("Merger Sub"), the Company and Colin Daniel, as stockholder representative, are entering into an Agreement and Plan of Merger (as amended, supplemented, restated or otherwise modified from time to time, the "Merger Agreement"), pursuant to which (and subject to the terms and conditions set forth therein) Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Acquiror;

WHEREAS, capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Merger Agreement;

WHEREAS, each Securityholder is the record and beneficial owner of the number and type of (i) Company Capital Stock and/or (ii) securities convertible into or exercisable or exchangeable for Company Capital Stock set forth on Schedule I hereto (together with any additional shares of Company Capital Stock (or any securities convertible into or exercisable or exchangeable for Company Capital Stock) in which such Securityholder acquires record or beneficial ownership after the date hereof, including by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities, the "Covered Securities"); and

WHEREAS, as a condition and inducement to the willingness of Acquiror and the Company to enter into the Merger Agreement, Acquiror, the Company and the Securityholders are entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Securityholders, Acquiror and the Company hereby agree as follows:

1. Voting Agreement. Each Securityholder agrees that, as promptly as reasonably practicable (and in any event no later than five (5) Business Days following the date on which the Registration Statement is declared effective by the SEC), such Securityholder shall duly execute and deliver to the Company and Acquiror one or more written consents (in form and substance reasonably satisfactory to Acquiror) evidencing the Company Requisite Approval under which it shall irrevocably and unconditionally consent to the adoption of the Merger Agreement and the approval of the transactions contemplated thereby (including, without limitation, the approval of amendments to the Company Certificate of Incorporation and each of the agreements set forth on Schedule II hereto (the "Stockholder Agreements") to treat any special purpose acquisition company merger (each a "SPAC Transaction") the same as a qualified initial public offering under the Company Certificate of Incorporation and Stockholder Agreements, respectively). For the avoidance of doubt, these approvals will include the automatic conversion of the Company Preferred Stock into Company Common Stock and the automatic termination of the Stockholder Agreements effective immediately prior to the consummation of a qualified SPAC Transaction under the Company Certificate of Incorporation and Stockholder Agreements, respectively. In addition to the foregoing, each Securityholder hereby unconditionally and irrevocably agrees that, at any other meeting of the stockholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof) and in connection with any written consent of the stockholders or other securityholders of the Company, such Securityholder shall:

a. when such meeting is held, appear at such meeting or otherwise cause the Covered Securities to be counted as present thereat for the purpose of establishing a quorum;

b. vote (or execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of the Covered Securities owned as of the record date for such meeting (or the date that any written consent is executed by such Securityholder) in favor of (i) the approval and adoption of the Merger Agreement and approval of the Merger and the other transactions contemplated by the Merger Agreement (including amendment of the Company Certificate of Incorporation and Stockholders Agreements as described in this Section 1) and (ii) against any action, agreement or transaction or proposal that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement or that would reasonably be expected to result in the failure of the Merger from being consummated and (iii) each of the proposals and any other matters necessary or reasonably requested by Acquiror for consummation of the Merger and all other transactions contemplated by the Merger Agreement and (iv) in any other circumstances upon which a consent or other approval is required under the organizational documents of the Company or otherwise sought with respect to the Merger Agreement or the transactions contemplated thereby, to vote, consent or approve (or cause to be voted, consented or approved) all of such Securityholder's Covered Securities held at such time in favor thereof; and

c. vote (or execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of the Covered Securities against (i) any Acquisition Proposal or any other merger agreement, merger, consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company (other than the Merger Agreement and the transactions contemplated thereby) and (ii) any other action that would reasonably be expected to (x) materially impede, interfere with, delay, postpone or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement, or (y) result in a breach of any covenant, representation or warranty or other obligation or agreement of such Securityholder contained in this Agreement.

2. Irrevocable Proxy.

a. Without limiting any other rights or remedies of Acquiror, each Securityholder hereby irrevocably appoints Acquiror or any individual designated by Acquiror as the Securityholder's agent, attorney-in-fact and proxy (with full power of substitution and resubstituting), for and in the name, place and stead of the Securityholder, to attend on behalf of the Securityholder any meeting of the holders of Company Capital Stock or other Covered Securities with respect to the matters described in Section 1, to include the Covered Securities in any computation for purposes of establishing a quorum at any such meeting of the holders of Company Capital Stock or other Covered Securities, to vote (or cause to be voted) the Covered Securities or consent (or withhold consent) with respect to any of the matters described in Section 1 in connection with any meeting of the holders of Company Capital Stock or other Covered Securities or any action by written consent by the holders of Company Capital Stock or other Covered Securities, in each case, in the event that the Securityholder fails to timely perform or otherwise comply with the covenants, agreements or obligations set forth in Section 1.

b. The proxy granted by each Securityholder pursuant to Section 2(a) is coupled with an interest sufficient in law to support an irrevocable proxy and is granted in consideration for Acquiror entering into the Merger Agreement and agreeing to consummate the transactions contemplated thereby. The proxy granted by each Securityholder pursuant to Section 2(a) is also a durable proxy and shall survive the bankruptcy, dissolution, death, incapacity or other inability to act by each Securityholder and shall revoke any and all prior proxies granted by each Securityholder with respect to the Covered Securities. The vote or consent of the proxyholder in accordance with Section 2(a) and with respect to the matters in Section 1 shall control in the event of any conflict between such vote or consent by the proxyholder of the Covered Securities and a vote or consent by each Securityholder of the Covered Securities (or any other Person with the power to vote the Covered Securities) with respect to the matters in Section 1. The proxyholder may not exercise the proxy granted pursuant to Section 2(a) on any matter except those provided in Section 1. For the avoidance of doubt, each Securityholder may vote the Covered Securities on all other matters, subject to, for the avoidance of doubt, the other applicable covenants, agreements and obligations set forth in this Agreement.

c. Each Securityholder hereby (i) irrevocably and unconditionally waives any rights of appraisal, dissenter's rights and any similar rights relating to the Merger Agreement and the consummation by the parties of the transactions contemplated thereby, including the Merger, that such Securityholder may have under applicable law (including Section 262 of the Delaware General Corporation Law or otherwise), (ii) acknowledges and consents to, on behalf of itself, and each other holder of Company Preferred Stock and irrevocably and unconditionally waives any and all rights such Securityholder may have with respect to, the automatic conversion of all outstanding shares of Company Preferred Stock into shares of Company Common Stock, with such conversion to be in accordance with the terms of the Company Certificate of Incorporation and effective as of immediately prior to the Effective Time of the Merger.

d. Each Securityholder hereby irrevocably waives, on behalf of themselves and each other holder of Company Preferred Stock, any right to any payments upon liquidation of the Company pursuant to the Company Certificate of Incorporation or any Contract.

3. Other Covenants and Agreements.

a. Each Securityholder hereby agrees that, notwithstanding anything to the contrary in any such agreement, (i) each Stockholder Agreement shall be automatically terminated in accordance with their terms and of no further force and effect (including any provisions of any such agreement that, by its terms, survive such termination) effective as of, and subject to and conditioned upon the occurrence of, the Closing and (ii) upon such termination neither the Company nor any of its Affiliates (including from and after the Effective Time, Acquiror and its Affiliates) shall have any further obligations or liabilities under each such agreement. Without limiting the generality of the foregoing, each Securityholder hereby agrees to promptly execute and deliver all additional agreements, documents and instruments and take, or cause to be taken, all actions necessary or reasonably advisable in order to achieve the purpose of the preceding sentence.

b. Each Securityholder hereby (i) covenants and agrees that such Securityholder hereby elects to voluntarily convert any Convertible Notes held by such Securityholder, and listed on Schedule I hereto, into the applicable series of Company Preferred Stock in accordance with the terms of the applicable Convertible Notes effective immediately prior to, and subject and conditioned upon the occurrence of, the Effective Time of the Merger without any action on the part of the Securityholder or the Company; provided that the conversion of any Convertible Notes shall be deemed to occur immediately prior to the automatic conversion of the Company Preferred Stock into Company Common Stock and (ii) acknowledges and consents to the termination of each of the agreements set forth on Schedule III hereto to which such Securityholder is a party effective as of, and subject to and conditioned upon the occurrence of, the Closing.

c. Each Securityholder hereby covenants and agrees that effective as of the Effective Time, any vested and exercisable Company Warrant held by such Securityholder, and listed on Schedule I hereto, that is issued and outstanding immediately prior to the Effective Time and not expired or terminated pursuant to its terms, by virtue of the Merger and without any action on the part of PubCo, the Company or the holder of any such Company Warrant, shall be converted into the right to receive a number of shares of PubCo Common Stock equal to (i) the Per Share Merger Consideration, ***multiplied*** by (ii) the number of shares of Company Capital Stock issuable upon the exercise of such Company Warrant on a net exercise basis, less applicable Taxes required to be withheld with respect to such payment. For the avoidance of doubt, any Company Warrant which has a per share exercise price that is greater than or equal to the Per Share Merger Consideration Value shall be cancelled at the Effective Time for no consideration or payment.

d. Each Securityholder hereby covenants and agrees that such Securityholder shall not (i) enter into any voting agreement or voting trust with respect to any of such Securityholder's Covered Securities that is inconsistent with such Securityholder's obligations pursuant to this Agreement, (ii) grant a proxy or power of attorney with respect to any of such Securityholder's Covered Securities that is inconsistent with such Securityholder's obligations pursuant to this Agreement or (iii) enter into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

4. Transfer of Securities. Except as otherwise contemplated by the Merger Agreement or this Agreement, each Securityholder agrees that it shall not, directly or indirectly, (a) sell, assign, transfer (including by operation of law), create any lien or pledge, dispose of or otherwise encumber any of the Covered Securities or otherwise agree to do any of the foregoing, (b) deposit any of the Covered Securities into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement or (c) enter into any contract, option or other arrangement or undertaking requiring the direct acquisition or sale, assignment, transfer or other disposition of any of the Covered Securities. Notwithstanding anything to the contrary in this Section 4, this Agreement shall not prohibit the conversion or exercise of any Convertible Notes or Company Warrants held by any Securityholder into Company Preferred Stock or Company Common Stock, as applicable, in accordance with their terms prior to the Effective Time of the Merger.

5. No Solicitation of Transactions. Each Securityholder agrees not to directly or indirectly, through any officer, director, representative, agent or otherwise, (a) solicit, initiate or knowingly encourage (including by furnishing information) the submission of, or participate in any discussions or negotiations regarding, any transaction in violation of the Merger Agreement or (b) participate in any discussions or negotiations regarding, or furnish to any person or other entity or "group" within the meaning of Section 13(d) of the Exchange Act, any information with the intent to, or otherwise cooperate in any way with respect to, or knowingly assist, participate in, facilitate or encourage, any unsolicited proposal that constitutes, or may reasonably be expected to lead to, an Acquisition Proposal or other transaction in violation of the Merger Agreement. Each Securityholder shall, and shall cause its affiliates and Representatives to, immediately cease any and all existing discussions or negotiations with any person (other than with Acquiror, its stockholders and their respective affiliates and Representatives) conducted prior to the date hereof with respect to, or which is reasonably likely to give rise to or result in, an Acquisition Proposal. If any Securityholder receives any inquiry or proposal with respect to an Acquisition Proposal, then such Securityholder shall promptly (and in no event later than twenty-four (24) hours after such Securityholder becomes aware of such inquiry or proposal) notify such person in writing that the Company is subject to an exclusivity agreement with respect to the Merger that prohibits such Securityholder from considering such inquiry or proposal.

6. Representations and Warranties of the Securityholders. Each Securityholder hereby represents and warrants to Acquiror as follows:

a. Such Securityholder is the only record and a beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of, and has good, valid and marketable title to, the Covered Securities, free and clear of Liens other than as created by this Agreement or such Securityholder's organizational documents or the organizational documents of the Company (including, without limitation, for the purposes hereof, any agreement between or among stockholders of the Company). As of the date hereof, other than the Covered Securities, such Securityholder does not own beneficially or of record any shares of capital stock of the Company (or any securities convertible into shares of capital stock of the Company) or any interest therein.

b. Such Securityholder (i) has full voting power, full power of disposition and full power to issue instructions with respect to the matters set forth herein, in each case, with respect to the Covered Securities, (ii) has not entered into any voting agreement or voting trust with respect to any of the Covered Securities that is inconsistent with the such Securityholder's obligations pursuant to this Agreement, (iii) has not granted a proxy or power of attorney with respect to any of the Covered Securities that is inconsistent with the such Securityholder's obligations pursuant to this Agreement and (iv) has not entered into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

c. If such Securityholder is not an individual, such Securityholder (i) is a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of the jurisdiction of its organization and (ii) has all requisite limited liability company or other power and authority and has taken all limited liability company or other action necessary in order to, execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Securityholder and constitutes a valid and binding agreement of such Securityholder enforceable against such Securityholder in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

d. Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by such Securityholder from, or to be given by such Securityholder to, or be made by such Securityholder with, any Governmental Authority in connection with the execution, delivery and performance by such Securityholder of this Agreement, the consummation of the transactions contemplated hereby or the Merger and the other transactions contemplated by the Merger Agreement.

e. The execution, delivery and performance of this Agreement by such Securityholder does not, and the consummation of the transactions contemplated hereby or the Merger and the other transactions contemplated by the Merger Agreement will not, constitute or result in (i) a breach or violation of, or a default under, the organizational or governing documents of such Securityholder, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, the creation, modification or acceleration of any obligations under or the creation of a Lien on any of the properties, rights or assets of such Securityholder pursuant to any contract binding upon such Securityholder or, assuming (solely with respect to performance of this Agreement and the transactions contemplated hereby), compliance with the matters referred to in Section 1, under any applicable Law to which such Securityholder is subject or (iii) any change in the rights or obligations of any party under any contract legally binding upon such Securityholder, except, in the case of clause (ii) or (iii) directly above, for any such breach, violation, termination, default, creation, acceleration or change that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair such Securityholder's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby, the consummation of the Merger or the other transactions contemplated by the Merger Agreement.

f. As of the date of this Agreement, there is no action, proceeding or investigation pending against such Securityholder or, to the knowledge of such Securityholder, threatened against such Securityholder that questions the beneficial or record ownership of the Covered Securities, the validity of this Agreement or the performance by such Securityholder of its obligations under this Agreement.

g. Each Securityholder understands and acknowledges that each of Acquiror and the Company is entering into the Merger Agreement in reliance upon such Securityholder's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of such Securityholder contained herein.

7. Further Assurances. From time to time, at either Acquiror's or the Company's request and without further consideration, such Securityholder shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or reasonably requested to effect the actions and consummate the transactions contemplated by this Agreement. As promptly as practicable after the date hereof (and in any event within five Business Days following the date on which the Registration Statement is declared effective by the SEC), the Company shall use its reasonable best efforts to obtain from each holder of Convertible Notes and each holder of Company Warrants that is not yet a party to this Agreement or another Company Support Agreement having terms substantially similar to this Agreement, a Company Support Agreements substantially in the form of this Agreement.

8. Changes in Capital Stock. In the event of a stock split, stock dividend or distribution, or any change in the Company's capital stock by reason of any stock split, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, equitable adjustment shall be made to the provisions of this Agreement as may be required so that the intended rights, privileges, duties and obligations hereunder shall be given full effect.

9. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed by such Securityholder, Acquiror and the Company.

10. Waiver. No failure or delay by any party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties hereto hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party.

11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by email (with confirmation of receipt) or sent by a nationally recognized overnight courier service, such as United Parcel Service, to the parties hereto at the following addresses (or at such other address for a party as shall be specified by like notice made pursuant to this Section 11):

if to Acquiror, to it at:

Falcon Capital Acquisition Corp.
660 Madison Avenue, 12th Floor
New York, NY 10065
Attn: Alan G. Mnuchin
E-mail: agm@ariliam.com

with a copy to (which shall not constitute notice):

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attn: Joel Rubinstein; Bryan J. Luchs
Email: joel.rubinstein@whitecase.com; bryan.luchs@whitecase.com

if to a Securityholder, to the address specified by such Securityholder in writing.

if to the Company, to it at:

Sharecare, Inc.
255 East Paces Ferry Road
Atlanta, GA 30305
Attn: General Counsel
Email: henry.jay@sharecare.com

with a copy to (which shall not constitute notice):

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attn: Rahul Patel; Keith Townsend; John Anderson
Email: rpatel@kslaw.com; ktownsend@kslaw.com; john.anderson@kslaw.com

12. Entire Agreement. This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof and thereof.

13. No Third-Party Beneficiaries. Each Securityholder hereby agrees that its representations, warranties and covenants set forth herein are solely for the benefit of Acquiror and the Company in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any person other than the parties hereto any rights or remedies hereunder, including, without limitation, the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Agreement may only be enforced against, and any action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the persons expressly named as parties hereto.

14. Governing Law and Venue. This Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed within the State of Delaware, without giving effect to any choice-of-law provisions thereof that would compel the application of the substantive laws of any other jurisdiction.

15. Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto in whole or in part (whether by operation of Law or otherwise) without the prior written consent of the other party, and any such assignment without such consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

16. Specific Performance. Each party acknowledges and agrees that the other parties hereto would be irreparably harmed and would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each party agrees that the other parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which such parties are entitled at law or in equity.

17. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto.

18. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that each party need not sign the same counterpart. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Signatures delivered electronically or by facsimile shall be deemed to be original signatures.

19. Termination. This Agreement shall terminate upon the earliest of (a) the Closing of the Merger, (b) the termination of the Merger Agreement in accordance with its terms, and (c) the time this Agreement is terminated upon the mutual written agreement of Acquiror, the Company and each Securityholder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized persons thereunto duly authorized) as of the date first written above.

FALCON CAPITAL ACQUISITION CORP.

By: _____
Name:
Title:

SHARECARE, INC.

By: _____
Name:
Title:

SECURITYHOLDERS:

By: _____
Name:
Title:

[Signature Page to Company Support Agreement]

SCHEDULE I

Name and Address of Securityholder	Company Common Stock	Series A Preferred	Series B Preferred	Series B-1 Preferred	Series B-2 Preferred	Series B-3 Preferred	Series B-4 Preferred	Series C Preferred	Company Options	Company Warrants	Convertible Notes

SCHEDULE II

1. Fourteenth Amended and Restated Voting Agreement, dated as June 7, 2019, by and among the Company and its warrantholders and stockholders party thereto, as may be amended from time to time.

2. Ninth Amended and Restated Investors' Rights Agreement, dated as of June 7, 2019, by and among the Company and its warrantholders and stockholders, as may be amended from time to time.

3. Ninth Amended and Restated Registration Rights Agreement, dated as of June 7, 2019, by and among the Company and its warrantholders and stockholders, as may be amended from time to time.

4. Tenth Amended and Restated Right of First Refusal and Change of Control Agreement, June 7, 2019, by and among the Company and its warrantholders and stockholders, as may be amended from time to time.

SCHEDULE III

1. Amended and Restated Convertible Note and Warrant Purchase Agreement, dated as of December 19, 2017, by and among the Company and each of the Purchasers party thereto, as may be amended from time to time.

2. Convertible Note Purchase Agreement, dated as of December 19, 2017, by and among the Company and CareFirst Holdings, LLC.

3. Convertible Note and Warrant Purchase Agreement, dated as of June 11, 2018, by and among the Company and Wells Fargo Central Pacific Holdings, Inc.

Exhibit 10.4

Form of Non-Redemption Agreement

January ___, 2021

Ladies and Gentlemen:

Falcon Capital Acquisition Corp., a Delaware corporation (the "Issuer"), has proposed to enter into a definitive agreement (the "Definitive Agreement") for a business combination with Sharecare, Inc. (the "Target"), pursuant to which the Issuer will acquire the Target on the terms and subject to the conditions set forth therein (the "Transaction"). As a condition to its willingness to enter into the Definitive Agreement, the Issuer has required the holder of the Issuer's Class A common stock, par value $0.0001 per share (the "Class A Common Stock"), named on the signature page hereof ("Holder") to execute and deliver this Letter Agreement.

In consideration of the foregoing and the mutual acknowledgments, understandings, and agreements contained in this Letter Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Issuer and Holder hereby agree as follows:

1. Representations and Warranties of Holder. Holder represents and warrants that it and/or certain of its controlled affiliates own beneficially as of the date hereof the number of shares of Class A Common Stock that were originally included in the units sold in the Issuer's initial public offering set forth below its signature on the signature page hereof (the "Investor's Shares").

2. Pre-Closing Lock-up and Waiver of Redemption Rights. Holder acknowledges that it has certain rights with respect to the redemption of the Investor's Shares pursuant to the Third Amended and Restated Certificate of Incorporation (the "Charter") of the Issuer and in connection with the Transaction. Holder covenants and agrees that neither it nor any of its controlled affiliates shall:

(a) directly or indirectly Transfer (other than to any fund or account managed by the same investment manager as Holder) any of the Investor's Shares, or any voting or economic interest therein, as of and following the date hereof through the earlier of (x) the date of the consummation of the Transaction (the "Closing Date") and (y) the termination of the Definitive Agreement in accordance with its terms; or

(b) exercise any redemption rights under the Charter in connection with the Transaction or the special meeting of the stockholders of the Issuer to take place in connection with the Transaction with respect to the Investor's Shares (the "Redemption Rights").

For purposes hereof, "Transfer" shall mean, with respect to Investor's Shares, the transfer, sale, offer, exchange, assignment, pledge (other than pursuant to standardized pledge arrangements with Holder's prime brokers) or other disposition.

In furtherance of the foregoing: (x) Holder hereby irrevocably waives, on behalf of itself and its controlled affiliates, the Redemption Rights and irrevocably constitutes and appoints the Issuer and the Target and their respective designees, with full power of substitution, as its (and its controlled affiliates') true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to revoke any redemption election made in contravention of paragraph 2(b) above with respect to any Investor's Shares and to cause the Issuer's transfer agent to fail to redeem such Investor's Shares in connection with the Transaction, and (y) in the event of a breach of paragraph 2(a) or 2(b) with respect to any Investor's Shares (the "Transferred/Redeemed Shares"), Holder unconditionally and irrevocably agrees to, or to cause one or more of its affiliates to, subscribe for and purchase from the Issuer (or from its permitted assignee(s) or designee(s)) a number of shares of Class A Common Stock equal to the number of such Transferred/Redeemed Shares, for a per share purchase price equal to the amount to be received by public stockholders of the Issuer exercising their redemption rights under the Charter in connection with the Transaction.

3. Other Agreements.

(a) Notwithstanding anything to the contrary herein, Holder shall have the right to Transfer any or all of the Investor's Shares following the date that the closing price of the Class A Common Stock on Nasdaq equals or exceeds $11.00 per share for any five trading days within any consecutive 30-day trading period commencing on the fifth trading day after the date that the Transaction is publicly announced; provided, however, that, following any such Transfer(s) in accordance with this Section 3(a), if the closing price of the Class A Common Stock on Nasdaq is $11.00 or less on any date during the ten-trading day period ending on the third trading day prior to the deadline for submitting requests for redemptions of Class A Common Stock as set forth in the proxy statement relating to the Transaction (the "Redemption Deadline"), then Holder agrees to promptly purchase in the open market and hold through the Closing Date a number of shares of Class A Common Stock in order for the number of shares of Class A Common Stock held by the Holder on the Closing Date to equal or exceed the number of Investor's Shares set forth on the signature page hereof.

(b) At the Issuer's request, Holder agrees to provide such information, including brokerage account statements and an officer's certificate of Holder, reasonably necessary in order for the Issuer to confirm Holder's compliance with this Section 3.

4. Miscellaneous.

a. Holder acknowledges that the Issuer will rely on the representations, warranties, acknowledgments, understandings and agreements contained in this Letter Agreement. Holder agrees to promptly notify the Issuer if any of the representations, warranties, acknowledgments, understandings or agreements set forth herein are no longer accurate in all material respects.

b. Each of the Issuer and the Holder is entitled to rely upon this Letter Agreement and is irrevocably authorized to produce this Letter Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

c. Neither this Letter Agreement nor any rights that may accrue to Holder hereunder may be transferred or assigned. Neither this Letter Agreement nor any rights that may accrue to the Issuer hereunder may be transferred or assigned.

d. This Letter Agreement may not be modified, waived or terminated except by an instrument in writing, signed by the party against whom enforcement of such modification, waiver, or termination is sought.

e. This Letter Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

f. Except as otherwise provided herein, this Letter Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

g. Holder acknowledges that the Issuer has established a trust account containing the proceeds of its initial public offering and from certain private placements (collectively, with interest accrued from time to time thereon, the "Trust Account"). Holder agrees that (i) it has no right, title, interest or claim of any kind in or to any monies held in the Trust Account, and (ii) it shall have no right of set-off or any right, title, interest or claim of any kind ("Claim") to, or to any monies in, the Trust Account, in each case in connection with this Letter Agreement, and hereby irrevocably waives any Claim to, or to any monies in, the Trust Account that it may have in connection with this Letter Agreement or otherwise. In the event Holder has any Claim against the Issuer, Holder shall pursue such Claim solely against the Issuer's assets outside the Trust Account and not against the property or any monies in the Trust Account. Holder agrees and acknowledges that such waiver is material to this Letter Agreement and has been specifically relied upon by the Issuer to induce the Issuer to enter into this Letter Agreement and Holder further intends and understands such waiver to be valid, binding and enforceable under applicable law. In the Holder commences any action or proceeding which seeks, in whole or in part, relief against the funds held in the Trust Account or distributions therefrom or any of the Issuer's stockholders, whether in the form of monetary damages or injunctive relief, Holder shall be obligated to pay to the Issuer all of its legal fees and costs reasonably incurred in connection with any such action in the event that the Issuer prevails in such action or proceeding.

h. If any provision of this Letter Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Letter Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

i. This Letter Agreement may be executed in two (2) or more counterparts (including by electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

j. Holder shall pay all of its own expenses in connection with this Letter Agreement and the transactions contemplated hereby.

k. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed, sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (a) when so delivered personally, (b) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (c) five (5) business days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) if to Holder, to such address or addresses set forth on the signature page hereto;

(ii) if to the Issuer, to:

Falcon Capital Acquisition Corp.
660 Madison Avenue, 12th Floor
New York, NY 10065
Attention: Saif Rahman
Email: sr@ariliam.com

with a required copy to (which copy shall not constitute notice):

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attention: Joel Rubinstein
E-mail: joel.rubinstein@whitecase.com

l. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their obligations under the provisions of this Letter Agreement (including failing to take such actions as are required of them hereunder to consummate this Letter Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that (i) the parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Letter Agreement and to enforce specifically the terms and provisions hereof, without proof of damages, this being in addition to any other remedy to which they are entitled under this Letter Agreement, and (ii) the right of specific enforcement is an integral part of the transactions contemplated by this Letter Agreement and without that right, none of the parties would have entered into this Letter Agreement. Each party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity. The parties acknowledge and agree that any party seeking an injunction to prevent breaches of this Letter Agreement and to enforce specifically the terms and provisions of this Letter Agreement in accordance with this paragraph 4(l) shall not be required to provide any bond or other security in connection with any such injunction.

m. This Letter Agreement, and all claims or causes of action based upon, arising out of, or related to this Letter Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

n. Any claim, action, suit, assessment, arbitration or proceeding based upon, arising out of or related to this Letter Agreement, or the transactions contemplated hereby, shall be brought in the Court of Chancery of the State of Delaware or, if such court declines to exercise jurisdiction, any federal or state court located in the State of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such claim, action, suit, assessment, arbitration or proceeding, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of such claim, action, suit, assessment, arbitration or proceeding shall be heard and determined only in any such court, and agrees not to bring any claim, action, suit, assessment, arbitration or proceeding arising out of or relating to this Letter Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law, or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any claim, action, suit, assessment, arbitration or proceeding brought pursuant to this paragraph 4(n). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature page follows.]

IN WITNESS WHEREOF, each of the Issuer and Holder has executed or caused this Letter Agreement to be executed by its duly authorized representative as of the date set forth above.

ISSUER
FALCON CAPITAL ACQUISITION CORP.

By: _____
Name:
Title:

HOLDER

Accepted and Agreed:

Print Name of Holder:

By: _____
Name:
Title:

Number of shares of Class A Common Stock held: _____

Address for Notices: _____

Attention: _____

Email: _____

Exhibit 10.5

SPONSOR AGREEMENT

This Sponsor Agreement (this "Agreement"), dated as of February 12, 2021, is entered into by and among Falcon Capital Acquisition Corp., a Delaware corporation (the "Acquiror"), Sharecare, Inc., a Delaware corporation (the "Company") and Falcon Equity Investors LLC, a Delaware limited liability company (the "Sponsor").

RECITALS

WHEREAS, concurrently herewith, the Acquiror, the Company, FCAC Merger Sub, Inc., a Delaware corporation ("Merger Sub") and Colin Daniel, solely in his capacity as the stockholder representative, are entering into an Agreement and Plan of Merger (as amended, supplemented, restated or otherwise modified from time to time, the "Merger Agreement"; capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (and subject to the terms and conditions set forth therein) Merger Sub will merge with and into the Company, with the Company surviving the merger (the "Merger");

WHEREAS, the Sponsor is currently the record owner of 8,565,000 outstanding Sponsor Shares and 5,933,334 outstanding Acquiror Private Placement Warrants (the Sponsor Shares and Acquiror Private Placement Warrants owned by the Sponsor, together with any additional shares of Acquiror Common Stock or Sponsor Shares (or any securities convertible into or exercisable or exchangeable for Acquiror Common Stock or Sponsor Shares) in which the Sponsor acquires record or beneficial ownership after the date hereof, including by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities, the "Covered Shares").

WHEREAS, as a condition and inducement to the willingness of Acquiror and the Company to enter into the Merger Agreement, Acquiror, the Company and the Sponsor are entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Sponsor, Acquiror and the Company agree as follows:

1. Representations and Warranties of the Sponsor. The Sponsor hereby represents and warrants to Acquiror and the Company as follows:

(a) The Sponsor (i) is a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of the jurisdiction of its organization and (ii) has all requisite limited liability company or other power and authority and has taken all limited liability company or other action necessary in order to, execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Sponsor and constitutes a valid and binding agreement of the Sponsor enforceable against the Sponsor in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) The execution, delivery and performance of this Agreement by the Sponsor does not, and the consummation of the transactions contemplated hereby or the Merger and the other transactions contemplated by the Merger Agreement will not, constitute or result in (i) a breach or violation of, or a default under, the limited liability company agreement or similar governing documents of the Sponsor, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, the creation, modification or acceleration of any obligations under or the creation of a Lien on any of the properties, rights or assets of the Sponsor pursuant to any Contract binding upon the Sponsor or under any applicable Law to which the Sponsor is subject or (iii) any change in the rights or obligations of any party under any Contract legally binding upon the Sponsor, except, in the case of clause (ii) or (iii) directly above, for any such breach, violation, termination, default, creation, acceleration or change that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair the Sponsor's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby, the consummation of the Merger or the other transactions contemplated by the Merger Agreement.

2. Certain Covenants of the Sponsor. The Sponsor hereby covenants and agrees as follows:

(a) Waiver of Anti-Dilution Protections. The Sponsor hereby irrevocably and unconditionally (but subject to the consummation of the Merger) (x) agrees that pursuant to Section 4.3(b)(i) of the Certificate of Incorporation the Sponsor Shares held by it shall convert into shares of Acquiror Class A Common Stock at the Initial Conversion Ratio (as such term is defined in the Certificate of Incorporation) (as adjusted to account for any subdivision (by stock split, subdivision, exchange, stock dividend, reclassification, recapitalization or otherwise) or combination (by reverse stock split, exchange, reclassification, recapitalization or otherwise) or similar reclassification or recapitalization of the outstanding shares of shares of Acquiror Class A Common Stock) and (y) waives any adjustment to the Initial Conversion Ratio to which it would otherwise be entitled pursuant to Section 4.3(b)(ii) of the Certificate of Incorporation. The Sponsor further agrees not to redeem any Sponsor Shares or shares of Acquiror Class A Common Stock received upon the conversion of such Sponsor Shares and not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Acquiror, the Company, any affiliate or designee of the Sponsor acting in his or her capacity as director or any of their respective successors and assigns relating to the negotiation, execution or delivery of this Agreement, the Merger Agreement or the consummation of the transactions contemplated hereby and thereby.

(b) Earnout Shares. At the Closing, the Sponsor agrees to execute and deliver a counterpart signature page to the Earnout Escrow Agreement and to deposit the Sponsor Earnout Shares into the Earnout Escrow Account. The Sponsor acknowledges and agrees that the Sponsor Earnout Shares will be subject to the vesting and forfeiture conditions set forth in Section 3.7 of the Merger Agreement and agrees to be bound by such terms as though it were party thereto.

(c) Sponsor Forfeiture and Transfers.

(i) At the Closing, the Sponsor hereby agrees to take all necessary actions to (A) forfeit and cause to be cancelled 1,284,750 Sponsor Shares, and (B) transfer to a charitable foundation designated by the Company to advance its charitable objectives 428,250 Sponsor Shares.

(ii) At the Closing, the Sponsor hereby agrees to take all necessary actions to transfer 1,000,000 Acquiror Private Placement Warrants (A) to, at the Company's election, (1) the Company (for further transfer to Anthem, Inc. or one of its affiliates) or (2) Anthem, Inc. or one of its affiliates, or (B) to, at the Company's election, but subject to Sponsor's prior written consent (not to be unreasonably withheld, conditioned or delayed), (1) the Company or (2) a strategic partner designated in writing by the Company.

(iii) At the Closing, the Sponsor hereby agrees to take all necessary actions to transfer to certain employees of the Company pursuant to the Transaction Bonus Letters, 186,667 Acquiror Private Placement Warrants.

(d) Acquiror Copy. The Sponsor hereby authorizes Acquiror to maintain a copy of this Agreement at either the executive office or the registered office of Acquiror.

3. Further Assurances. From time to time, at Acquiror's or the Company's request and without further consideration, the Sponsor shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or reasonably requested to effect the actions and consummate the transactions contemplated by this Agreement. The Sponsor further agrees not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any action or claim, derivative or otherwise, against the Acquiror, Acquiror's Affiliates, the Company or the Company's Affiliates or any of their respective successors and assigns challenging the transactions contemplated by this Agreement or the Merger Agreement.

4. Disclosure. The Sponsor hereby authorizes Acquiror and the Company to publish and disclose in any announcement or disclosure required by the SEC the stockholder's identity and ownership of the Covered Shares and the nature of the stockholder's obligations under this Agreement; provided, that (i) prior to any such publication or disclosure Acquiror and the Company have provided the Sponsor with an opportunity to review and comment upon such announcement or disclosure, which comments Acquiror and the Company will consider in good faith and (ii) once approved, Acquiror and the Company may publish such information in substantially the same form in subsequent announcements and disclosures required by the SEC without Sponsor's prior review.

5. Changes in Capital Stock. In the event of a stock split, stock dividend or distribution, or any change in the Company's capital stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, equitable adjustment shall be made to the provisions of this Agreement (including with respect to the nature and number of equity interests covered by the terms "Covered Shares," "Sponsor Shares" and "Acquiror Private Placement Warrants") as may be required so that the intended rights, privileges, duties and obligations hereunder shall be given full effect.

6. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed by the Sponsor, Acquiror and the Company.

7. Waiver. No failure or delay by any party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties hereto hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party.

8. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by email (with confirmation of receipt) or sent by a nationally recognized overnight courier service, such as Federal Express, to the parties hereto at the following addresses (or at such other address for a party as shall be specified by like notice made pursuant to this Section 8):

if to Acquiror or Merger Sub, to:

Falcon Capital Acquisition Corp.
660 Madison Avenue, 12th Floor
New York, NY 10065
Attn: Alan G. Mnuchin
E-mail: agm@ariliam.com

with a copy to (which shall not constitute notice):

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attn: Joel Rubinstein
Bryan J. Luchs
Email: joel.rubinstein@whitecase.com
bryan.luchs@whitecase.com

if to the Company to:

Sharecare, Inc.
255 East Paces Ferry Road
Atlanta, GA 30305
Attn: General Counsel
Email: henry.jay@sharecare.com

with a copy to (which shall not constitute notice):

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attn: Rahul Patel
Keith Townsend
John Anderson
Email: rpatel@kslaw.com
ktownsend@kslaw.com
john.anderson@kslaw.com

if to the Sponsor, to it at:

Falcon Equity Investors LLC
660 Madison Avenue, 12th Floor
New York, NY 10065
Attn: Alan G. Mnuchin
E-mail: agm@ariliam.com

9. No Ownership Interest. Until the Closing, nothing contained in this Agreement shall be deemed to vest in the Company any direct or indirect ownership or incidence of ownership of or with respect to the Covered Shares of the Sponsor. Until the Closing, all rights, ownership and economic benefits of and relating to the Covered Shares of the Sponsor shall remain vested in and belong to the Sponsor.

10. Entire Agreement. This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

11. No Third-Party Beneficiaries. The Sponsor hereby agrees that its representations, warranties and covenants set forth herein are solely for the benefit of Acquiror and the Company in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Agreement may only be enforced against, and any Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the Persons expressly named as parties hereto; provided, that the Acquiror shall be an express third party beneficiary with respect to Section 1 and Section 2 hereof.

12. Governing Law and Venue; Service of Process; Waiver of Jury Trial.

(a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles or rules to the extent such principles or rules are not mandatorily applicable and would require or permit the application of the Law of any jurisdiction other than the State of Delaware.

(b) In addition, each of the parties (i) consents to submit itself, and hereby submits itself, to the personal jurisdiction of the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction, any state or federal court located in the State of Delaware having subject matter jurisdiction, in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and agrees not to plead or claim any objection to the laying of venue in any such court or that any judicial proceeding in any such court has been brought in an inconvenient forum, (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction, any state or federal court located in the State of Delaware having subject matter jurisdiction, and (iv) consents to service of process being made through the notice procedures set forth in Section 8.

(c) THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13. Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto in whole or in part (whether by operation of Law or otherwise) without the prior written consent of the other party, and any such assignment without such consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

14. Enforcement. The rights and remedies of the parties shall be cumulative with and not exclusive of any other remedy conferred hereby. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, including the Sponsor's obligations to vote its Covered Shares as provided in this Agreement, in the Court of Chancery of the State of Delaware or, if under applicable law exclusive jurisdiction over such matter is vested in the federal courts, any state or federal court located in the State of Delaware, without proof of actual damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity.

15. Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, are not affected in a manner materially adverse to any party hereto. Upon such a determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

16. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that each party need not sign the same counterpart. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Signatures delivered electronically or by facsimile shall be deemed to be original signatures.

17. Interpretation and Construction. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. References to Sections are to Sections of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The definitions contained in this Agreement are applicable to the masculine as well as to the feminine and neuter genders of such term. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder. References to any person include the successors and permitted assigns of that person. References from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

18. Defined Terms. As used herein, "Sponsor Shares" shall mean the shares held by Sponsor of Acquiror Class B Common Stock, par value $0.0001 per share, and the shares of PubCo Common Stock issuable upon conversion of such shares in connection with the Closing.

19. Termination. This Agreement shall terminate upon the earliest of (i) the Effective Time (which, for the avoidance of doubt shall be deemed to occur following the performance of the covenants set forth in Sections 2(a), 2(b) and 2(c)), (ii) the termination of the Merger Agreement in accordance with its terms, and (iii) the time this Agreement is terminated upon the mutual written agreement of Acquiror, the Company and the Sponsor; provided, that the provisions set forth in Sections 9 through 19 shall survive the termination of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

FALCON CAPITAL ACQUISITION CORP.

By: /s/ Alan G. Mnuchin
Name: Alan G. Mnuchin
Title: Chief Executive Officer and Chairman

SHARECARE, INC.

By: /s/ Justin Ferrero
Name: Justin Ferrero
Title: Chief Financial Officer

FALCON EQUITY INVESTORS LLC

By: /s/ Alan G. Mnuchin
Name: Alan G. Mnuchin
Title: Managing Member

[Signature page to Sponsor Agreement]

Sharecare and Falcon Capital Acquisition Corp. Reach Agreement to Combine, Creating Publicly Traded Digital Health Company

Sharecare unifies the person's health experience into one easy-to-use digital platform

- *Jeff Arnold, digital health pioneer and founder of WebMD, will continue to lead the company as CEO and chairman*
- *Investors, led by Koch Strategic Platforms, Baron Capital Group, Eldridge, Woodline Partners LP, and strategic partner, Digital Alpha, have committed $425M in a PIPE, satisfying the minimum proceeds conditions to closing*
- *Anthem, Inc. will make a direct investment in Sharecare and partner to build affordable, high-quality, whole-health advocacy solutions*
- *High growth digital healthcare company projects a 24% sequential, multi-year CAGR*
- *Company has an initial pro-forma enterprise value of $3.9B*

ATLANTA and NEW YORK, February 12, 2021 – Sharecare, the digital health company that helps people manage all of their health in one place, and Falcon Capital Acquisition Corp. ("Falcon") (NASDAQ: FCAC), a special purpose acquisition company, announced today that they have entered into a definitive merger agreement. Upon closing of the transaction, the new company will become Sharecare, Inc. and be listed on NASDAQ under the ticker symbol SHCR; and is expected to have an initial enterprise value of $3.9 billion with approximately $400 million in growth capital on the balance sheet to drive sustained growth, sales force expansion, new digital offerings, and M&A including the completion of the recently announced doc.ai acquisition.

Jeff Arnold, founder, chairman, and chief executive officer of Sharecare, said, "We started Sharecare to leverage innovations in consumer technology – specifically the smartphone – to create a frictionless experience that engages people across the dynamic continuum of their healthcare needs. By integrating fragmented point solutions and bringing together stakeholders across the healthcare ecosystem into one connected virtual care platform, we believe that Sharecare is uniquely positioned to transform the way people access, providers deliver, and employers and health plans administer high quality, cost efficient healthcare. Strategic partners, Anthem and Digital Alpha, will enable continued innovation in delivering high-impact solutions at scale. We believe Falcon will be invaluable as we pursue this next phase for Sharecare."

"Anthem and Sharecare are focused on delivering proactive, predictive, and personalized health experiences for everyone," said Rajeev Ronanki, senior vice president and chief digital officer of Anthem, Inc. and a recently added member of Sharecare's board of directors. "We share a relentless focus on delivering meaningful improvements to consumers' health and well-being as we simplify healthcare. Through this relationship, we will leverage human-centered design and digital technologies, including artificial intelligence, that increase consumer engagement, deliver more affordable healthcare, and achieve better health outcomes through services such as next generation personalized healthcare concierge and advocacy services."

Rick Shrotri, founder and managing partner of Digital Alpha, said, "We are investing in Sharecare because of our shared vision to redefine the nexus of healthcare and digital infrastructure to accelerate the future of community well-being. Together, we will pursue repeatable and scalable outcome-based financing models that have tangible economic and community health impacts."

Alan Mnuchin, chairman and chief executive officer of Falcon, added, “Jeff is a rare visionary who knows how to execute – multiple times over – and, at Sharecare, he and his exceptional team have continued to evolve and grow the business over the last decade, emerging as what we believe is a category of one. With its ability to harness the power of data and address fragmentation, Sharecare has the potential to redefine not only the marketplace but also people’s relationship with their own health and the stakeholders there to support them. We are excited to work with Sharecare to bring this comprehensive and innovative digital health platform to the public markets.”

Sharecare Overview

Sharecare is a digital health company that helps people consolidate and manage various components of their health in one place, regardless of where they are on their health journey. Created in 2010, Sharecare provides the messaging, motivation, management, and measurement tools to help individuals, workforces, and communities optimize their comprehensive well-being.

An established, trusted source of health resources, Sharecare has spent nearly a decade building the infrastructure, products, and partnerships to support positive shifts in population health and community well-being. Sharecare’s interoperable virtual care platform is purpose-built to seamlessly connect stakeholders to the health management tools they need to drive engagement, establish sustained participation, increase satisfaction, reduce costs, and improve outcomes. Whether a person’s path to Sharecare originates as an employee, health plan member, patient, community member, or self-motivated individual, Sharecare brings together scientifically validated clinical programs and engaging content to deliver a comprehensive, personalized experience for each user.

Sharecare has a diverse, experienced leadership team with a unique blend of expertise across technology, media, and healthcare. The business is well positioned with a largely recurring revenue model that will drive anticipated 20% sustainable year-over-year growth and gives the business multiple paths to over $1 billion in medium-term revenue.

Since its founding, Sharecare has continued to expand and enhance its platform through the integration of key technologies and capabilities and a number of strategic acquisitions to measurably improve the health experience. In line with these efforts, the company most recently announced the acquisition of enterprise artificial intelligence (AI) platform doc.ai to expand its team and enhance Sharecare’s ability to securely and privately unlock the value of health data in a compelling, impactful, and scalable way.

Summary of the Transaction

Falcon Capital Acquisition Corp., led by Alan Mnuchin, is expected to own approximately 20% of the new company inclusive of the PIPE investors; Mr. Mnuchin, along with Jeff Sagansky, an independent director on Falcon's board of directors, will join Sharecare's board of directors.

The transaction is expected to be funded through a combination of Falcon's $345 million of cash in trust (assuming no redemptions) supported by a $425 million fully committed PIPE at $10.00 per share and the Anthem investment. Anthem will expand its strategic partnership with Sharecare as Sharecare continues the development of products and services to enhance the healthcare experience.

The transaction implies a Sharecare enterprise value of $3.9 billion, or approximately 9.5x 2021 estimated net revenue. It is estimated that post-transaction, Sharecare will have approximately $400 million on its balance sheet to fund growth initiatives.

In connection with the proposed transaction, at closing, Sharecare and Falcon will donate over $4 million in the surviving company's stock to Sharecare's charitable foundation to support well-being initiatives – from global to hyperlocal – that embody the company's spirit of "sharing care" and demonstrate a commitment to positively impacting community health.

The transaction, which has been unanimously approved by the boards of directors of Sharecare and Falcon, is expected to close in the second quarter of 2021, subject to receipt of Falcon stockholder approval and the satisfaction of other customary closing conditions.

Additional information about the proposed transaction, including a copy of the merger agreement and investor presentation, will be provided in a Current Report on Form 8-K to be filed by Falcon with the Securities and Exchange Commission ("SEC") and available at www.sec.gov.

Investor Presentation

A presentation made by the management of Sharecare and Falcon regarding the transaction will be available on Sharecare's website (LINK). In connection with this event, Falcon will file an investor presentation with the SEC which can be viewed at www.sec.gov.

Advisors

Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC acted as financial advisors and King & Spalding LLP acted as legal counsel to Sharecare.

Goldman Sachs Group acted as financial advisor and White & Case LLP acted as legal counsel to Falcon Capital Acquisition Corp.

Goldman Sachs and J.P. Morgan Securities LLC acted as joint placement agents in connection with the PIPE offering.

About Sharecare

Sharecare is the leading digital health company that helps people – no matter where they are in their health journey – unify and manage all their health in one place. Our comprehensive and data-driven virtual health platform is designed to help people, providers, employers, health plans, government organizations, and communities optimize individual and population-wide well-being by driving positive behavior change. Driven by our philosophy that we are all together better, at Sharecare, we are committed to supporting each individual through the lens of their personal health and making high-quality care more accessible and affordable for everyone. To learn more, visit www.sharecare.com.

About Falcon Capital Acquisition Corp.

Falcon Capital Acquisition Corp. is a newly incorporated blank check company whose business purpose is to effect a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses or entities. While the Company may pursue on initial business combination opportunity in any industry or sector, it intends to focus on business in the media, digital media/consumer technology, mobile gaming, interactive entertainment, health wellness/lifestyle and related industries which capitalize on its management team's expertise. The Company's management team is led by Alan G. Mnuchin, the founder and chief executive officer of Ariliam Group. The Company has formed an investment partnership with Eagle Equity Partners, which is a founding investor in the Company's sponsor. For more information about Falcon Capital Acquisition Corp., please visit www.falconequityinvestors.com.

Additional Information About the Business Combination and Where to Find It

In connection with the proposed business combination, FCAC intends to file a registration statement on Form S-4 (the "Registration Statement") with the U.S. Securities and Exchange Commission (the "SEC"), which will include a proxy statement/prospectus, and certain other related documents, to be used at the meeting of FCAC stockholders to approve the proposed business combination. Investors and security holders of FCAC are urged to read the proxy statement/prospectus, any amendments thereto and other relevant documents that will be filed with the SEC carefully and in their entirety when they become available because they will contain important information about Sharecare, FCAC and the proposed business combination. The definitive proxy statement/prospectus will be mailed to stockholders of FCAC as of a record date to be established for voting on the proposed business combination. Investors and security holders will also be able to obtain copies of the Registration Statement and other documents containing important information about the business combination and the parties to the business combination once such documents are filed with the SEC, without charge, at the SEC's web site at www.sec.gov, or by directing a request to: Falcon Capital Acquisition Corp., 660 Madison Avenue, 12th Floor, New York, NY 10065, Attention: Saif Rahman, Chief Financial Officer.

Participants in the Solicitation

FCAC and its directors and executive officers, under SEC rules, may be deemed participants in the solicitation of proxies from FCAC's stockholders with respect to the proposed business combination. A list of the names of those directors and executive officers and a description of their interests in FCAC is contained in the final prospectus for FCAC's initial public offering, which was filed with the SEC on September 23, 2020, and is available free of charge at the SEC's web site at www.sec.gov, or by directing a request to Falcon Capital Acquisition Corp., 660 Madison Avenue, 12th Floor, New York, NY 10065, Attention: Saif Rahman, Chief Financial Officer. Additional information regarding the interests of such participants will be set forth in the proxy statement/prospectus for the proposed business combination when available. Each of Sharecare and its directors, executive officers and other members of its management and employees, under SEC rules, may also be deemed to be participants in the solicitation of proxies from the stockholders of FCAC in connection with the proposed business combination. A list of the names of such directors and executive officers and information regarding their interests in the business combination will be contained in the proxy statement/prospectus for the proposed business combination when available.

Forward-Looking Statements

This press release contains forward-looking statements that are based on beliefs and assumptions and on information currently available. In some cases, you can identify forward-looking statements by the following words: “may,” “will,” “could,” “would,” “should,” “expect,” “intend,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “project,” “potential,” “continue,” “ongoing” or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. These statements involve risks, uncertainties and other factors that may cause actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Although we believe that we have a reasonable basis for each forward-looking statement contained in this press release, we caution you that these statements are based on a combination of facts and factors currently known by us and our projections of the future, about which we cannot be certain. Forward-looking statements in this press release include, but are not limited to, future performance and anticipated financial impacts of the proposed business combination, the satisfaction of the closing conditions to the proposed business combination, and the timing of the completion of the proposed business combination. We cannot assure you that the forward-looking statements in this press release will prove to be accurate. These forward-looking statements are subject to a number of significant risks and uncertainties that could cause actual results to differ materially from expected results, including, among others, the ability to complete the business combination due to the failure to obtain approval from FCAC’s shareholders or satisfy other closing conditions in the merger agreement, the occurrence of any event that could give rise to the termination of the merger agreement, the ability to recognize the anticipated benefits of the business combination, the outcome of any legal proceedings that may be instituted against FCAC or Sharecare following announcement of the proposed business combination and related transactions, the impact of COVID-19 and/or the ability of the parties to complete the business combination, the ability to obtain or maintain the listing of FCAC’s common stock on Nasdaq following the proposed business combination, costs related to the proposed business combination, changes in applicable laws or regulations, the possibility that FCAC or Sharecare may be adversely affected by other economic, business, and/or competitive factors, and other risks and uncertainties, including those to be included under the header “Risk Factors” in the registration statement on Form S-4 to be filed by FCAC with the SEC and those included under the header “Risk Factors” in the final prospectus of FCAC related to its initial public offering. Most of these factors are outside of FCAC’s and Sharecare’s control and are difficult to predict. Furthermore, if the forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. The forward-looking statements in this press release represent our views as of the date of this press release. We anticipate that subsequent events and developments will cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we have no current intention of doing so except to the extent required by applicable law. You should, therefore, not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this press release.

No Offer or Solicitation

This press release does not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed business combination. This press release also does not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities will be made except by means of a prospectus meeting the requirements of Securities Act of 1933, as amended, or an exemption therefrom.

Contacts

Sharecare Media Contact
Jen Martin Hall
pr@sharecare.com

Sharecare Investor Relations Contact
Bob East/Jordan Kohnstam
SharecareIR@westwicke.com

Falcon Investor Relations Contact
Saif Rahman
info@ariliam.com

Falcon Media Contact
Gladstone Place Partners
Steven Lipin/Christina Stenson
Falcon@gladstoneplace.com


sharecare
All together better
sharecare

Disclaimer

This investor presentation ("Investor Presentation") is for informational purposes and does not constitute an offer to sell, a solicitation of an offer to buy, or a recommendation to purchase any equity, debt or other financial instruments of Sharecare Inc. ("Sharecare" or the "Company") or Falcon Capital Acquisition Corp. ("FCAC") or any of their respective affiliates. The Investor Presentation has been prepared to assist investors in making their own evaluation with respect to the proposed business combination, as contemplated in the definitive merger agreement entered into by FCAC and Sharecare, and for no other purpose. It is not intended to form the basis of any investment decision or any other decision in respect of the business combination. The information contained herein does not purport to be all-inclusive. The data contained herein is derived from various internal and external sources. No representation is made as to the reasonableness of the assumptions made within or the accuracy or completeness of any projections or modeling or any other information contained herein. Any data on past performance or modeling contained herein is not an indication as to future performance. FCAC and Sharecare assume no obligation to update any information in this Investor Presentation, except as required by law. The listing of customers and associated marks are meant to represent a sampling of customers that use our products and services as of January 2021 for diligence and informational purposes only and do not constitute any representation regarding the ongoing relationship or endorsement of any particular customer.

Important Information About the Business Combination and Where to Find It

In connection with the proposed business combination, FCAC intends to file a registration statement on Form S-4 (the "Registration Statement") with the U.S. Securities and Exchange Commission (the "SEC"), which will include a proxy statement/prospectus, and certain other related documents, to be used at the meeting of FCAC stockholders to approve the proposed business combination. Investors and security holders of FCAC are urged to read the proxy statement/prospectus, any amendments thereto and other relevant documents that will be filed with the SEC carefully and in their entirety when they become available because they will contain important information about Sharecare, FCAC and the proposed business combination. The definitive proxy statement/ prospectus will be mailed to stockholders of FCAC as of a record date to be established for voting on the proposed business combination. Investors and security holders will also be able to obtain copies of the Registration Statement and other documents containing important information about the business combination and the parties to the business combination once such documents are filed with the SEC, without charge, at the SEC's web site at www.sec.gov, or by directing a request to: info@ariliam.com.

Participants in the Solicitation

FCAC and its directors and executive officers, under SEC rules, may be deemed participants in the solicitation of proxies from FCAC's stockholders with respect to the proposed business combination. A list of the names of those directors and executive officers and a description of their interests in FCAC is contained in the final prospectus for FCAC's initial public offering, which was filed with the SEC on September 23, 2020, and is available free of charge at the SEC's web site at www.sec.gov, or by directing a request to: info@ariliam.com. Additional information regarding the interests of such participants will be set forth in the Registration Statement for the proposed business combination when available.

Each of Sharecare and its directors, executive officers and other members of its management and employees, under SEC rules, may also be deemed to be participants in the solicitation of proxies from the stockholders of FCAC in connection with the proposed business combination. A list of the names of such directors and executive officers and information regarding their interests in the business combination will be contained in the Registration Statement for the business combination when available.

No Offer or Solicitation

This Investor Presentation does not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the business combination. This Investor Presentation also does not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities will be made except by means of a prospectus meeting the requirements of Securities Act of 1933, as amended, or an exemption therefrom.

Industry and Market Data

This presentation includes information and statistics regarding market participants in the sectors in which Sharecare competes and other industry data which was obtained from third-party sources, including reports by market research firms and company filings.

Trademarks

This presentation may contain trademarks, service marks, trade names and copyrights of other companies, which are the property of their respective owners. Solely for convenience, some of the trademarks, service marks, trade names and copyrights referred to in this presentation may be listed without the TM, SM © or ® symbols, but FCAC and Sharecare will assert, to the fullest extent under applicable law, the rights of the applicable owners, if any, to these trademarks, service marks, trade names and copyrights.

Use of Non-GAAP Financial Measures

This presentation includes non-GAAP financial measures. FCAC and Sharecare believe that these non-GAAP measures are useful to investors for two principal reasons. First, they believe these measures may assist investors in comparing performance over various reporting periods on a consistent basis by removing from operating results the impact of items that do not reflect core operating performance. Second, these measures are used by Sharecare's management to assess its performance. FCAC and Sharecare believe that the use of these non-GAAP financial measures provides an additional tool for investors to use in evaluating ongoing operating results and trends. These non-GAAP measures should not be considered in isolation from, or as an alternative to, financial measures determined in accordance with GAAP. Other companies may calculate these non-GAAP financial measures differently, and therefore such financial measures may not be directly comparable to similarly titled measures of other companies. In addition, such information and data may not be included in, may be adjusted in or may be presented differently in any proxy statement or registration statement to be filed by FCAC with the SEC. A reconciliation of certain of these non-GAAP financial measures to their most comparable GAAP measure is set forth in a table included at the end of this presentation.

Disclaimer (continued)

Projections

This Investor Presentation contains projected financial information with respect to Sharecare. Such projected financial information constitutes forward-looking information, is for illustrative purposes only and should not be relied upon as necessarily indicative of future results. The assumptions and estimates underlying such projected financial information are inherently uncertain and subject to a wide variety of significant business, economic, competitive and other risks and uncertainties that could cause actual results to differ materially from those contained in the projected financial information. See "*Forward Looking Statements and Investment Considerations*" paragraph below. Actual results may differ materially from the results contemplated by the projected financial information contained in this Investor Presentation, and the inclusion of such information in this Investor Presentation should not be regarded as a representation by any person that the results reflected in such projections will be achieved. Neither the independent auditors of FCAC nor the independent registered public accounting firm of Sharecare audited, reviewed, compiled, or performed any procedures with respect to the projections for the purpose of their inclusion in this Investor Presentation, and, accordingly, neither of them expressed an opinion or provided any other form of assurance with respect thereto for the purpose of this Investor Presentation.

Forward Looking Statements and Investment Considerations

This presentation also contains forward-looking statements, which may be identified by such words as "may", "should", "would", "plan", "intend", "expect", "believe", "anticipate", "estimate", "predict", "potential", "seem", "seek", "continue", "future", "will", "outlook", or other similar expressions, words or phrases, or by their context. These statements include statements regarding the industry in which the combined companies will operate, future events, the proposed transactions between FCAC and Sharecare, the estimated or anticipated future results and benefits of the combined company following the transaction, including the likelihood and ability of the parties to successfully consummate the proposed transaction, future opportunities for the combined company, and other statements that are not historical facts. These statements are made on the basis of current knowledge and current expectations of FCAC and Sharecare management and, by their nature, involve numerous assumptions and uncertainties and are not predictions of actual performance. Nothing set forth herein should be regarded as a representation, warranty, or prediction that FCAC or Sharecare will achieve or are likely to achieve any particular future result.

Various factors could cause actual future results, performance or events to differ materially from those described herein. This presentation does not purport to be all-inclusive or to contain all the information that a prospective investor may desire in making an evaluation. Each investor must conduct and rely on its own evaluation, including of the associated risks, in making an investment decision.

Some of the factors that may impact future results and performance may include, without limitation:

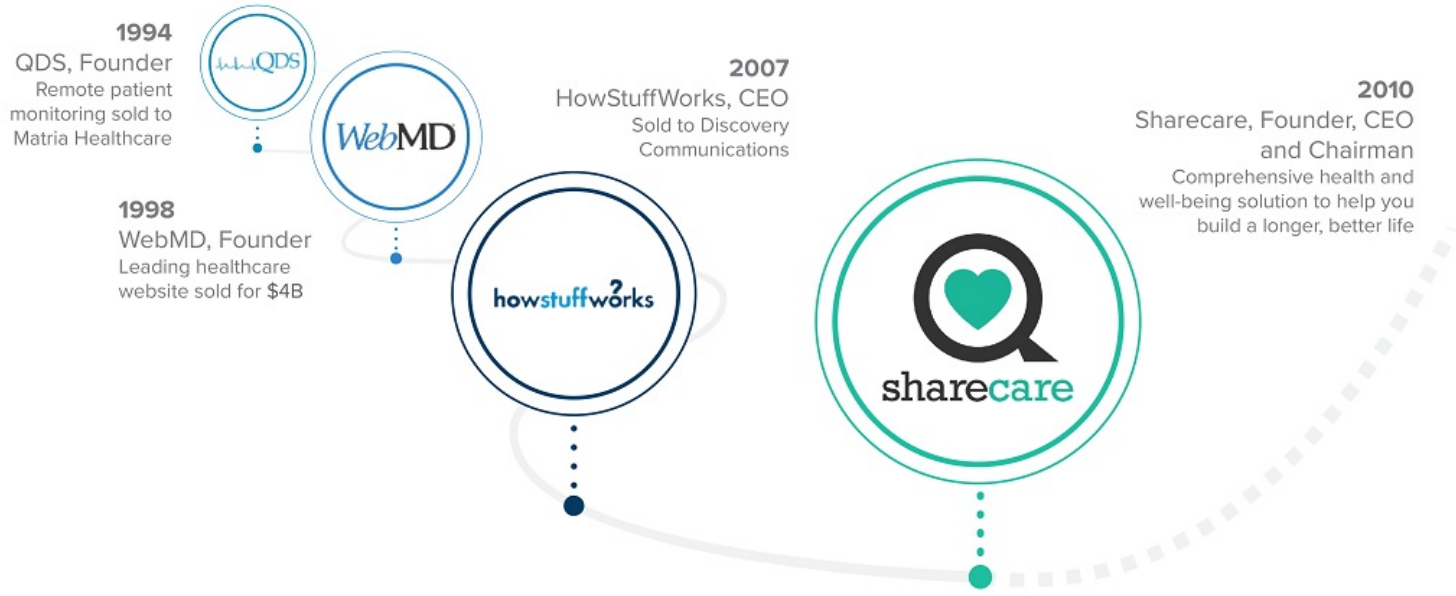
- Changes in the business environment in which Sharecare or FCAC operate;
- The impact of pending and future litigation and governmental investigations and inquiries;
- Changes in U.S. federal, U.S. state, and non-U.S. laws and regulations, their interpretation, their enforcement, or the regulatory climate applicable to our business, and their impact on our ability to operate our business;
- Outages, disruptions, breaches, errors or failures in our products, services, computer systems, and software, which could expose us to financial and legal harm and adversely affect our operating results and growth prospects;
- The loss of one or more members of FCAC or Sharecare management teams;
- The inability of the parties to successfully or timely consummate the proposed transaction, including the risk that the required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the transaction, or that the approval of the stockholders of FCAC is not obtained;
- Failure to realize the anticipated benefits of the transaction, including as a result of a delay in consummating the transaction or a delay or difficulty in integrating the business of FCAC and Sharecare;
- Uncertainty as to the long-term value of FCAC common stock;
- Our integration of, and realization of anticipated benefits, including synergies from, acquisitions;
- Our ability to obtain additional capital to support growth, which may not be available on terms acceptable to us, if at all;
- The transition to becoming a public company, resulting increases in legal, accounting and compliance expenses, and the impact of our public financial and other disclosures on our negotiations and arrangements with key counterparties;
- Those discussed in FCAC's final prospectus relating to the initial public offering filed with the SEC on September 23, 2020 under the heading "Risk Factors" and other documents of FCAC on file with the SEC or in the Registration Statement that will be filed with the SEC by FCAC.

You should not construe the contents of this presentation as legal, business, or tax advice and should consult with your own attorney, business advisor, and tax advisor as to legal, business, tax, and related matters related hereto. You must rely on your own examination of FCAC or Sharecare or in this presentation, including the merits and risks involved, and not on any representation made or alleged to have been made by FCAC or Sharecare. You should also consult your own legal, tax, or investment counsel regarding the legality or suitability of your investment in these securities under applicable legal, investment, or similar laws, regulations, or fiduciary standards. The information in this document is not targeted at the residents of any particular country and is not intended for distribution to, or use by, any person in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. Furthermore, the securities referred to in this document are not available to persons resident in any jurisdiction or country where such distribution would be contrary to local law or regulation.

ANY INDICATION OF INTEREST FROM PROSPECTIVE INVESTORS IN RESPONSE TO THIS PRESENTATION INVOLVES NO OBLIGATION OR COMMITMENT OF ANY KIND.

ALL TOGETHER BETTER

Proven Track Record



ALL TOGETHER BETTER

Vision

Sharecare is a **health & well-being digital hub** that **unifies all the elements** of individual and community health so everyone can **live better, longer**.

We provide an **interoperable platform** integrating fragmented point solutions and disparate stakeholders to foster a frictionless user-friendly experience that engages people across the **dynamic continuum of their healthcare needs**.

We're all together better when:

- **we unify the entire ecosystem – health plans, employers, providers, life sciences – into one connected system**
- **we turn point solutions into an integrated platform in the palm of a person's hand**
- **we turn individual progress into community transformation**

All Together Better

ALL TOGETHER BETTER

Diverse Team of Innovators, Operators, and Unifiers

Jeff Arnold
Founder, Chairman, CEO

Justin Ferrero
President, CFO

Dawn Whaley
President, Chief Marketing Officer

Pam Shipley
COO, GM Enterprise

Laura Klein
EVP/GM, Consumer Solutions

Natalie Schneider
EVP/GM, Provider Solutions

Naveen Saxena
Chief Technology Officer

Jud Brewer, MD, PhD
Medical Director, Behavioral Health

Michael Crupain, MD, MPH
Chief Medical Officer

ALL TOGETHER BETTER

Sharecare Overview

- A **comprehensive digital solution** helping people build longer, better lives
- Operating across **three divisions:**

ENTERPRISE | **PROVIDER** | **CONSUMER SOLUTIONS**

INVESTMENT PARTNERS

LIVING ROOM

Discovery Communications
HEARST corporation
OPRAH
THE DR. OZ SHOW
SONY PICTURES TELEVISION

EXAM ROOM

HCA Hospital Corporation of America
HERITAGE GROUP
Trinity Health
Wellstar

WORKPLACE

Aflac
Blue Cross BlueShield of Arizona
CareFirst
hmsa
Quest Diagnostics

FINANCIAL

CLARITAS CAPITAL
SUMMIT PARTNERS
Swiss Re
WELLINGTON MANAGEMENT
WELLS FARGO

SHARECARE BY THE NUMBERS

2012
launched Sharecare platform

~64K
employer clients

7M+
eligible lives

6K+
health system clients

127
top life sciences brands

$450M
total capital raised

$396M
2021E revenue

$31M
2021E adjusted EBITDA

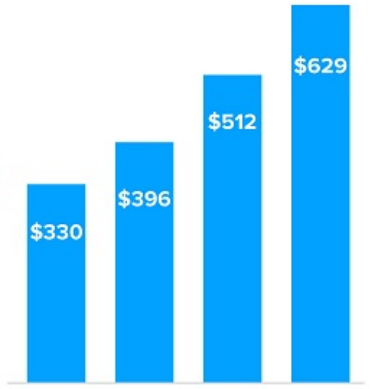
sharecare

ALL TOGETHER BETTER

Delivering Accelerated Growth with Significant Operating Leverage

REVENUE

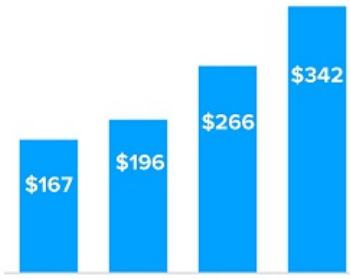
'20 – '23 CAGR: 24%



	2020	2021	2022	2023
Revenue Growth		20%	29%	23%

GROSS PROFIT

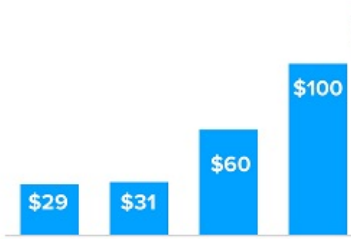
'20 – '23 CAGR: 27%



	2020	2021	2022	2023
Gross Profit Margin	51%	50%	52%	54%

ADJUSTED EBITDA

'20 – '23 CAGR: 51%



	2020	2021	2022	2023
EBITDA Margin	9%	8%	12%	16%

$, in millions

Note: excludes acquisition; Adjusted EBITDA adjusted to remove non-cash operating expenses (stock option compensation expense), severance and acquisition-related costs

sharecare

sharecare

Category of One:

Business Positioned for Growth and Scale

Comprehensive Platform

Innovative digital health platform based on person-centric design.

Diversified Revenue & Scale

Diversified portfolio with opportunity to **capture $1B++ in incremental revenue from existing customers**.

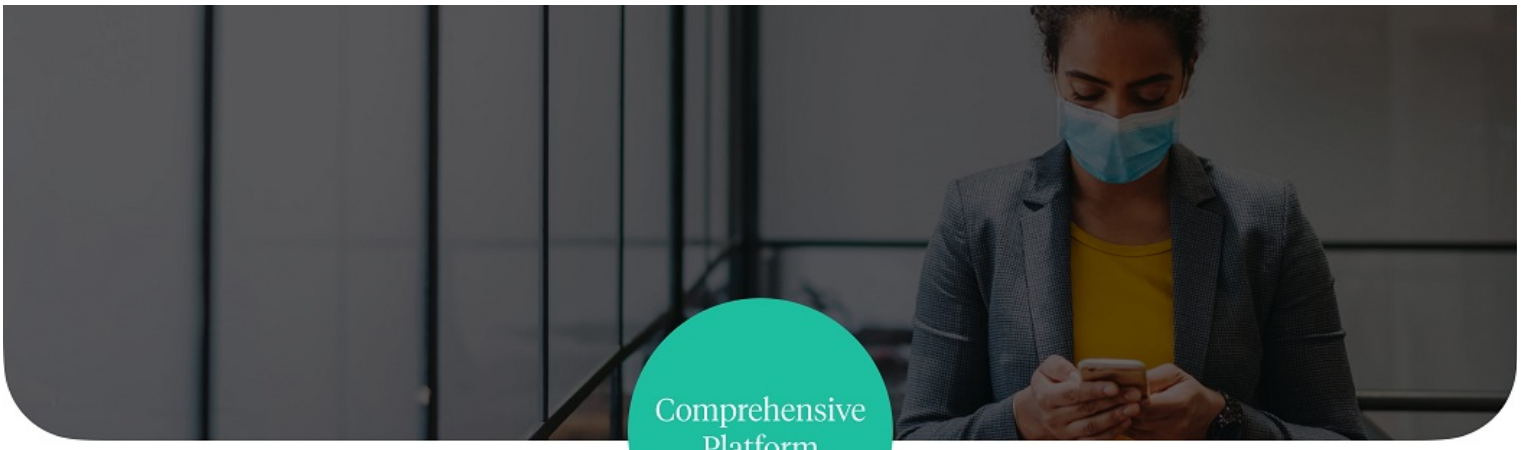
Data & Innovation

At the **intersection of technology, healthcare, & media** creating data-driven solutions.

Differentiated Financial Performance

Positioned for success with **strong revenue visibility, scale and profitability.**

High-growth, recurring revenue **driving 20% sustainable YoY growth**

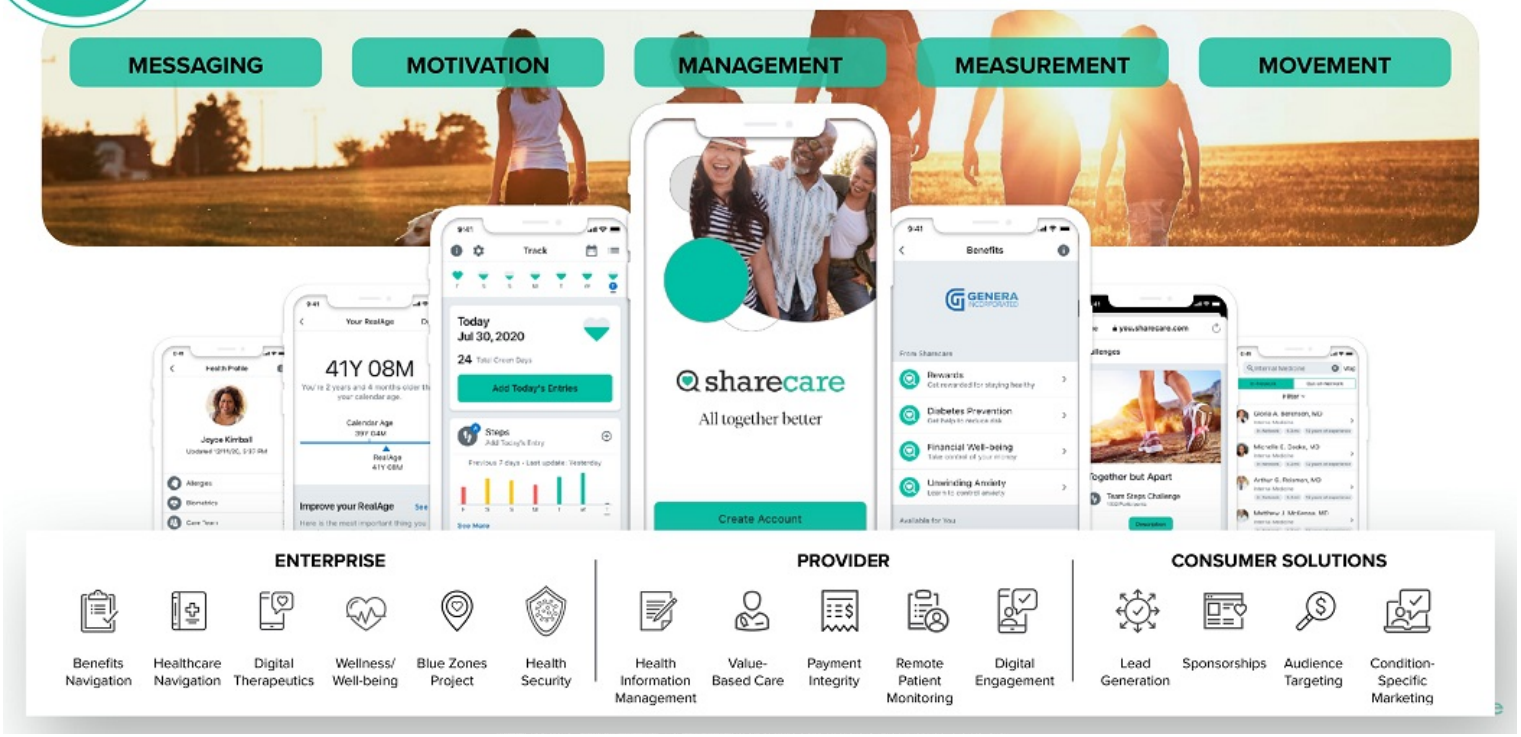


Comprehensive Platform

Comprehensive Platform

ALL TOGETHER BETTER

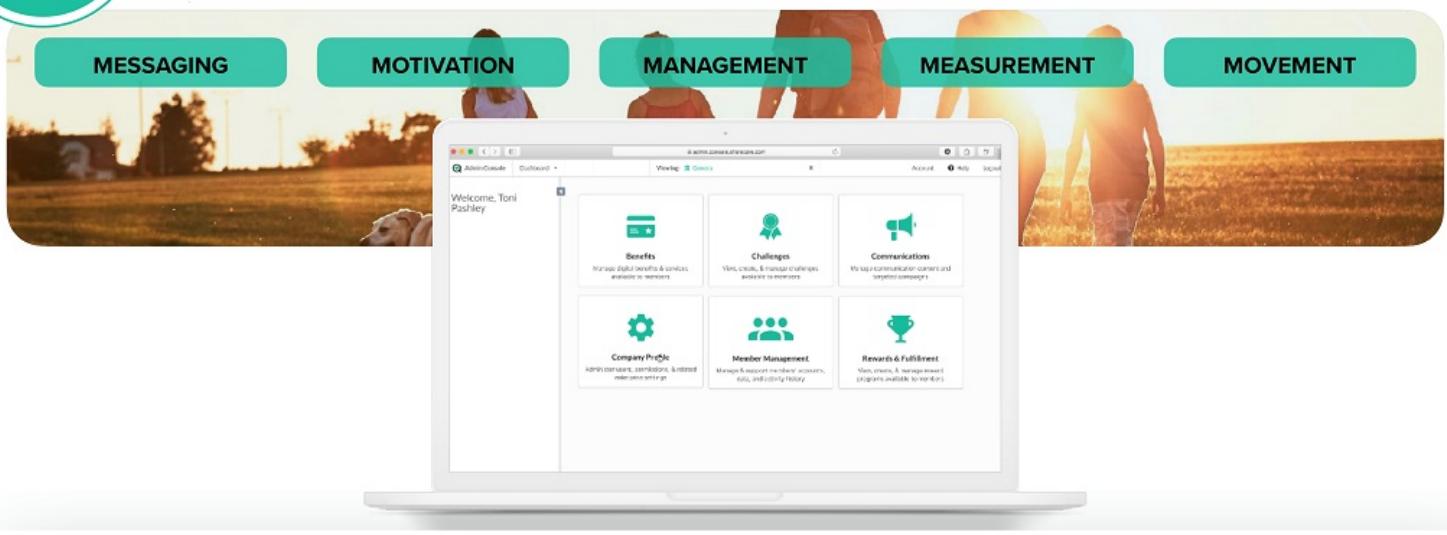
Personalized Digital Platform Enabling Productized Engagement



Comprehensive Platform

ALL TOGETHER BETTER

Personalized Digital Platform Enabling Productized Engagement



ENTERPRISE

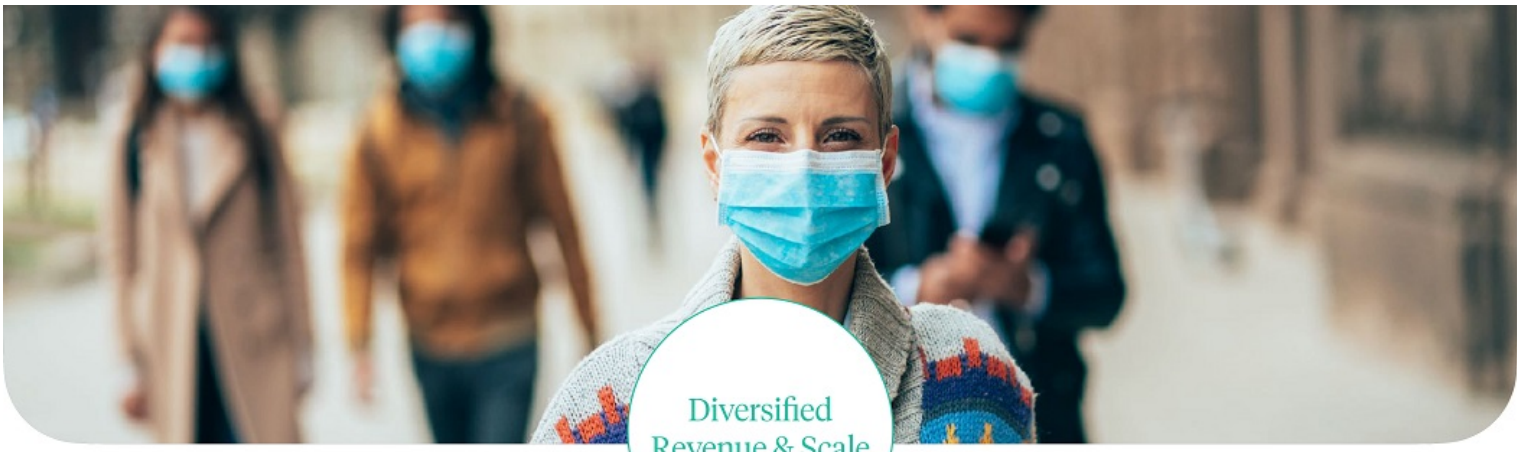
- Benefits Navigation
- Healthcare Navigation
- Digital Therapeutics
- Wellness/ Well-being
- Blue Zones Project
- Health Security

PROVIDER

- Health Information Management
- Value-Based Care
- Payment Integrity
- Remote Patient Monitoring
- Digital Engagement

CONSUMER SOLUTIONS

- Lead Generation
- Sponsorships
- Audience Targeting
- Condition-Specific Marketing



Diversified Revenue & Scale

Diversified Revenue & Scale

ENTERPRISE

Opportunity: Fragmented Offerings Driving **Cost & Vendor Fatigue**

WELLNESS/WELL-BEING

limeade · Virgin Pulse · WebMD · Welltok · STAYWELL · Vitality · RALLY

BENEFITS NAVIGATION/HUB

Castlight · JIFF · BenefitHub · evive

HEALTH NAVIGATION

Quantum · COMPASS · Accolade

COMPREHENSIVE PLATFORM

sharecare

WELLNESS/WELL-BEING

- RealAge/HRA
- Personalized content
- Activity tracking
- Challenges
- Digital therapeutics/Programs
- Incentive administration Coaching (LM/DM)
- Biometric screenings

BENEFITS NAVIGATION/HUB

- Benefits hub
- 3rd Party integration
- Communication tools
- Health spending totals (HSA)
- Guided enrollment
- Digital wallet

HEALTH NAVIGATION

- Find-a-doctor
- Concierge/Advocacy
- Care coordination
- Decision support
- Provider/Access to care
- Price transparency
- Claims-driven personalization

MY HEALTH → **RESILIENCY** + Sharecare Digital Platform → **SECURITY** + Sharecare Verified → **COMMUNITY** + Community Well-Being Index/Blue Zones Project → **OUR HEALTH**

sharecare

Diversified Revenue & Scale

ENTERPRISE

Integrated Solution Lowering Healthcare Costs, Improving Outcomes, and Increasing Satisfaction

$190M* 2020 revenue

$227M* 2021 revenue

58%* of 2021 revenue

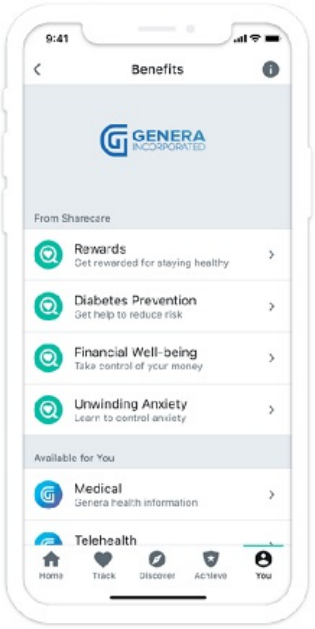
Products include:

- Benefits Navigation
- Healthcare Navigation
- Digital Therapeutics
- Wellness/Well-being
- Blue Zones Project
- Health Security

Revenue model: Recurring multi-year contracts with upsell opportunities.

Pricing structure: PMPM, Per enrollee

Client Base: 27 direct large employers, 9 health plans providing access to another ~64K employers, 10 public sector clients



KEY PAYOR CLIENTS:

Anthem · BlueCross BlueShield Arizona · BlueCross BlueShield Minnesota · CareFirst · CarePlus · CENTENE · HIGHMARK · Humana

KEY EMPLOYER CLIENTS:

AmerisourceBergen · asurion · DELTA · Exelon · LOCKHEED MARTIN · SAMSUNG · StateFarm · Walmart · USI

KEY PUBLIC SECTOR CLIENTS:

BeWell SHOP · LAPRA · LOS ANGELES FIREMEN'S RELIEF ASSOCIATION

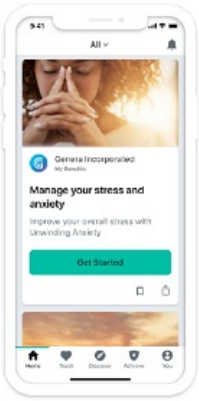
* estimated

Diversified Revenue & Scale

ENTERPRISE

Land and Expand: Comprehensive Offering to Improve Health

Core Digital Platform



Existing Client Base

- Claims Ingestion
- Population Risk Stratification
- Member Engagement
- Incentives Management

PMPM

Marketplace of Targeted Digital Therapeutic Programs

incremental fee per enrollee

$1B revenue opportunity by activating digital therapeutics

Health Plan Client: Accelerated growth for **diabetes prevention program from 500 members/month to ~3K members/month (in past 6 months)** with an eligible population of **~400K members.**

Diversified Revenue & Scale

ENTERPRISE

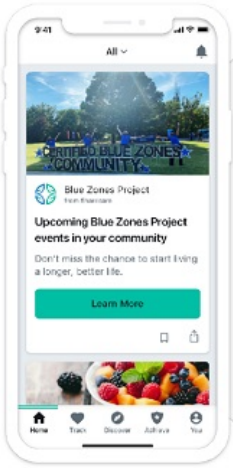
Blue Zones Project Driving Community Well-Being Transformation

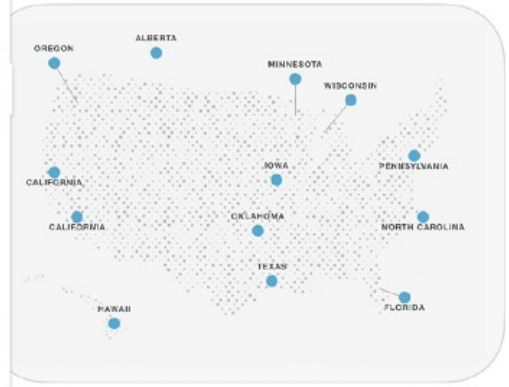
Proven model optimizing the “life radius” where we live, work and play creating lead-gen and engagement for Sharecare digital platform

Revenue model: Recurring multi-year contracts with upsell opportunities

Pricing structure differs by product:
- Sponsorship fees
- Consulting & analytics services
- Licensing fees

Products include:
- Blue Zones community sponsorship
- Community assessments (CWBI)
- Blue Zones certified worksite
- Licensing/training products





KEY CLIENTS & SPONSORS:

AdventistHealth	AVEDIS FOUNDATION	Beach Cities Health District
CAMBIA health foundation	HIGHMARK. / AHN SAINT VINCENT	hmsa
LECOM HEALTH CORRY MEMORIAL HOSPITAL	Marshfield Medical Center Beaver Dam	MONTAGE Health
NCH	OSF HEALTHCARE Saint Anthony Medical Center	PISGAH HEALTH FOUNDATION
Salinas Valley Memorial Healthcare System	Taylor FARMS	Texas Health Resources
THF	UPMC LIFE CHANGING MEDICINE	

57	-40%	+17%	-36%	+48%
Blue Zones communities across 12 states	city healthcare costs (Albert Lea, MN)	exercise (Fort Worth, TX)	smoking (Beach Cities, CA)	increase in tourism (Albert Lea, MN)

sharecare

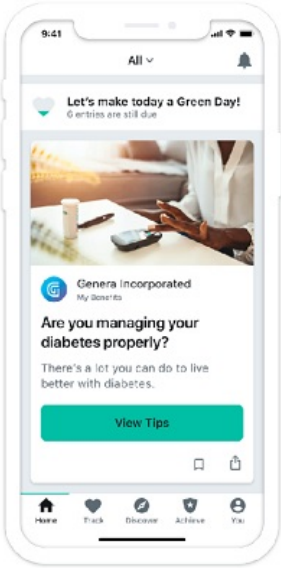
Diversified Revenue & Scale

ENTERPRISE

Established Strategy to Drive Revenue Growth

Utilizing an omni-channel approach to activating **7M+ eligible lives** in digital therapeutics across currently contracted client base

New digital therapeutics product offerings	• Increase **digital therapeutics programs offerings** for 2021 • Hypertension, Asthma/COPD, Sleep, EAP, Mental Health, 2nd Opinion, Advocacy/Concierge • Immediate revenue to Sharecare based on existing contracts • Ability to activate anytime during the calendar year
Expand footprint	• **New logos** • Additional Blues and other health plans • Executing on prospective pipeline representing ~9,500 new employers
Activate eligible lives within clients	• Investing in **advanced sales and marketing tactics** • Targeted digital modeling and marketing to expand eligible activations



Diversified Revenue & Scale

PROVIDER

Improving Efficiency and Better Patient Care

$80M* 2020 revenue

$104M* 2021 revenue

26%* of 2021 revenue

Products include:
- Health Information Management
- Value-based care
- Payment integrity
- Remote patient monitoring
- Digital engagement

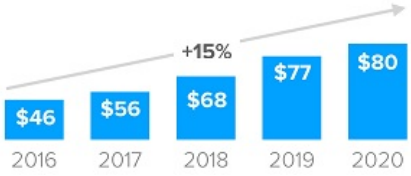
Revenue model: Recurring multi-year contracts with upsell opportunities

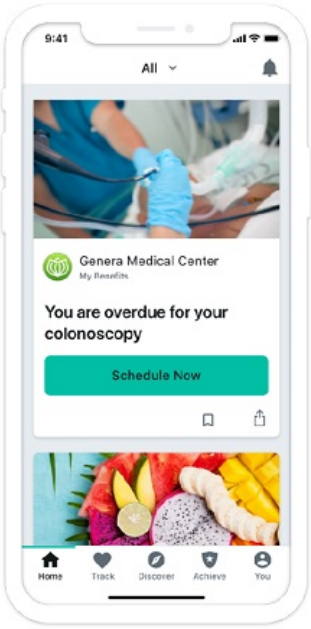
Pricing structure differs by product: Gainshare, SaaS platform fee, Per record request

Client base: **6,000** hospitals & physician practices, **75+** health plans and audit clients

Services are in **strategic and financial alignment with providers** offering significant benefits and revenue upside

History of strong organic revenue growth in our core provider business ($, millions)





KEY PROVIDER CLIENTS:

Ascension Medical Group · aetna · Atrius Health · Baptist Health · of Tennessee · Cedars-Sinai · CHS Community Health Systems · Florida Blue · Harvard Pilgrim Health Care · HONORHEALTH · Humana · Mass General Brigham · SHARP Rees-Stealy Medical Group · Steward · WellCare

* estimated

sharecare

Diversified Revenue & Scale

PROVIDER

Land and Expand: Comprehensive Provider Service Offering

Core Service

HEALTH INFORMATION MANAGEMENT

- Release of information (ROI)
- Medical record requests & retrieval
- Medical record audits & reviews
- Dynamic insights (AI)
- Forms management

Incremental Services

VALUE-BASED CARE

- High risk patient stratification
- High cost claimant/Care Gap analysis
- Clinical measures & reporting
- Practice provider and network performance

PAYMENT INTEGRITY

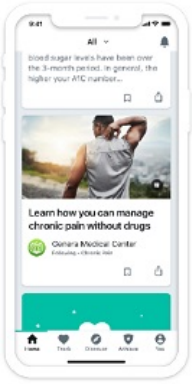
- Fraud, waste, and abuse
- Audit/Denial mgmt services
- Clinical validation
- Pre-submission claim review insights (AI)
- Coding & pricing audits

CHRONIC CONDITION INTERVENTIONS

- Diabetes prevention and management
- Heart disease (Ornish Lifestyle Medicine)
- Obesity & nutrition support

Digital Platform

PATIENT ENGAGEMENT



Building upon **core provider service** to offer incremental services with **existing contracts representing a $1B opportunity**

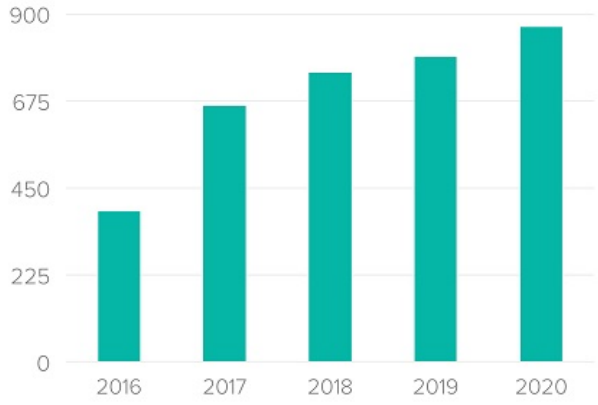
sharecare

Diversified Revenue & Scale

PROVIDER

Proven Growth with New Products and Deployment into Clients

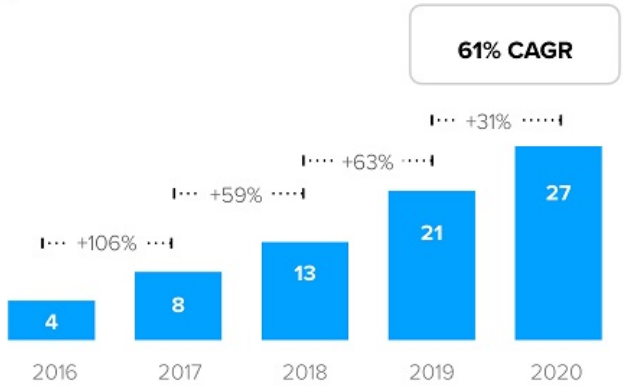
Contracted Hospital Partner



Proven ability to "land and expand" with large health systems is evident in organic site growth of key client

Annual Audit Revenue

$, in millions



Historical growth in audit supports thesis to upsell new products into current customer base

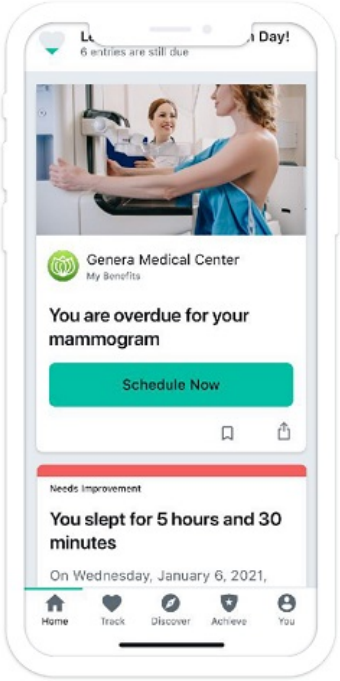
sharecare

Diversified Revenue & Scale

PROVIDER

Driving Significant Near-Term Revenue Growth and Margin Expansion

Expand product portfolio	• Deploy **value-based care** and **payment integrity** across 6,000 clients • Integrate **denial management services & remote patient monitoring** • **Sharecare-enabled clinician** to close gaps-in-care
Expand customer footprint	• Continue **momentum with organic growth** with new health system and payor clients • Opportunity to expand top 25 currently contracted clients to additional **4,000+ sites** • Leveraging **channel partnerships** to increase penetration into the MSK space and increase sales velocity • **Leverage deep relationships** in employer and health plan space to cross-sell payment integrity solutions



sharecare

Diversified Revenue & Scale

CONSUMER SOLUTIONS

Key Strategic Driver for Consumer Acquisition, Content Creation and Data-driven Digital Activation

$56M*	$65M*	16%*
2020 revenue	2021 revenue	of 2021 revenue

* estimated; 2020 revenue figure excludes $4M in sales from discontinued operations

Products include:

- Lead Generation
- Sponsorships
- Audience Targeting
- Condition-specific marketing

100M first-party user database

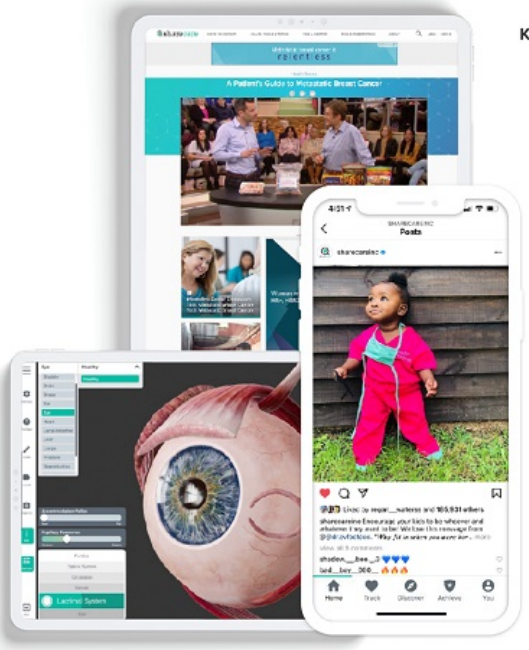
Significant content library and video capabilities (**265K+** articles/slideshows, **48K+** original videos, **155M** emails deployed in 2020)

Over 2.5M highly-engaged followers across our social platforms, **more than all our competitors combined**

Real-time health profiling engine delivers **400K** new users per month

Strong ROI performance validated by 160 third-party measured campaigns

* estimated



KEY LIFE SCIENCES CLIENTS:

abbvie, AMGEN, astellas, AstraZeneca, Biogen, Bristol-Myers Squibb, Boehringer Ingelheim, GILEAD, gsk, Lilly, janssen, MERCK, NOVARTIS, novo nordisk, SANOFI, Takeda

sharecare

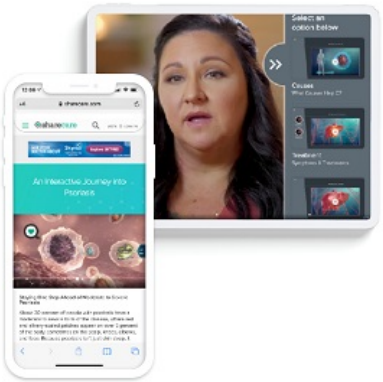
Diversified Revenue & Scale

CONSUMER SOLUTIONS

Land and Expand: Condition Expertise Driven by Data

Core Service

CONDITION EDUCATION CENTERS



DATA-DRIVEN CONVERSION

Sharecare introduces patient to **relevant, personalized content and experiences** that drive action.

CROSSIX

IQVIA

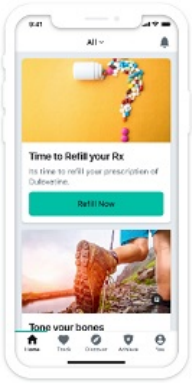
Symphony Health
A PRAHEALTHSCIENCES COMPANY

CLINICAL RESEARCH ORGANIZATION (CRO) GROWTH

- Enable new decentralized and digital clinical trials in the **$50B CRO market**
- Offer expansive **reach & AI for sophisticated recruitment**
- Improve **patient experience/retention** through digital, reward driven engagement

Digital Platform

PATIENT ENGAGEMENT



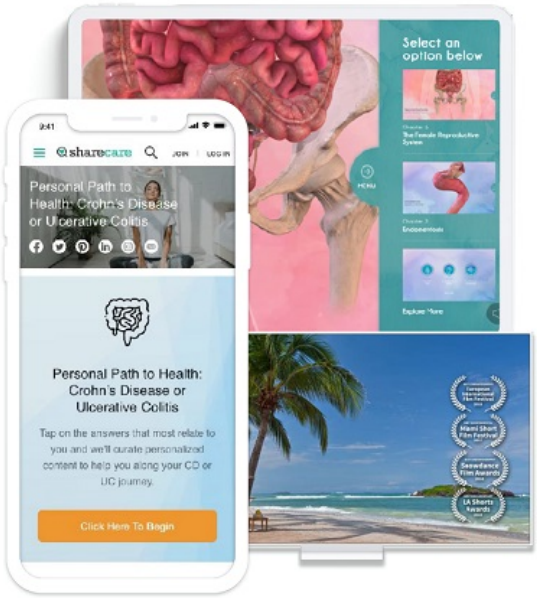
Expanding into **new CRO line-of-business to open new opportunities**

Diversified Revenue & Scale

CONSUMER SOLUTIONS

Driving Growth with Core Life Sciences Clients and New Initiatives

Retention and growth of existing life sciences clients	• Expand beyond our current **life sciences brand campaigns** • Contract renewals with significant increases in commitments • **80%+ retention rate**
Focus on integrated marketing solutions	• Advance targeting through **real-time health profiling engine** • Leverage **expert content, high engagement experiences** • Continue to roll out new innovative, interactive products
Enhanced performance & scale	• **Advanced analytics, predictive modeling and insights** • **Grow SEO traffic** via web enhancements • Continue to **grow members/registrations**
Visual health & paid apps	• Expand YOU platform of ***medical animations and paid app sales*** • Launch new **mental health and well-being paid app, Unwinding** • Grow streaming service and clinical customers of Sharecare Windows content (**Amazon Prime streams 3.8 years of content daily**)



sharecare

Data & Innovation

Data & Innovation

COMMUNITY WELL-BEING INDEX

Invested in Data to Drive Personalization, Engagement, and New Products

Unique differentiator the **healthy choice the easy choice** for employers, health plans, health systems, and community leaders

Community **Well-Being Index**

in partnership with

BU School of Public Health

Data & Innovation

HEALTH SECURITY

New Revenue Opportunities & Global Branding with Health Security

Health security for an enterprise is equivalent to what cyber security means for enterprise's IT department

Facility & Employee Readiness

A platform to help unify and verify the different approaches for **health security for facility and employee certification** to ensure a safe and secure location for employees, guests, and customers.

Target sectors:
Hospitality
Arenas
Schools
Workplace

sharecare VERIFIED

Current partners:

Forbes Travel Guide · Internova Travel Group · CAA ICON · OVG Oak View Group

Montage Los Cabos · State Farm Arena · The Ritz-Carlton · Atlantis The Palm, Dubai · Waldorf Astoria · Baccarat · St. Regis · Los Cabos · W Hotels

Data & Innovation

HEALTH SECURITY

New Revenue Opportunities & Global Branding with Health Security

Health security for an enterprise is equivalent to what cyber security means for enterprise's IT department

Digital Vaccine

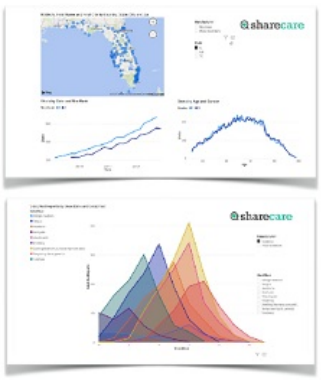
A **comprehensive package for vaccine adherence** with award-winning content for vaccine information, verified testing sites for health security, a digital vaccine assistant, and robust analytics/reporting built to scale.

1 INFORMATION & ON-BOARDING

2 VACCINE SCHEDULING

3 DIGITAL VACCINE ASSISTANT

4 REPORTING & ANALYTICS

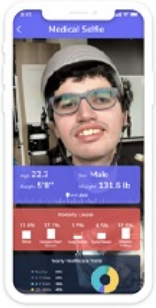


Data & Innovation

SHARECARE + DOC.AI

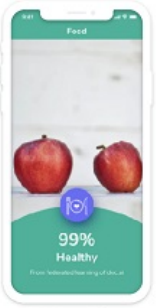
Acquisition: Doc.ai - Deep Expertise in Artificial Intelligence

MESSAGING



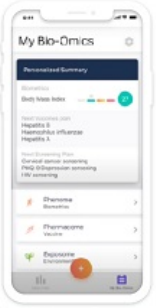
Smart Selfie
(RealAge)

MOTIVATION



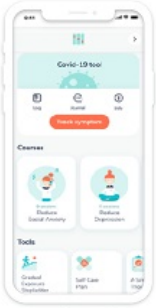
AI Tracking
(Green Days)

MANAGEMENT



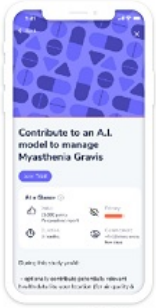
Medical Record Integration
(Health Profile)

MEASUREMENT



Serenity Builder
(Analytics)

MOVEMENT



Crowd-sourced Clinical Trials
(Community)

- Founded in Palo Alto, California (August 2016)
- **70+ engineers, 55 CS, 11 Ph.Ds**
- **Large multi-year contract with Anthem**
- Deep tech with Edge computing, Federated Learning and Zero-Trust
- Extensive data-mining capabilities
- 22 pending patent applications
- **Anthem is a significant shareholder of Doc.ai**

Sam De Brouwer
Co-Founder & Chief Executive Officer

Walter De Brouwer
Co-Founder & Chief Scientific Officer

Nirav R. Shah, MD, MPH
Chief Medical Officer

Akshay Sharma
Chief Technology Officer

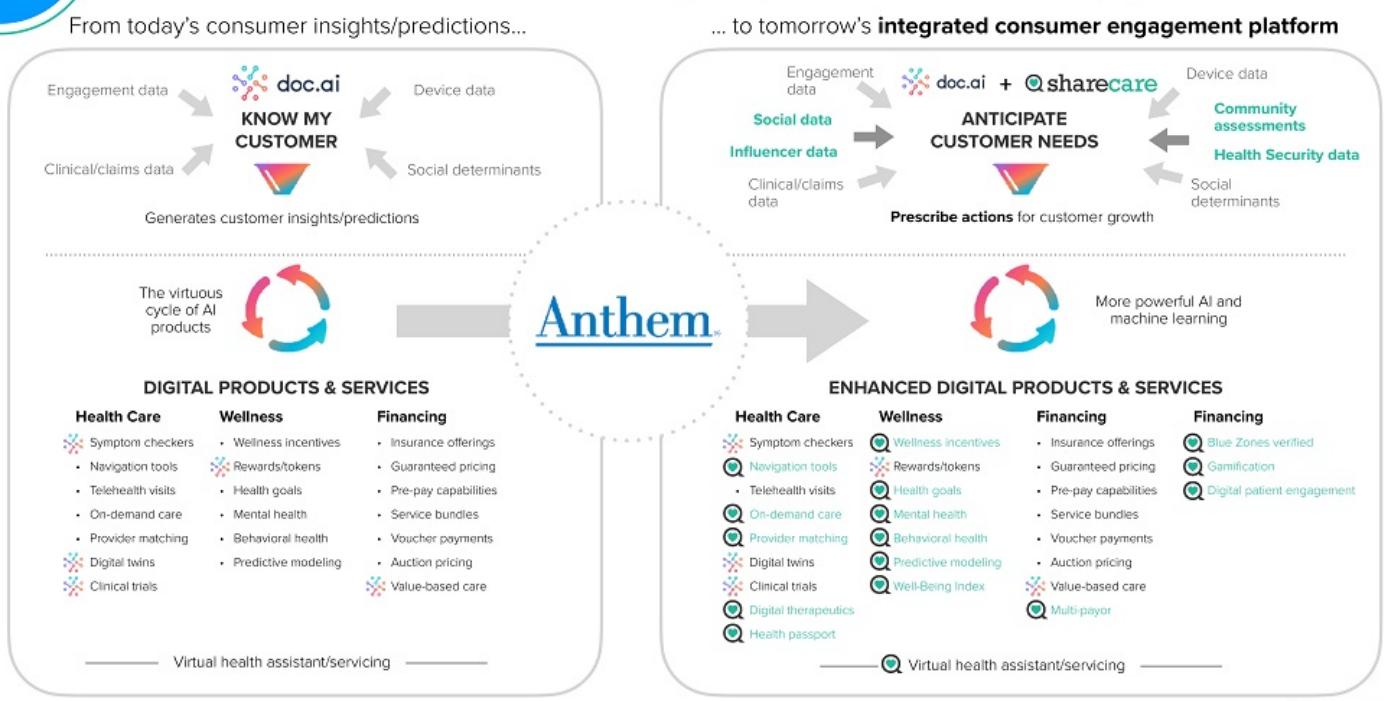
Eric Topol, MD, PhD
Chairman, Advisory Board

sharecare

Data & Innovation

SHARECARE + DOC.AI

Sharecare + Doc.ai Transforming Digital Consumer Engagement



sharecare

Differentiated Financial Performance

Differentiated Financial Performance

Key Financial Highlights

Revenue Visibility

- **Recurring revenue** driven by multi-year contracts
- **95% booked** against 2021 budget with significant visibility into 2022

Scale

- **Diversified customer base** drives opportunity to upsell to existing clients and cross-sell across our divisions
- Expanded customer base with major enterprise client wins – **Centene, Humana, Delta** – with significant pipeline of potential clients

Growth

- Platform positioned to capture significant digital health opportunity
- Launched new digital therapeutics product line with **$1B opportunity from existing clients**
- Introduced **health security** and **vaccine adherence** solutions

Profitability

- **Adjusted EBITDA positive with continued operating leverage**
- Medium-term opportunity to drive gross margin and adjusted EBITDA margins to 55% and 25%, respectively

Differentiated Financial Performance

Delivering Accelerated Growth

Achieve scale profitability through significant operating leverage

Projected Financial Summary
($, in millions)

	2020E	2021E	2022E	2023E	20-23E CAGR	Medium Term
Revenue	**$330**	**$396**	**$512**	**$629**	**24%**	**$1,000**
Gross Profit	167	196	266	342	27%	550
Gross Margin	*51%*	*50%*	*52%*	*54%*	-	*55%*
Adjusted EBITDA	**$29**	**$31**	**$60**	**$100**	**51%**	**$250**
Adjusted EBITDA Margin	*9%*	*8%*	*12%*	*16%*	-	*25%*

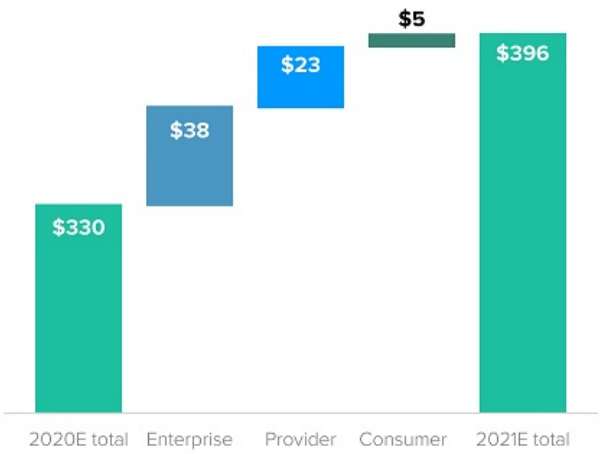
NOTE: Adjusted EBITDA reflects removal of non-cash operating expenses (stock option compensation expense), severance and acquisition-related costs; projections exclude acquisition of doc.ai

Differentiated Financial Performance

95% of 2021 Revenue is Contracted as of Today

Focusing the growth story: Base case provides substantial growth with further opportunity for upside

2020E – 2021E Revenue Bridge ($, in millions)



Enterprise (fully booked in 2021):
- Reflects **new client wins** including Centene, Humana and Delta
- **Digital Therapeutics Programs** assume only **~2% penetration** of contracted SAM of $1B
- **Health Security revenue** opportunity of $5-30M per state (10 states in active discussions)

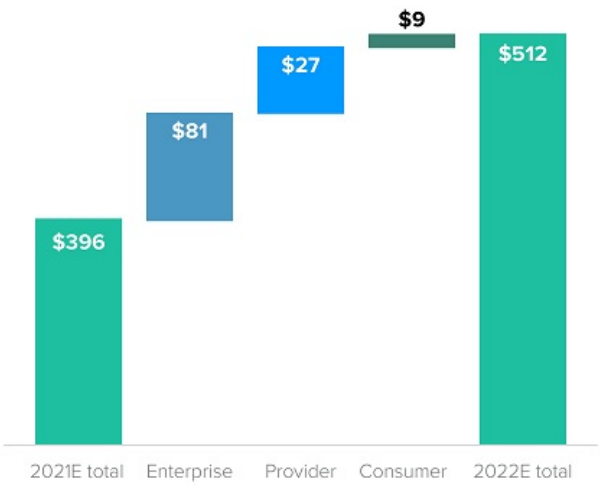
Provider (95% booked/covered for 2021):
- Growth of core offerings in-line with **historical trends**
- Go-Get supported by **substantial pipeline** of potential incremental revenue for 2021

Differentiated Financial Performance

Sustained Growth into 2022 and Beyond

Key business initiatives driving growth in 2021 projected to continue through 2022

2021E – 2022E Revenue Bridge ($, in millions)



Enterprise:

- "Land and expand" existing relationships
  - **Scale existing health plans** and other enterprise clients
  - Activation of Marketplace solutions at the same rate as in 2021 (**~4% of contracted SAM of $1B**)
- New clients
  - **Continue adding other health plans** and key enterprise clients
- Expand Health Security
  - Scale **facility readiness** and **digital vaccine assistant**

Provider:

- New client **growth consistent with historical rates**
- Expand **value-based care & remote patient monitoring**
  - Active discussions with 10 potential clients (~$5M per partner)

Differentiated Financial Performance

Successful Execution of Repositioning and Integration

Sharecare acquired Healthways' PopHealth Division in August 2016

Established the foundation that sets up Sharecare for accelerated growth

2017		2020
$241M REVENUE	• **Planned for over $90M degradation of unprofitable, legacy contracts** while focusing on digitally-enabled revenue streams and high-value clients • **Retained $150M in revenue** from large customers with significant headroom to grow • Managed through many dissatisfied clients while **preserving key accounts like CareFirst, Anthem, and State of Georgia** • Acquired **lifestyle & disease management coaching products** driving Digital Therapeutics business	**$190M** REVENUE
Unprofitable		**Profitable**

Highly-accretive, transformative acquisition consummated for **net purchase price of $5M**

Differentiated Financial Performance

Historical Financial Summary

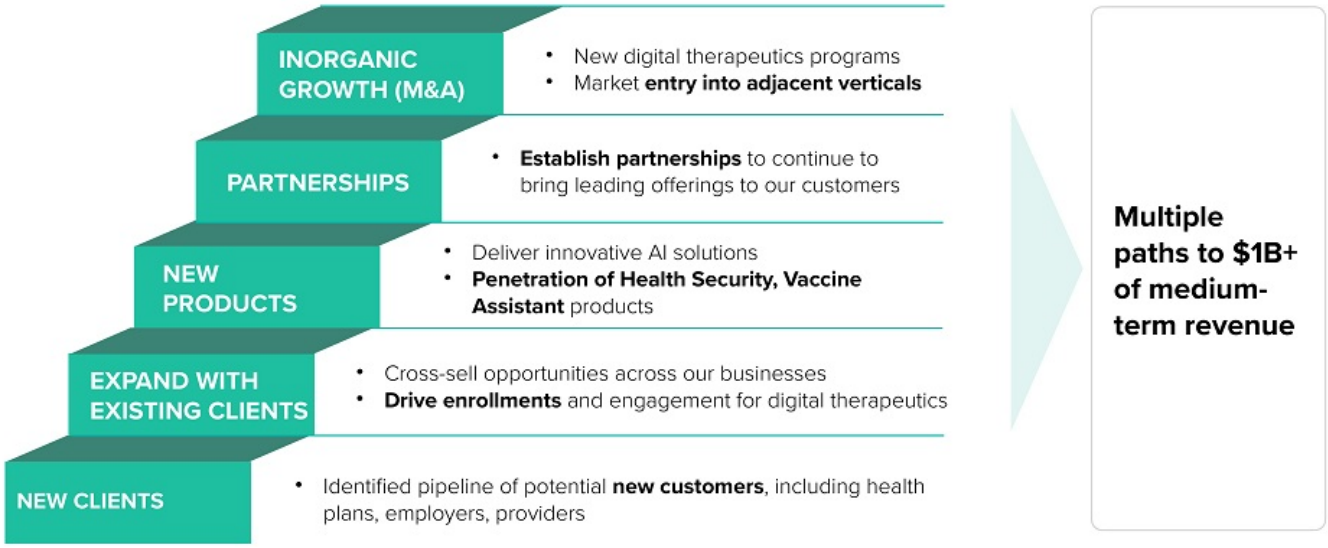
($, in millions)

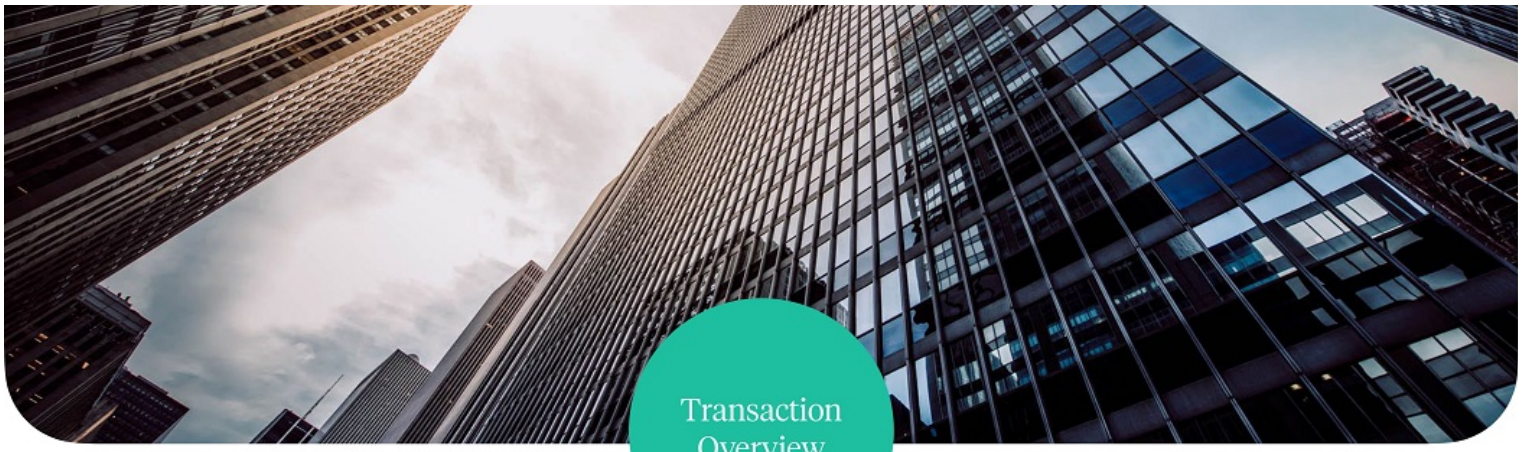
- **Normalized revenue** reflects annual growth for the core, high-value segments and clients
- Focus on **operational efficiency** driving increased profitability during Healthways turnaround
- **2020 adversely impacted by COVID:** Elective surgery, physicians visits, and in-patient diabetes visits reduced

	2017A	2018A	2019A	2020E	CAGR%
Enterprise Solutions (Reported)	$241	$210	$203	$190	**(7.5%)**
Total Revenue (Reported)	**$347**	**$342**	**$340**	**$330**	**(1.6)%**
Enterprise Solutions (Normalized)	$151	$160	$181	$190	**8.1%**
Total Revenue (Normalized)	**$257**	**$292**	**$318**	**$330**	**8.8%**

Differentiated Financial Performance

Built for Scale and Accelerated Revenue Growth





Transaction Overview

Transaction Overview

Pro Forma Capitalization and Ownership

Key Deal Considerations:

- **Up to $770M of cash from Falcon and PIPE investors**
- $401M of PF cash at closing to drive additional investments and M&A
- $275M of secondary sale relative to $450M of total invested capital
  - Represents less than 7% of total PF equity value
  - Pro-Rata selling of secondary shares by senior leadership in the transaction
- **Post-money EV/2021E revenue of 9.5x**

Pro Forma Ownership

- Sharecare investors and insiders to own 80%
- Proper alignment with senior management and employees for long-term value creation
  - Senior management/employee ownership (incl. stock options): 22%
  - Senior leadership locked up for 12 months (subject to performance triggers)
- SPAC IPO/PIPE investors will own 20%

Estimated Transaction Sources & Uses[1]

($ in millions)

Sources	
Cash From Falcon Capital Acquisition Corp.	$ 345
Cash From PIPE	425
Strategic Preferred Investment[2]	25
Total Sources	**$ 795**

Uses	
Cash to Existing Shareholders	$ 275
Cash to Balance Sheet	401
Cash to Repay Existing Debt	65
Estimated Transaction Expenses	54
Total Uses	**$ 795**

Post-Money Valuation at Close

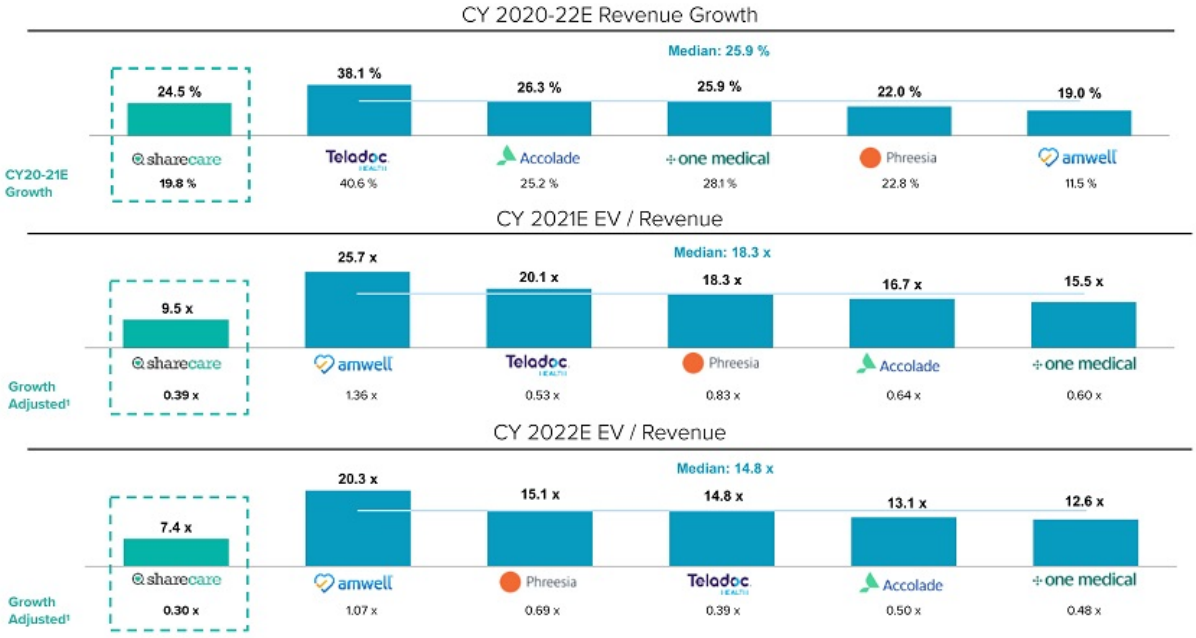
($ in millions)

PF Transaction	
Sharecare Pre-Money Equity Value	$ 3,600
(+) SPAC IPO shares	345
(+) PIPE	425
(+) Founder shares[1]	56
(-) Secondary sale	(275)
Total Equity Value	**$ 4,151**
(+) Debt at Close	0
(-) Cash at Close	(401)
PF Enterprise Value	**$ 3,750**
PF EV / 21E Revenue	**9.5 x**

[1] Gives effect to surrender 15% of Founder shares held by Sponsor and a transfer of 5% to a Sharecare charity. 75% of the remaining 80% to convert to Class A shares upon closing of the merger. Balance subject to stock price-performance based earnouts. Assumes no earnout or warrant exercise at closing. Assumes no redemptions. [2] $25-50M of convertible preferred stock, 5-year mandatory redemption, terms to be finalized per definitive documentation.
Note: Excludes the $175M pending acquisition of doc.ai (8.0x 2021E Revenue), with consideration in the form of $146M in stock and $29M in cash.

Attractive Entry Point for Investors

Sharecare's growth and valuation compared to digital health peers



Source: Wall Street Research, IBES and Market data as of 22-Jan-2021, Sharecare management projections
Note: Teladoc 2020 revenue pro forma for Livongo acquisition. ¹Adjusted by CY20-22E Growth

sharecare

Category of One

Comprehensive Platform

Innovative digital health platform based on person-centric design.

Diversified Revenue & Scale

Diversified portfolio with opportunity to **capture $1B++ in incremental revenue from existing customers**.

Data & Innovation

At the **intersection of technology, healthcare, & media** creating data-driven solutions.

Differentiated Financial Performance

Positioned for success with **strong revenue visibility, scale and profitability.**

Watch: Sharecare - Category of One

CareFirst BeWell DELTA BlueCross BlueShield Arizona

sharecare


Let's make today a Green Day!
Are you managing your diabetes properly?
View Tips
sharecare

Appendix

APPENDIX

Sharecare Risk Factors

Investing in the PIPE offering (the "Offering") involves a high degree of risk. Below is a non- comprehensive list of certain risks and uncertainties, and there are various risks and uncertainties associated with Sharecare, Inc. (the "Company"). You should carefully consider these risks and uncertainties, together with the information in the Company's consolidated financial statements and related notes, and should carry out your own due diligence and consult with your own financial and legal advisors concerning the risks and suitability of an investment in this offering, before making an investment decision. There are many risks that could affect the business and results of operations of the Company, many of which are beyond its control. If any of these risks or uncertainties occurs, the Company's business, financial condition and/or operating results could be materially and adversely harmed. Additional risks and uncertainties not currently known or those currently viewed to be immaterial may also materially and adversely affect the Company's business, financial condition and/or operating results. If any of these risks or uncertainties actually occurs, the value of the Company's equity securities may decline, and any investor in the Offering may lose all or part of its investment.

- Our industry is rapidly evolving and undergoing significant technological change If we are not successful in adapting to the evolving environment and promoting and improving the benefits of our platform, our growth may be limited, and our business may be adversely affected.
- We may be unable to compete effectively against our current and future competitors, which could have a material adverse effect on our results of operations, financial condition, business, and prospects.
- We derive a significant portion of our revenue from our largest clients. The loss, termination, or renegotiation of any contract could negatively impact our results.
- Our sales cycle can be long and complicated and requires considerable time and expense. As a result, our sales and revenue are difficult to predict and may vary substantially from period to period, which may cause our results of operations to fluctuate significantly.
- If our existing clients do not continue or renew their contracts with us, renew at lower fee levels or decline to purchase additional solutions from us, it could have a material adverse effect on our business, financial condition, and results of operations.
- The growth of our business relies, in part, on the growth and success of our enterprise clients and the number of members with access to our offerings, which are difficult to predict and are affected by factors outside of our control. If the number of members of the populations of our enterprise clients decreases or the number of those members which utilize our solutions decreases, our revenue will likely decrease.
- The growth of our business and future success relies in part on our partnerships and other relationships with third parties and our business could be harmed if we fail to maintain or expand these relationships
- If we are not able to maintain and enhance our reputation and brand recognition, our business, financial condition, and results of operations could be adversely affected.
- We depend on our talent to grow and operate our business, and if we are unable to hire, integrate, develop, motivate and retain our personnel, including our senior management, we may not be able to grow effectively.
- Our corporate culture has contributed to our success, and if we cannot maintain this culture as we grow, we could lose the innovation, creativity and teamwork fostered by our culture and our business may be harmed.

APPENDIX

Sharecare Risk Factors

- Our sales and the success of our marketing efforts depend significantly on our ability to call upon our current clients to provide positive references to new, potential clients. Failure to obtain such references, as a result of the dissatisfaction of our current clients or otherwise, may adversely affect our ability to grow our client base and in turn our business, financial condition, and results of operations.
- Evolving government regulations may require increased costs or adversely affect our business, financial condition, and results of operations.
- If we fail to comply with healthcare and other governmental regulations, we could face substantial penalties, liabilities, or reputational harm and our business, financial condition, and results of operations could be adversely affected.
- Our use, disclosure, and other processing of personally identifiable information and personal health information is subject to The Health Insurance Portability and Accountability Act of 1996 and other federal, state, and foreign privacy and security regulations, and our failure to comply with those regulations or to adequately secure the information we hold could result in significant liability or reputational harm and, in turn, a material adverse effect on our business, financial condition, and results of operations.
- Security breaches, loss of data, and other disruptions could compromise sensitive information related to our business, members or partners, or prevent us from accessing critical information and expose us to liability, which could adversely affect our business and our reputation.
- We rely on internet infrastructure, bandwidth providers, third-party computer hardware and software, and other third parties for providing services to our clients and members, and any failure or interruption in the services provided by these third parties or the inability to access our platform on third-party operating systems could negatively impact our relationships with clients and members, adversely affecting our business, financial condition, and results of operations.
- Failure to protect or enforce our intellectual property rights could harm our business, financial condition, and results of operations.
- Any restrictions on our ability to obtain or use data could harm our business.
- The failure of our platform to achieve and maintain market acceptance could result in us achieving sales below our expectations, which would cause our business, financial condition, and results of operation to be materially and adversely affected.
- If we are not able to develop new solutions, or successful enhancements, new features and modifications to our existing solutions, or otherwise incorporate such new solutions or enhancements or modifications to existing solutions through acquisition or partnership, our business, financial condition, and results of operations could be adversely affected.
- Acquisitions and investments could result in operating difficulties, dilution, and other harmful consequences that may adversely affect our business, financial condition, and results of operations. Additionally, if we are not able to identify and successfully acquire suitable businesses, our operating results and prospects could be harmed.
- We may not grow at the rates we historically have achieved or at all, even if our key metrics may indicate growth.
- If we fail to effectively manage our growth, we may be unable to execute our business plan, adequately address competitive challenges or maintain our corporate culture, and our business, financial condition, and results of operations could be adversely affected.

Differentiated Financial Performance

Reconciliation to Historical Adjusted EBITDA

($, in millions)

	2017A	2018A	2019A
Net Loss	*($43)*	*($55)*	*($40)*
Interest Income	*(0)*	*(0)*	*(0)*
Interest Expense	*19*	*26*	*29*
Loss on Share of Equity Method Investment	*1*	*2*	*–*
Other Expense	*0*	*0*	*1*
Income Tax (Expense) Benefit	*3*	*0*	*0*
Loss from Operations	**($20)**	**($27)**	**($10)**
Depreciation & Amortization	*17*	*20*	*24*
Transaction/Closing Costs	*2*	*3*	*3*
Stock Option Expense	*2*	*8*	*4*
Severance	*5*	*4*	*4*
Adjusted EBITDA	**$6**	**$8**	**$25**

sharecare

TRANSCRIPT

Investor Roadshow: Webcast

Alan Mnuchin:	00:05	Good afternoon. I'm Alan Mnuchin, chairman and CEO of Falcon Capital Acquisition Corp. We're really excited to bring Sharecare to you today. We're media tech investors by background and see Sharecare at the intersection of healthcare, tech, and media. Sharecare is in the process of disrupting healthcare in two fundamental ways, bringing down the healthcare costs for large enterprise clients across America, while at the same time, improving the health of consumers and patients, all driven by a unified, interoperable platform, which can be accessed on a mobile phone.
Alan Mnuchin:	00:38	No other digital healthcare company in America cuts such a wide swath as what Sharecare has brought together at scale. Enterprise clients, including major health plans, providers, including large hospital networks, and life sciences. It is this large nexus of all the players in the health delivery system that allows Sharecare to occupy such an important place in the ecosystem. We've known the founder and CEO, Jeff Arnold, as a successful entrepreneur and innovator, going back to his founding WebMD as the 1.0 version of user-driven healthcare, and later, HowStuffWorks, which he sold to Discovery. He and his team have built an incredible digital platform to take healthcare to the next level. With that, I'll turn it over to Jeff and Justin.
Jeff Arnold:	01:25	Thank you, Alan. As Alan mentioned, I've been in digital health for most of my career. I started a remote patient monitoring company in the early 90s and learned earlier in my career, not to get too enamored with the technology. It's all about building relationships to get compliance, to get results. Internet rolled around and thought that now, health needed a homepage. And we started WebMD. WebMD was all about building trust with the user, and so that we could grow word of mouth. This is before the world was Googling symptoms.
Jeff Arnold:	01:56	Had a company called, HowStuffWorks, sold that to Discovery Channel and got introduced to Dr. Oz and Oprah Winfrey, and was asked the question, "If we could start WebMD over again, how would we do it?" And thought that what had changed is that the smartphone had come pervasive, and it was a great opportunity to potentially unlock what, potentially could be the greatest healing device that we had ever seen.
Jeff Arnold:	02:17	Our mission statement at Sharecare is, all together better. And what we mean by all together better is, we're all together better when we bring the ecosystem to the palm of the person's hand. So, how do we connect the health plan? How do we connect the employer? And how do we connect the health system? We're also all together better when we moved from point solutions to platforms. So, from going from the sea of apps to

		one integrated solution. And we're all together better when we move from individual health to community health, or from my health to our health.
Jeff Arnold:	02:50	We've put together a great management team at Sharecare, over the last eight years, a team that we think of as innovators, operators, and unifiers. You'll meet Justin later in the presentation, but I've worked with Justin and Dawn since Web MD. Pam Shipley joined us in 2020 from Centene, where she ran a $17 billion P and L and has been a great addition to the team.
Jeff Arnold:	03:11	This is just a subset of a really deep bench. Dr. Brewer, for example, is an MIT neuroscientist who runs the mindfulness lab at Brown University. His TED Talk, I believe, has been watched like 16 to 17 million times. With this team, we've been able to build a very comprehensive digital solution, one integrated platform that services enterprise, provider, and consumer solutions. We've raised $450 million, to date, and our approach was, how do we connect the living room to the exam room, to the workplace? So you'll find investors in the living room, like Oprah, in the exam room, like HCA, and in the workplace, various Blue Cross plans. And we've anchored those strategic investors with financials investors, such as Wellington.
Jeff Arnold:	03:57	With that capital, we've achieved reach and scale. We have over 64,000 employers that we've adjusted data on. We work with over 7 million covered lives with health plans. We do business with over 6,000 health systems and work with many of the top life science brands.
Jeff Arnold:	04:15	Justin is going to take you through our financial performance, but highlights are, is that, in 2021, we'll do over $396 million in revenue. And we're over 95% booked already for the year, as we sit here in early February. And we're also EBITDA positive, as well as cashflow positive.
Jeff Arnold:	04:37	We believe Sharecare is a category of one, opportunity for investors, and that we're poised for growth and scale. We believe that for four primary reasons. The first is our comprehensive platform. We've made several acquisitions over the years to build one platform that's data is interoperable, that's easy to understand how to use, and that's affordable for all. We have diversified revenue and scale, so you'll see in this presentation, lots of capabilities and lots of clients. We believe many of our clients buy us for our innovation. And we have strong revenue visibility, scale, we're profitable, and competent we can sustain 20% year over year growth.
Jeff Arnold:	05:17	So let's get into each of these, starting with a comprehensive platform. Within our platform, on behalf of the ecosystem, we focus on productizing engagement across what we call, the five M's. So, how do we get the ecosystem to have tools to message the person the same way on this one platform, to motivate the person through our wellness currency, we call a green day, to manage a person's data in scale, be able to provide dashboards and transparency to measure effectiveness, as well as, because we're surround sounding the individual as their health plan, as their employer, as their physician, that we can create a movement. And the same

passion that we have for the front end and driving engagement, we have equal passion on the backend. So we build tools that make it easy for our clients to be able to message their populations in really effective ways.

Jeff Arnold: 06:11 So let's jump into our various operating units, starting with enterprise, which is our largest. So, this is a balcony view of kind of the digital health landscape. So you'll see many point solutions on the far left that solve important problems for clients and users. And at the top, you'll see what I refer to as, mini platforms. These are platforms that deal with wellness or platforms that deal with benefits, navigation, or health navigation.

Jeff Arnold: 06:36 At Sharecare, we've created, on this one platform, a one-stop shop for wellness benefits and health navigation. Our mission, using technology within enterprise and our other operating divisions, is to go after the triple aim. We're trying to lower healthcare costs, we're trying to improve outcomes, and we're working to increase satisfaction. In 2021, we'll do $227 million in revenue and enterprise. We're a hundred percent booked, as I mentioned, sitting here today. This product is anchored in benefits and healthcare navigation. So, think of Sharecare is kind of like the front door, the platform or app that our members come through first, to not only navigate their benefits and healthcare, but also find other solutions.

Jeff Arnold: 07:21 Our contracts are typically three to five years, so they're recurring in multi-year, and the way that we price our products within enterprise is on a per member, per month. And then, based on eligibility, we have a per enrollee fee. We've had a strong go to market strategy and enterprise starting with key payer clients. So we work with several Blue Cross Blue Shield plans across the country. And we've deployed our platform to Blue Cross Blue Shield of Arizona, Blue Cross Blue shield of Maryland, which is CareFirst, Highmark in Pennsylvania, and others. And at the same time, we've also, for the first time in 2021, deployed our platform as the front door to Centene for some of their markets for Medicaid, and in Medicare advantage with Humana.

Jeff Arnold: 08:06 In addition to selling to key payer clients, we also sell to large self-insured employers. Our big 2020 win was Delta. So we were able to secure Delta to Sharecare, which we launched in January, to their 70,000 global employees. But we also have state Farm. We do business with Walmart, Samsung, Lockheed Martin, and others.

Jeff Arnold: 08:27 And in addition, we sell to public sector clients as well. So for example, in the state of Georgia, we have over 650,000 enrollees on the Sharecare platform, which includes 200,000 public school teachers. Within enterprise, and as well as our other operating units, we have a land and expand strategy. So the way land and expand works here is, every person that has access to the platform comes on to our core digital solution. We ingest the medical claims, the lab claims, and the pharmacy claims and risk stratify the population and come up with kind of our version of a FICA score for that individual.

Jeff Arnold:	09:03	And then based on that person's risk and what that person's eligible for, we have curated a marketplace of evidence-based digital therapeutics. And so we go after these high-cost areas with these digital therapeutics that can help an employee or a member manage their diabetes, or reduce their anxiety, or help them stop smoking, or manage their pregnancy, et cetera.
Jeff Arnold:	09:28	And so if I was using Delta as the example, 70,000 of their employees would be on the per member per month platform. And let's say a flight attendant who got pregnant, that flight attendant would then be eligible for our maternity program. Or if somebody got hurt on the tarmac, maybe strain their back, they might be eligible for our MSK solution. We've been able to contract for over a billion dollars in revenue opportunity from our current clients, and 2021 is all about activating those eligible lives into those interventions. In enterprise, we also have a community transformation platform called the Blue Zones. And the way the Blue Zones works is, think about Sharecare being the company that's helping employers, payers, large health systems, understand that where their people live, work and play matters to their health. So we have this cookbook that helps merchandise making the healthy choice the easy choice. Those large brands that you see on the right often sponsor Blue Zones for communities, but we also sell Blue Zones into work sites. And you would find us in over 57 communities across the country today.
Jeff Arnold:	10:35	Our strategy to grow beyond land and expand and enterprise is to continue to add new digital therapeutic product offerings to our marketplace, so go after high cost areas and continue to add more and more solutions. We also plan on expanding our footprint. So we're adding over 90 salespeople and enterprise that Justin will talk to you about in his financial model. And we're focusing on activating that contracted base of eligible lives into our therapeutics
Jeff Arnold:	11:03	In our provider division, our mission is to use technology to improve efficiency and create better patient care. This division will do over $104 million in revenue in 2021, and is anchored by our health information management products. If you look at the chart on the bottom, we've been able to grow this division from 46 million to $80 million in revenue, organically, over the last five years.
Jeff Arnold:	11:27	But more importantly, we've been able to go from a thousand hospital and physician practices to over 6,000 today. And you can see many of those brands on the far-right. So an individual can come to Sharecare and request that we go gather their medical records on their behalf. And so we've been able to build a great base of customers who trust Sharecare with that very important service.
Jeff Arnold:	11:50	Our land and expand strategy here is how do we take that core service of health information management, where we've created this very large footprint, and able to connect that to our digital platform in really relevant ways. And so the way we're doing that is that as health systems and providers go from fee-per-service to value-based care, our core digital platform is a platform that manages risk. We sell it to big health plans for that

reason. And we think that this is going to be really useful in the shift to value based care for health systems and providers.

Jeff Arnold: 12:21 And in addition to connecting patients to that digital platform to reduce their risks, we've been investing in incremental services to accelerate the push towards value-based care. And we bought a company called Visualize Health in 2020 that integrates with any EMR and you download the patient roster that day. And at the point of care, it makes recommendations on what's necessary within their value-based relationships.

Jeff Arnold: 12:44 We also bought a company called the WhiteHat in 2020, that's in the fraud, waste, and abuse space, that gives us AI capabilities for payment integrity. And we also realized in 2020 that the same digital therapeutics that we're curating for enterprise to help people lower healthcare costs and improve outcomes and improve satisfaction could also help physicians, whether they were in a fee-for-service arrangement for reimbursement, or in a value-based relationship to help reduce risk. So we added some capabilities there as well.

Jeff Arnold: 13:16 This slide shows the confidence that we have that we can continue to grow our base of business. So the chart in green shows us adding hospital sites over the last five years with one of our larger customers. And the chart on the right shows our ability to take a product and create it from scratch, organically, grow it by selling it into our install base. Which fits perfectly into what our near-term revenue growth and margin expansion strategy is, which is to expand our product portfolio, but first focus on deploying our value-based care and payment integrity solutions to our large footprint of over 6,000 clients. And being able to enable what we're calling the Sharecare-enabled clinician.

Jeff Arnold: 13:58 So if you see the Sharecare logo with your doctor, you would know then that you're able to share your data with your doctor or your doctor's able to prescribe Sharecare. We're also going to continue to expand our customer footprint. So we're adding more feet on the street. But more importantly, we're focused on growing from within. We have lots of happy customers, many of those happy customers, because of consolidation and other reasons, has grown their footprint. And so we've identified, just in our top 25 clients alone, over 4,000 new site opportunities.

Jeff Arnold: 14:28 Our last operating unit is our consumer solutions group. So think of Sharecare as B2B2C. This is very important to us. Our ability to differentiate that we know how to talk to a consumer. It helps us a lot in enterprise. It gives our customers confidence that we know how to talk to their employees as consumers. This division will generate $65 million in revenue in 2021, but we've been able to build a huge hundred million first-party user database. So it's great when I can go to clients and say many of your employees or members are already in the Sharecare family.

Jeff Arnold: 15:02 It also helps us fund our award-winning, what I believe is second-to-none content library. I think we won 15 digital health awards in November, but we've built this giant library of content that includes over 48,000 original videos. This library of content allows us to create a unique Sharecare experience for each

		user. No two content experiences are alike. We generated over 150 million emails last year. Sharecare has over two and a half million social followers. And if you were to take our peer group, that I'll talk to you about later and the presentation, and add up all their social followers, it wouldn't equal ours. And we enroll into our profile engine over 400,000 new people every 30 days. And because of that, we've been able to work with several of the top pharma and biotech companies over the years.
Jeff Arnold:	15:55	Our land and expand strategy here is all driven by data. And I think that this opportunity for us is almost like our operation warp speed opportunity, and that we have lots of users. We have lots of data. We're really good at converting at the top of the funnel. And what we want to do is be able to take that and be able to kind of modernize a new CRO approach. Think about me contributing my data by sharing care for me to help optimize my health, but at the same time, I'm contributing my data by sharing care to help optimize our health.
Jeff Arnold:	16:29	And I think that's how we're going to build amazing community around Sharecare over the next decade, is this idea of, we're sharing care with our data to help ourselves and to help others. And we've got the capability to be able to turn that data into insights. Like the other divisions, the way we'll grow this is continue to retain and grow our existing clients. We have really high retention rates. We're going to continue to invest in real-time health profiling, expert content, advanced analytics, and continuing to bundle our capabilities to meet market needs.
Jeff Arnold:	16:58	And I think that's one of the strengths of Sharecare, is we have such amazing content, and we have the ability to bundle it in really useful ways, and be able to not only sell that direct to consumer, but be able to provide it to providers for patients, and be able to give it to employers for employees. And so that's a strength of ours that we'll continue to do, is package all our products in really relevant ways in the consumer solution group, because of the continent assets that they have are often a big part of that.
Jeff Arnold:	17:27	Okay. So the last section I'm going to talk about is data and innovation, starting with our community wellbeing index. And we have, since our beginning, been very focused on understanding how our environment impacts our health. And what we've learned is that our environment is as important as our lifestyle and our genetics. And we take our Sharecare data, and we package it together, and we contextualize it in a community wellbeing index, where we rank zip codes, cities, and states for their wellbeing. So what's that zip codes, physical resilience, mental resilience, financial resilience, etc...
Jeff Arnold:	18:03	And we're starting to now take that data and productize it. And so we think that this is a huge data opportunity for Sharecare, especially for urban planning, as well as to benchmark the effectiveness of Sharecare. Being in digital health for much of our career, we also are able to rapidly respond where there's digital health needs and when the pandemic happened we realized that the first thing where we could add value was getting people on the Sharecare platform to build resilience as a way to reduce their risk against COVID. But we also realized

that for the world to reopen that we were going to need to tech enable standard operating procedures so that if you are a hotel or a live event, or eventually a school or an office, you could go through a Sharecare verification process and become Sharecare verified, meaning that you were meeting the best practice standards and giving confidence to people to come back to work.

Jeff Arnold: 19:01 Or in this example on the screen, getting guests to stay at your hotel. And this is a product that didn't exist 60, 90 days ago. And you can see on the screen is now been adopted in over 50 countries. That work led us deeper into this area of what we call, health security and the way we think about health security is similar to cyber security. Think of cyber security as a way to protect infrastructure against the virus and health security, as a way to protect people against the virus. When the federal government pushed the vaccine distribution down to the state level and all eyes were on Florida, we were fortunate to be able to take our digital health solutions to the state of Florida and be awarded a large contract to help partner in vaccine distribution. And the way that works is you go to MyVaccine.FL.gov, which Sharecare helps power.

Jeff Arnold: 19:52 And we have a vaccine scheduler in which you pick your county and you pre-register for your vaccine. We then send the person a text and they open up a chatbot where they finish the registration process and they get issued a QR code. And when they go to get their vaccine, they show the QR code and it talks to our clinician portal where the clinician's able to put in the vaccine type that you're receiving and upload your vaccine card back into the Sharecare platform. And then we have the Sharecare platform be able to talk to the shot registry and other state analytics. This was a big contract that we just won and really important because it helps lead us as an emerging leader in health security. But in the last week alone, we've registered nearly two million people into the Sharecare platform.

Jeff Arnold: 20:40 And that work has now led to other States as well as we're in conversations as a finalist across the country. Lastly, we have been acquisitive over the years and bringing in assets that were really core to our strategy. And a couple of weeks ago, we announced an acquisition with a company called doc. ai that has deep expertise in artificial intelligence. So I'm talking deep tech. Walter, for example, who's the co-founder and chief scientific officer teaches at Stanford and MIT known as a futurist. Rob was the commissioner of health in the State of New York and chief operating officer in California for Kaiser, but deep, deep knowledge that is helping Sharecare take our big data assets and be able to think of how do we move it from the cloud to the edge. How with, zero trust do we start to do federated learning? And what AI needs is data and Sharecare has a lot of data.

Jeff Arnold: 21:36 And what Sharecare needs is insights, which is what the promise of AI is. So it's this great partnership, way we met doc.ai is through Anthem and Anthem was a large investor in doc.ai and had recently executed a hundred million dollar contract with doc.ai for AI services. And they helped not only introduce us, but work with them to figure out how could doc. ai and Sharecare and Anthem have lots of impact. And so this is kind of a view of what that might look like. Rajeev Ronanki who

leads transformation efforts for Anthem and who had previously started the AI practice for Deloitte also is joining the Sharecare board of directors as part of that merger. And not only will we be able to provide these services and insights to Anthem, but also to the many other clients that Sharecare has. And so with that, I'm going to hand it over to Justin Ferrero, our president and chief financial officer, to talk to you about our financial performance, Justin.

Justin Ferrero: 22:38 Thanks, Jeff. My name is Justin Ferrero, president, CFO, as Jeff said at the outset. I've been in the same role with him for 20 years, we've raised close to a billion dollars for various companies, multiple successful exits for our shareholders. And we have great business at Sharecare. I'm going to start with a few key highlights, first we have high revenue visibility, recurring revenue based model with long-term contracts. We have scale, thousands of happy customers from health plans, to hospitals, to clinics, to government agencies. We have lots of ways to drive growth from new logos to expanding our digital therapeutics, to expanding into value-based care, to launching new products like health security, and we're profitable. It's a big differentiator, both EBITDA and cashflow positive. So the capital from this raise goes towards acquisitions and growth versus funding losses like many of our peers.

Justin Ferrero: 23:32 Here's our three-year forecast. We're showing 24% compounded growth. Might take you why we think that's conservative on the next couple of slides. We believe we can generate a billion plus in revenue with the customers and products that we have in place today. We'll focus on 2021 on this slide as we're pretty big business today, we'll do close to 400 million in revenue and 31 million of EBITDA while investing heavily in growth. We have over 350 people in product and tech as an example, we're investing in a 100 new salespeople over the next three years. We're investing in 120 new people in product and tech over the next three years. And our EBITDA margins are expanding. So big investment and growth. Next slide is how we tracking for 2021. The headline is we're a 100% booked. Our enterprise growth of 38 million is done for the new client wins. Already discussed Centene, Humana, Delta, and others to our conservative enrollment forecast and our digital therapeutics to the recent wins and health security.

Justin Ferrero: 24:35 So enterprise is booked and we're going to exceed 38 million in growth. On the provider side, it's a similar story. 18 of the 23 million in growth is already either booked or in contracting. So we have a $5 million go get as we sit in February and a $38 million pipeline. So we're confident we're not only going to hit the 23 million in growth, but exceed it. So reality is we're already selling into 2022 and we're going to go into next year well over a $400 million run rate. And then 2022 will be the same execution plan. We're going to land and expand with our large health plans. We have nine, they can be worth tens of millions in revenue each annually, or upselling our digital therapeutics. This is a new product line for us. We built a billion dollar contracted opportunity over the last 18 months and we're now actively upselling our other clients.

Justin Ferrero: 25:28 And we think this will expand by another billion dollars this year. We continue to drive enrollments into our digital therapeutics, our health security business is exploding. We

have 12 other States in our pipeline that range from 5 million to 30 million each. And then we're making a huge investment in sales and have a significant pipeline to drive new logos. So feel very good about enterprise as we go into 2022. On the provider side, we have strong historic organic growth. We're going to grow 30% organically this year. We expect that to continue into 2022, especially with the new verticals we've added like value-based care. We're currently in discussions with 10 ACOs and gain share contracts that are worth at least 5 million each to us. So we'll sign those this year and we'll generate that income in 2022. So, really in a fantastic place with a book plan for 2021 and huge momentum at 2022. So I want to take you through really the primary catalyst that's driving this growth.

Justin Ferrero: 26:33 We made a incredible acquisition in August of 2016 when we bought the pop health division of Healthways, which was a pioneer in disease management. And at the time we knew they were losing tens of millions of dollars, they had a broken platform that was outsourced and lots of unhappy customers so we had to shed 90 million in bad contracts, over a 1000 jobs because they have a bloated infrastructure and integrate an entirely new tech infrastructure. Four years later.

Justin Ferrero: 27:03 Four years later, the acquisition has been a huge success. We retained $150 million business that is now profitable. We renewed huge accounts like CareFirst and Anthem, and the State of Georgia that are all now buying more and growing. And we bought the foundation of our disease management and digital therapeutics business. And we did all of this for 5 million net in common stock. So it was highly accretive for our shareholders. And when you look at our historicals, they appear flat, but when we normalize for the 90 million in bad contracts that we shed over the past four years from that acquisition, we've actually grown organically between eight and 9%, and that was while repositioning and transforming the Healthways asset. The great news is that integration is done. We have a happy client base who is buying more and growth is accelerating as we discussed in our booked 2021 plan.

Justin Ferrero: 28:05 So in summary, we couldn't be more excited about our business. We truly have line of sight to a billion plus in revenue with what we have in place today, from the big pipeline of new customers to upselling our digital therapeutics, to cross selling our enterprise platform to our provider customers often hospitals are the largest employer in the States. We're driving enrollment and we're expanding into new markets like health security and the vaccine assistant. We're establishing reseller partnerships like with one of our investors, Quest, they're bundling our digital platform with their biometrics, and leveraging their hundred salespeople to sell it to their customer base. So huge opportunity that we just signed this month and we have others. And then we have a pipeline of acquisitions which is a core competency as we discussed in the Healthways transaction. So, we couldn't feel any more confident about our business in the future. And with that, I'll pass it back to Alan.

Alan Mnuchin: 29:06 Thank you, Justin. To hit on a few high points regarding the transaction, there is $770 million of capital being raised from SPAC cap and trust and PIPE proceeds. 400 of proceeds go to

		the balance sheet to support further innovation, growth initiatives and strategic acquisitions.
Alan Mnuchin:	29:31	$275 million of potential secondary comes behind primary capital in the transaction waterfall, primarily for early outside investors. There is pro rata selling by the management leadership team. In total, this represents less than 7% of pro forma market cap of the company. With respect to pro forma ownership, early investors and insiders will still own approximately 80% of the company. Of that, management's pro forma ownership is approximately 22%.
Alan Mnuchin:	30:02	We believe we've achieved proper economic alignment with management to allow for long-term value creation. Specifically, the sponsor and leadership are both locked up for 12 months, subject to price performance hurdles.
Alan Mnuchin:	30:12	As it relates to valuation, we believe we've created a very attractive entry point here, through this transaction versus a target instead of digital health peers. Sharecare's growth and valuation lines up extremely well versus this group. We've thoughtfully selected a third group of digital health peers focus on the health plan, employer, and provider ecosystem. These companies all live in the benefit ecosystem we're driving engagement across a broad patient population's a critical KPI for success. And they all have similar forward growth rates, because Sharecare greater than 20%. And importantly, Sharecare is profitable on both EBITDA and Pro Rata basis, which is uniquely differentiated versus this grouping. And our stack valuations is intentional as at a meaningful discount for the peers, both on an EB to revenue and growth adjusted basis. So we're looking at approximately9.5 times for Sharecare, versus a range of 15 to 25 it appears on '21 revenue. And the growth adjusted multiple with just under 0.4X, versus a peer group range of 0.53 north of 1X. With that I'll flip it back to Jeff.
Jeff Arnold	31:11	Thank you, Alan. So to summarize, Sharecare is a B2B2P business. And so we actually have lots of revenue in our B2B business, but I think what really differentiates us is this B2B2P approach where we look at the person holistically as a consumer, as a patient, as an employee and as a health plan member. And we've really bought into this approach of Falcon of this category of one. Alan has demonstrated at DraftKings and Jeff and Skills, this approach, and we've bought into this idea. But hopefully what we've been able to demonstrate today is that we have the platform, Sharecare has the capabilities. We have lots of clients, we have great unit economics, and we're really poised for hyper-growth. And the way that hyper-growth is going to happen as we're going to continue to add more capabilities and activations to current clients, and we're going to continue to win new logos. That's why we believe Sharecare is a category of one.

sharecare

TRANSCRIPT

Investor Roadshow: Video

Jeff Arnold:	00:17	Hi, my name is Jeff Arnold and I'm the chairman and CEO of Sharecare. Back in 1994, we started our first company called Quality Diagnostic Services. And what that company was all about is we invented a little heart monitor that was the size of an American Express car that you'd put up to your chest when you were having symptoms and it would record your EKG. 1998 rolls around and we are one of the largest heart monitoring businesses in the country and started thinking, wouldn't it be great if I could put these EKGs online? So I sold the heart monitoring company and started WebMD. And so we built WebMD up to the largest health destination site in the world.
Alan Mnuchin:	00:52	The difference between a visionary and a dreamer is execution. That dreamers have ideas and do nothing about it and visionaries have those ideas and execute. And Jeff is one of those people. He's the rare visionary who sees something and knows how to go for it. And he's done it multiple times over.
Dawn Whaley:	01:10	The company was started after Jeff and Justin and I had sold a company called HowStuffWorks and it was there that we met Dr. Oz and Oprah. They asked Jeff the magic question, if he could do WebMD 10 years later, what would that look like?
Jeff Arnold:	01:28	And the light bulb went off in my head and I thought, now people have this incredible device in their hand that potentially offered us the greatest healing device that maybe we'd ever seen. All of us know how complicated healthcare is and how fragmented it is.
Dawn Whaley:	01:44	Instead of having 10 apps, five websites, and 17 patient portals, that we could pull all together in one app.
Jeff Arnold:	01:52	I got an appreciation early on in my career of the power of technology, but I also realized that you shouldn't get too enamored with the technology. That it's all about building relationships with the person because if you build a relationship, you get compliance, and if you get compliance, you get results. And if you get results, you get used more often.
Dawn Whaley:	02:10	To do what we do and to be successful and to create the engagement that we need to create, you have to be fluent in three languages of media, technology, and healthcare. And our management team represents that. We have people from Apple, CNN, Johns Hopkins, Centene.
Jeff Arnold:	02:29	And I think if you looked at our team and the DNA that we have, that's what makes Sharecare category of one.

Dawn Whaley:	02:35	Our company culture is unique. We recognize how important it is to be in front of change. Ultimately, what I think is really important about Sharecare's culture is how much importance we placed on the customer.
Kelley Elliot:	02:51	Ed Bastian, our CEO, really pushed us to create a better experience for our employees. He pushed us to take advantage this moment coming out of COVID, coming out of 2020, to have a better offering for people. One of the really differentiating factors for us were the consumer grade experience for our employees. Sharecare really stood out above the rest.
Jae Kullar:	03:13	I think we have hit the nail right on the head with our implementation of Sharecare. It's amazing to me how many really overwhelmingly positive responses we've heard from senior leaders down to our frontline employees.
Jeff Arnold:	03:31	We wanted to become digital allies of trusted brands. We thought that was the role that Sharecare could play is that we could be that unifier. How could we bring partners into Sharecare investment partners that could connect the living room to the exam room to the workplace? And then lastly, some just fantastic financial investors.
Toni Pashley:	03:50	Sharecare is a proprietary health and wellness platform which aggregates data from multiple sources to create a personalized experience based on your health. It all starts with your real age, which is our health risk assessment that tells you your body's age versus your calendar age. Based on your results, we can provide personalized recommendations, insights and topics focused on what you need to do to lower your real age and start living healthier. Then you set your goals to address the area you want to work on, like stress, sleep, nutrition, and activity or exercise. Every day when you come back, you'll see feedback on your health, insights about your activity, recommended content, and nudges to promote healthy actions like available programs or healthy challenges. In the track section, you'll see your real age is connected to your daily habits. As you move either of the factors from red to green each day, you'll earn a green day.
Toni Pashley:	04:47	Sharecare is connected with your employer health plan and doctor to unlike benefits and services you're already paying for and make them easily accessible on your phone. Challenges are a great way to shape your healthy behaviors. Our challenges show a leaderboard and can be easily tied to an incentive or reward to kickstart the competition. Browse the benefits hub for instant access to all the digital therapeutics available for you through your employer. One of our core competencies, lifestyle and disease management coaching, brings the best expert guidance with live coaches by phone or chat. Your employer health plan can incentivize all these health activities with rewards. The you section stores all your health information in your health profile. With all of your latest health vitals, medications, biometrics, and recent claims, you can easily access any time or share it with your doctor or nurse. The best part is that your biometric results from your employer and any claims data from your insurance company will appear right here in your health profile automatically.

Toni Pashley:	05:52	And we make this simple for our customers by offering a self-service tools. So employers health plans and providers have access to a command center to manage their population. Member management allows employers to easily edit and update members' information within their population. Communications provides employers with the ability to identify key segments within the population and push campaign messages to these groups with specific actions to drive awareness or engagement with their company or services they offer. The rewards and incentive framework allows configuration of activities for completion, a point system to track towards completion, and an awards fulfillment center. We offer a robust analytics and reporting dashboard, so employers and health plans can identify opportunities and view trends tied to eligibility, onboarding, feature engagement, and outcomes. Instead of waiting for yearly or monthly report, this tool now gives employers actionable data they need when they need it. Our product teams are focused on improving the health experience, making it easier to understand, making it personalize, and reducing the fragmentation we see today in healthcare.
Dawn Whaley:	07:00	One platform, multiple business lines, multiple customer bases, all with the same goal of helping people have a health intervention that positively improves their health and wellbeing.
Justin Ferrero:	07:12	We look at it across three core divisions. One of them is enterprise, which is our largest, 60% of our revenue.
Jeff Arnold:	07:20	We have kind of a one-stop shop. So if you're an employee of Delta or you're an employee of State Farm or if you're a member of a Blue Cross plan, with one single app, one integrated platform at Sharecare, we can help you with your wellness, we can help you with your benefits navigation, and we can help you manage your journey.
Justin Ferrero:	07:38	The way that the business works is we ingest claims data with our customer, we then risk stratify that population into smokers, diabetics, prediabetics, whatever it may be, and then we engage and enroll that member or employee into our marketplace, which is a series of digital therapeutics. One of our health plans bought diabetes prevention this year. They had 400,000 members that they wanted us to enroll. That brought a $300 plus million opportunity for Sharecare with that one customer alone. We're now talking to that same customer about expanding into other digital therapeutics like anxiety, like maternity, like MSK and others, and start it in terms of being able to grow them. All of our health plan customers could be $100 plus million.
Dawn Whaley:	08:31	And that's really only the beginning because we also have our provider solutions group which utilize our platform on the behalf of the physician.
Justin Ferrero:	08:40	6,000 hospitals, 60,000 providers, 75 plus health plans. We don't lose customers North of 95% retention rate. Now we're really excited about how this business can grow going forward.
Jeff Arnold:	08:53	And so we've been making investments and getting capabilities to understand how to go from fee for service to value based

		care, and we've been making investments in payment integrity. And then ultimately we've been taking those investments and building our footprint and our health information management business and our new capabilities to be able to connect that to our one platform at Sharecare, which is our digital engagement platform.
Candice Saunders:	09:15	And we want to ensure that it remains very personalized for the individual. And if you look at Sharecare's mission, we share that. It's all about bringing it back to the person, putting them in the driver's seat for managing their healthcare. And that's where I think this continues to bring a new dimension for the consumer and for the patient.
Justin Ferrero:	09:37	We have a fantastic consumer solutions business. The products include lead gen, sponsorship, audience targeting. We service 130 of the biggest brands in pharma. As we look into 2021, we have long-term contracts, the recurring revenue. Our business as a whole for 2021 is 90% booked. There aren't many companies that have our scale in the digital health space. We've expanded substantially with new logos, we continue to expand our marketplace solutions. All that said is with our core customers, these health plans and large self-insured employers and governments, we have over a billion in opportunity to go and activate their members and to products that have already been purchased by those customers. So a big focus on enrollment.
Frank Berry:	10:33	When I became commissioner of the Department of Community Health back in 2016, Healthways was our vendor. We were not pleased with the product that we were purchasing. Right around that time, we were made aware that the company had been purchased by Sharecare. And so the turnaround story was going from a very small number of people who were engaged to now us having a tremendous increase in the number of people that are actively tracking their overall health through the Sharecare app. Sharecare puts the person and the member at the center of everything we do. Every discussion we have, it's all about the ease of access to either the app or a service that the app offers, but the individual members feel very connected to the overall initiative that we have partnered with Sharecare on. We're in this together and that's a refreshing approach to how we do business.
Dawn Whaley:	11:31	One of the things our clients value tremendously in Sharecare is not just the solutions that we're providing to them today, but they feel confident that we're going to be continuing to innovate on that solution set. And so they're not buying a product that's not going to work in two years, they're buying a product that's going to be three times better in two years and leveraging all of the new technologies and capabilities that have evolved since then.
Paige Rothermel:	11:58	We did a request for a proposal and looked for both a solution for our wellness platform, but also looking for a partner that would be able to be flexible and bring all of the disparate one-off solutions that existed in the marketplace so that the consumer or the member has a seamless experience with us. And we saw the technology and the platform that Sharecare had as being exactly that. When I think about our opportunity

		with Sharecare, it really is taking all of the disparate functionality and information that we have as a health plan and serving it up to a member in a way that is innovative and fun and most important, easy to use.
Arif Khan:	12:46	You become the digital front door and front end to a lot of our consumer engagement. You are the story that we tell when we're out in front of clients. And we find that to be valuable because there is a suite of services that our members get engaged with through the Sharecare platform that help them be better in their healthcare journey. I think the way in which Sharecare is able to engage members over a long sustained period of time to help them make their health better is critical.
Jeff Arnold:	13:15	So one of the things that Sharecare's really proud about is that we have an award winning community wellbeing index. And so each year at every ZIP Code in America, we collect data and then we rank cities and states. And so we have an amazing bird's eye view how's America's heartbeat. And so we're able to look at that data and can say where do we need to focus to improve wellbeing? And what are the types of interventions that Sharecare needs to be developing that will have the biggest impact?
Arif Khan:	13:44	When I think about the relationship between Sharecare and CareFirst expanding, I think about getting deeper into the ways in which we serve the community. We can't do that without understanding at a local level, what are our members need. And we know that Sharecare has a plethora of information that helps us understand the local communities better, and we think that's a huge asset that we want to leverage.
Jeff Arnold:	14:08	One of the areas that I'm most excited about with Sharecare is the emergence of artificial intelligence. And so, to do AI well and to be able to do it in scale, you have to have a lot of data, you have to have a lot of capabilities, but more importantly, you have to have connectivity with the person. And I think a promise that Sharecare holds for AI it's be able to nudge you in ways that aren't intrusive but welcomed, that gives you the insights to be able to be more predictive.
Jae Kullar:	14:37	And I think the data-driven approach and how we're going to be able to mine some of that data on a real-time basis, go in and see how much participation and who's participating is just going to make us a stronger product and really drive home and lead to stronger health outcomes.
Jeff Arnold:	14:53	The pandemic has brought digital health to the forefront and technology to help have facility readiness, employee readiness, and be able to create confidence for people to return to work. And so we've made a lot of investments in health security. We've built these tech-enabled systems that allow facilities to now be able to follow standard operating procedures so they know that they have a safe environment. And now most recently, we've made investments in what we call a digital vaccine assistant. I think this vaccine potentially could be the greatest moment in digital health history, but also gives me connectivity with the person that now that they've taken that first step to get the vaccine, we can help guide them in their health journey forever forward.

Dawn Whaley:	15:39	So it means business to business to person, and it really is that concept is we pull the stakeholders together as we think about the stakeholders in each individual's health journey, right? That's B2B. And those were the people that buy our product.
Jeff Arnold:	15:54	We want to talk to you as a patient, we want to talk to you as a health plan member, and we want to talk to you on behalf of your employer as an employee. And it's that holistic approach that builds us our B2B client base, and ultimately helps all of us best serve our user.
Dawn Whaley:	16:09	The way that we gauge the success or the impact we're having is when we think about the P, which is the person. When we work with Delta, we're thinking about Delta's associates. Not as Delta as associates, we're thinking about Delta's associates as people .
Kelley Elliot:	16:23	Sharecare is a great new partner of ours, and I know it's going to be a long relationship that we have with them. We've asked the team to move mountains for us and they've done that.
Arif Khan:	16:34	I view partnership with strategic partners in the healthcare space very much like... I'll also use analogy of extended family. So they're there. We need them for our success and they're critical to the things we're trying to accomplish. And there's going to be times where we disagree, but ultimately we come together based on a unified understanding and goal, and that's to help our membership get better.
Paige Rothermel:	16:54	People can say they're partners and then there's organizations that are really willing to step in. I think we have a joint objective and that is to improve the lives of the people of Arizona. And with Sharecare working with us instead of just being a vendor, I think we have the ability to do something very unique and different and reach more members in the state.
Candice Saunders:	17:18	As you look at the partnership between WellStar Health System, our physicians, caregivers, and the whole team, as well as our community, we saw this as an opportunity for coming together in a partnership with Sharecare, where we could benefit from their technology platform.
Frank Berry:	17:38	It's an honor to work with Sharecare. The partnership has been incredible. I believe that we are changing people's lives by helping them improve their overall health and wellness. We would not be able to do that without the partnership with Sharecare.
Justin Ferrero:	17:55	We're unique in the fact that we're EBITDA and cashflow positive. We're unique in the fact that there's significant operating leverage. We're unique that we have high visibility, high level of confidence in 24%, if not more, compounded growth over the next several years. Ultimately, our true North is to get this business to a billion in revenue.
Rajeev Ronanki:	18:17	We've got Sharecare that's essentially really good at data and engagement, and it's able to take care of the consumer engagement and the personalized engagement. We've got doc.ai that's really good at the digitizing processes and

		applying artificial intelligence, things like claims processing, utilization management, care management, all of the core business processes of a health plan and a healthcare company. So if you put engagement and process together with the expertise and the know-how having done it at Anthem, which is the second largest insurance company in the US and fairly complex in terms of people, process, and technology, that's success story, and taking that recipe to every company that you'll ask and saying, here's how we're going to do it and here's our IP talent and process and methods to make it happen, that to me is a category of one that no one else existed.
Alan Mnuchin:	19:08	The opportunity is really to redefine the marketplace, and as storytellers, which is what we are, we look for category of one opportunities. And here's our opportunity through Sharecare to do the same thing, to create a category of one opportunity in the public markets. That's what gets us super excited.
Dawn Whaley:	19:24	With Sharecare, we've kind of built the business before the brand, and we think there is just a huge opportunity to emerge as a brand born at the moment.
Jeff Arnold:	19:35	This idea of altogether better, when you understand your environment and you feel safe through your health security and that you have a personalized tool in your pocket to make the healthy choice the easy choice is the role that Sharecare wants to play in your life.