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): July 1, 2021

Sharecare, Inc.

(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.)**

255 East Paces Ferry Road NE, Suite 700
Atlanta, Georgia 30305
(Address of principal executive offices, including Zip Code)

(404) 671-4000
(Registrant's telephone number, including area code)

Falcon Capital Acquisition Corp.
660 Madison Avenue, 12th Floor
New York, NY 10065
(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	SHCR	The Nasdaq Stock Market LLC
Warrants, each whole warrant exercisable for one share of Common Stock, each at an exercise price of $11.50 per share	SHCRW	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. ☐

Introductory Note

On July 1, 2021 (the "Closing Date"), Falcon Capital Acquisition Corp., our predecessor and a Delaware corporation ("FCAC"), consummated the business combination (the "Business Combination") pursuant to the terms of the Agreement and Plan of Merger, dated February 12, 2021 (the "Merger Agreement"), with Sharecare, Inc., a Delaware corporation ("Legacy Sharecare"), FCAC Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of FCAC ("Merger Sub"), and Colin Daniel (the "Representative"), solely in his capacity as representative of the stockholders of Legacy Sharecare. Immediately upon the completion of the Business Combination and the other transactions contemplated by the Merger Agreement (the "Transactions", and such completion, the "Closing"), Merger Sub merged with and into Legacy Sharecare with Legacy Sharecare surviving the merger as a wholly-owned subsidiary of New Sharecare (as defined below). In addition, in connection with the consummation of the Business Combination, FCAC changed its name to "Sharecare, Inc." ("New Sharecare") and Legacy Sharecare changed its name to "Sharecare Operating Company, Inc."

Unless the context otherwise requires, "we," "us," "our," and "New Sharecare" refer to Sharecare, Inc., a Delaware corporation, and its consolidated subsidiaries. All references herein to the "Board" refer to the board of directors of New Sharecare.

Item 1.01. Entry into a Material Definitive Agreement.

Earnout Escrow Agreement

In connection with the consummation of the Business Combination, on the Closing Date, New Sharecare, the Representative, Falcon Equity Investors LLC (the "Sponsor") and Continental Stock Transfer & Trust Company, as escrow agent, entered into an escrow agreement (the "Earnout Escrow Agreement") pursuant to which the Sponsor delivered 1,713,000 shares of common stock, par value $0.0001 per share (the "Common Stock"), of New Sharecare (which were formerly shares of FCAC Class B common stock held by the Sponsor) (the "Sponsor Earnout Shares"), into escrow and New Sharecare delivered 1,500,000 newly issued shares of Common Stock (including 448,355 shares underlying the contingent options (as defined below)) (the "Sharecare Earnout Shares" and, together with the Sponsor Earnout Shares, the "Earnout Shares") into escrow, in each case, that are subject to forfeiture if certain earn-out conditions described more fully in the Earnout Escrow Agreement are not satisfied. If the earnout conditions are fully satisfied, the Sponsor Earnout Shares and the Sharecare Earnout Shares will be released to the Sponsor and the Legacy Sharecare stockholders who received shares of Common Stock or contingent options as a result of the Business Combination, respectively.

The Earnout Shares will be released and delivered such that (i) one-half of such shares will be released if the volume-weighted average price of shares of the 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 if the volume-weighted average price of shares of 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 stockholder earnout group nor the Sponsor shall have any right to receive such earnout shares or any benefit therefrom.

The foregoing description of the Earnout Escrow Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Earnout Escrow Agreement, a copy of which is attached hereto as Exhibit 10.4 and is incorporated herein by reference.

Registration Rights Agreement

In connection with the consummation of the Business Combination, on the Closing Date, FCAC, New Sharecare, the Sponsor, certain FCAC stockholders and certain Legacy Sharecare stockholders entered into an amended and restated registration rights agreement (the "Registration Rights Agreement"). The Registration Rights Agreement became effective immediately upon the Closing of the Business Combination.

Pursuant to the Registration Rights Agreement, New Sharecare will be required to register for resale securities held by the stockholders party thereto. New Sharecare will have no obligation to facilitate more than (1) three demands, made by the Sponsor, or its affiliates, that New Sharecare register such stockholders' securities and (2) three demands, made by the Sharecare stockholders that New Sharecare register such stockholders' securities, in each case, after the expiration of applicable lock-up periods with respect to such securities. In addition, the holders have certain "piggyback" registration rights with respect to registrations initiated by New Sharecare. New Sharecare will bear the expenses incurred in connection with the filing of any registration statements pursuant to the Registration Rights Agreement.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Registration Rights Agreement, a copy of which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

Indemnification Agreements

In connection with the consummation of the Business Combination, New Sharecare entered into indemnification agreements with each of its directors and executive officers.

Each indemnification agreement provides for indemnification and advancements by New Sharecare of certain expenses and costs relating to claims, suits or proceedings arising from his or her service to New Sharecare, or, at our request, service to other entities, as officers or directors to the maximum extent permitted by applicable law.

The foregoing description of the indemnification agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the indemnification agreements, a form of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Sharecare, Inc. 2021 Omnibus Incentive Plan

At the special meeting of the FCAC stockholders held on June 29, 2021 (the "Special Meeting"), the FCAC stockholders considered and approved the Sharecare, Inc. 2021 Omnibus Incentive Plan (the "Incentive Plan"). The Incentive Plan was previously approved, subject to stockholder approval, by the board of directors of FCAC on June 29, 2021. The Incentive Plan became effective immediately upon the Closing of the Business Combination.

The Incentive Plan permits New Sharecare to deliver up to 161,317,138 shares of Common Stock pursuant to awards issued under the Incentive Plan (which amount includes shares of Common Stock underlying New Sharecare options that were issued in connection with the Business Combination upon conversion of awards outstanding under Legacy Sharecare's equity incentive plans that were terminated in connection with the consummation of the Business Combination). The number of shares of Common Stock reserved for issuance under the Incentive Plan will be automatically increased on January 1st of each year for a period of ten years commencing on January 1, 2022, in an amount equal to 5% of the total number of shares of Common Stock outstanding on December 31st of the preceding year.

A more complete summary of the terms of the Incentive Plan is set forth in the definitive Proxy Statement/Prospectus (the "Proxy"), filed by FCAC with the Securities and Exchange Commission (the "SEC") on June 3, 2021, in the section titled "*The Incentive Plan Proposal*." That summary and the foregoing description of the Incentive Plan are qualified in their entirety by reference to the terms and conditions of the Incentive Plan, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Amendment to Senior Secured Credit Agreement

In connection with the consummation of the Business Combination, on the Closing Date, Legacy Sharecare, certain subsidiaries of Legacy Sharecare (together with Legacy Sharecare, the "Borrowers"), the lenders named therein (the "Lenders") and Wells Fargo Bank, National Association, as administrative agent (the "Administrative Agent"), entered into an Amendment Number Six to Credit Agreement and Consent (the "Sixth Amendment") to the Credit Agreement, dated as of March 9, 2017 (as amended, the "Credit Agreement"), among the Borrowers, the Lenders and the Administrative Agent.

The Credit Agreement provides for a senior secured revolving credit facility with total commitments of $60.0 million (the "Revolving Facility"). Availability under the Revolving Facility is generally subject to a borrowing base based on a percentage of applicable eligible receivables. Borrowings under the Revolving Facility generally bear interest at a rate equal to, at the applicable Borrower's option, either (a) a base rate or (b) a rate based on LIBOR, in each case, plus an applicable margin. The applicable margin is based on a fixed charge coverage ratio and ranges from (i) 1.75% to 2.25% for U.S. base rate loans and (ii) 2.75% to 3.25% for LIBOR. The Credit Agreement matures on February 10, 2023.

Pursuant to the Sixth Amendment, the Administrative Agent and Lenders provided certain consents with respect to the Transactions and the consummation of the Business Combination and certain amendments were made to the terms of the Credit Agreement to reflect the Transactions. New Sharecare and certain other subsidiaries of Legacy Sharecare are also expected to execute joinders to become a party to the Credit Agreement as required by the Sixth Amendment.

The foregoing description of the Sixth Amendment does not purport to be complete and is qualified in its entirety by the terms and conditions of the Sixth Amendment, a copy of which is attached hereto as Exhibit 10.14 and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On June 29, 2021, FCAC held a Special Meeting at which the FCAC stockholders considered and adopted, among other matters, the Merger Agreement. On July 1, 2021, the parties to the Merger Agreement consummated the Transactions. Pursuant to the Merger Agreement, FCAC has acquired all of the outstanding equity interests of Legacy Sharecare for approximately $3.82 billion in aggregate consideration in the form of cash and shares of Common Stock. At Closing, Legacy Sharecare stockholders received an aggregate of 271,051,959 shares of New Sharecare Common Stock and approximately $91.7 million in cash consideration paid on a pro rata basis with respect to Cash Electing Shares (as defined in the Merger Agreement). As a result of the Business Combination, New Sharecare received gross proceeds of over $571 million, prior to transaction expenses and payment of cash consideration. See also the information provided in Item 3.02 of this Current Report on Form 8-K under the caption "*Private Placement*," which is incorporated by reference into this Item 2.01.

In addition, under the Merger Agreement, (i) each option to purchase shares of Legacy Sharecare common stock granted under any Legacy Sharecare group stock plan that was outstanding and unexercised immediately prior to the Closing, whether or not then vested or exercisable, was assumed by New Sharecare and converted into an option to purchase shares of New Sharecare Common Stock, (ii) each holder of Sharecare options entitled to receive New Sharecare options also received an additional number of contingent stock options (the "contingent 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 each of the Earnout Conditions, (iii) each vested and exercisable warrant to purchase shares of Legacy Sharecare common stock were converted into the right to shares of New Sharecare Common Stock and (iv) each warrant to purchase shares of Legacy Sharecare common stock that was not vested and exercisable immediately prior to the Closing was assumed by New Sharecare and converted into a warrant to purchase shares of New Sharecare Common Stock, in each case as further described under the Merger Agreement.

In connection with the consummation of the Business Combination, Sponsor delivered the Sponsor Earnout Shares into escrow and New Sharecare delivered the Sharecare Earnout Shares into escrow, in each case, that are subject to forfeiture if the Earnout Conditions are not fully satisfied. If the Earnout Conditions are fully satisfied, the Earnout Shares will be released to the Sponsor and the Legacy Sharecare stockholders who received shares of Common Stock or contingent options as a result of the Business Combination, respectively. For a more detailed discussion of Earnout Conditions, see the information provided in Item 1.01 of this Current Report on Form 8-K under the caption "*Earnout Escrow Agreement*," which is incorporated by reference into this Item 2.01.

Prior to the Special Meeting, holders of 19,864,030 shares of FCAC's Class A common stock sold in FCAC's initial public offering ("Public Shares") exercised their right to redeem those shares for cash at a price of approximately $10.00 per share, for an aggregate of approximately $198.6 million. Immediately after giving effect to the Business Combination (including as a result of the redemptions described above), there were 333,900,179 issued and outstanding shares of Common Stock (excluding the Earnout Shares). In addition, at the Closing, New Sharecare issued 5,000,000 shares of Series A convertible preferred stock, par value $0.0001 per share (the "Series A Preferred Stock"), upon conversion of certain Legacy Sharecare Series D preferred stock (the "Legacy Sharecare Series D Preferred Stock") held by one investor in accordance with the Merger Agreement.

Upon the Closing, FCAC's Class A common stock and warrants ceased trading, and New Sharecare's Common Stock and warrants began trading on the Nasdaq Stock Market LLC ("Nasdaq"). FCAC's public units automatically separated into their component securities upon consummation of the Business Combination and, as a result, no longer trade as a separate security and were delisted from Nasdaq. As of the Closing Date, our directors and executive officers and affiliated entities beneficially owned approximately 34.2% of the outstanding shares of Common Stock, and the former securityholders of FCAC beneficially owned approximately 5.8% of the outstanding shares of Common Stock.

Cautionary Note Regarding Forward-Looking Statements

This Current Report on Form 8-K includes or incorporates by reference forward-looking statements regarding, among other things, the plans, strategies and prospects, both business and financial, of New Sharecare (both before and after the Business Combination and including Legacy Sharecare). These statements are based on the beliefs and assumptions of the management of New Sharecare (both before and after the Business Combination and including Legacy Sharecare). Although New Sharecare believes that its plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, neither Legacy Sharecare nor New Sharecare can assure you that it will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates," "possible," "continue," "might," "potential" or "intends" or similar expressions. Certain forward-looking statements are based on projections prepared by, and which are the responsibility of, New Sharecare's management. Ernst & Young, New Sharecare's independent auditor, has not examined, compiled or otherwise applied procedures with respect to the accompanying forward-looking financial information presented herein and, accordingly, expresses no opinion or any other form of assurance on it. Forward-looking statements contained or incorporated by reference in Current Report on Form 8-K include, but are not limited to, statements about:

- the ability of New Sharecare to realize the benefits expected from the Business Combination;
- the ability of New Sharecare to maintain the listing of the Common Stock and warrants of New Sharecare on Nasdaq following the Business Combination;
- New Sharecare's success in retaining or recruiting, or changes required in, its officers, key employees or directors following the Business Combination;
- the business, operations and financial performance of New Sharecare (both before and after the Business Combination and including Legacy Sharecare), including:
    - expectations with respect to the financial and business performance of New Sharecare, including financial projections and business metrics and any underlying assumptions thereunder;
    - future business plans and growth opportunities, including revenue opportunity available from new or existing clients and expectations regarding the enhancement of platform capabilities and addition of new solution offerings;
    - developments and projections relating to New Sharecare's competitors and the digital healthcare industry;
    - the impact of the COVID-19 pandemic on Legacy Sharecare's business and the actions New Sharecare may take in response thereto;
    - expectations regarding future acquisitions, partnerships or other relationships with third parties;
    - New Sharecare's future capital requirements and sources and uses of cash, including New Sharecare's ability to obtain additional capital in the future; and
- other factors detailed under the section entitled "*Risk Factors*" in this Current Report on Form 8-K.

These and other factors that could cause actual results to differ from those implied by the forward-looking statements in this Current Report on Form 8-K are more fully described in the information incorporated by reference under the heading "*Risk Factors*" and elsewhere in the information included or incorporated by reference into this Current Report on Form 8-K. The risks and occurrence of events described in the information incorporated by reference under the heading "*Risk Factors*" and other sections of this Current Report on Form 8-K are not exhaustive and could adversely affect the business, financial condition or results of operations New Sharecare. New risk factors emerge from time to time, and it is not possible to predict all such risk factors, nor can New Sharecare assess the impact of all such risk factors on the business of New Sharecare, or the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statements. Forward-looking statements are not a guarantee of performance. You should not put undue reliance on these statements, which speak only as of the date hereof. All forward-looking statements attributable to New Sharecare (both before and after the Business Combination and including Legacy Sharecare) or persons acting on their behalf are expressly qualified in their entirety by the foregoing cautionary statements. New Sharecare undertakes no obligations to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Business

The business of FCAC prior to the Business Combination is described in the Proxy in the section titled "*Other Information Related to FCAC*" and that information is incorporated herein by reference. The business of New Sharecare is described in the Proxy in the section titled "*Business of New Sharecare*" and that information is incorporated herein by reference.

Risk Factors

The risk factors related to New Sharecare's business and operations are set forth in the Proxy in the section titled "*Risk Factors—Risks Related to Sharecare*" and that information is incorporated herein by reference.

Financial Information

Reference is made to the disclosure set forth in Item 9.01 of this Current Report on Form 8-K concerning the financial information of FCAC, Legacy Sharecare and doc.ai Incorporated ("doc.ai"). Reference is further made to the disclosure contained in the Proxy in the sections titled "*Summary Historical Financial Information of FCAC*," "*Summary Historical Financial Information of Sharecare*," "*Summary Unaudited Pro Forma Condensed Combined Financial Information*," "*Comparative Historical and Unaudited Pro Forma Combined Per Share Information*," "*Unaudited Pro Forma Condensed Combined Financial Information*" and "*Notes to Unaudited Pro Forma Condensed Combined Financial Statements*," which are incorporated herein by reference.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Reference is made to the disclosure contained in the Proxy in the sections titled "*Management's Discussion and Analysis of Financial Condition and Results of Operations of FCAC*," "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Sharecare*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations of doc.ai*," which are incorporated herein by reference.

Quantitative and Qualitative Disclosures about Market Risk

Reference is made to the disclosure contained in the Proxy in the sections titled *"Management's Discussion and Analysis of Financial Condition and Results of Operations of Sharecare —Quantitative and Qualitative Disclosures About Market Risk,"* which is incorporated herein by reference.

Properties

The properties of New Sharecare are described in the Proxy in the section titled "*Business of New Sharecare—Properties*" and that information is incorporated herein by reference.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information known to New Sharecare regarding the beneficial ownership of New Sharecare Common Stock as of the Closing Date by:

- each person known to New Sharecare to be the beneficial owner of more than 5% of outstanding New Sharecare Common Stock;
- each of New Sharecare's executive officers and directors; and
- all executive officers and directors of New Sharecare as a group.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security, including options and warrants that are currently exercisable or exercisable within 60 days. New Sharecare stock issuable upon exercise of options and warrants currently exercisable within 60 days are deemed outstanding solely for purposes of calculating the percentage of total voting power of the beneficial owner thereof.

The beneficial ownership of New Sharecare Common Stock is based on 333,900,179 shares of Common Stock issued and outstanding as of the Closing Date (excluding the Earnout Shares).

Amounts for each holder in the table below exclude such holder's pro rata share of the Earnout Shares.

Unless otherwise indicated, New Sharecare believes that each person named in the table below has sole voting and investment power with respect to all shares of New Sharecare Common Stock beneficially owned by them.

	Number of shares of Common Stock	%	Voting Power
Directors and Executive Officers			
Alan G. Mnuchin[(1)(2)]	4,643,103	1.4%	1.4%
Jeff Sagansky[(2)]	—	—	—
Jeff Arnold[(3)(4)]	40,739,194	12.2%	12.0%
John Chadwick[(5)]	36,727,887	11.0%	10.8%
Ken Goulet[(3)(6)]	956,699	*	*
Rajeev Ronanki[(3)]	—	—	—
Dr. Sandro Galea[(3)(7)]	53,660	*	*
Jeffrey Allred[(3)]	406,165	*	*
Dr. Veronica Mallett[(3)]	—	—	—
Justin Ferrero[(3)(8)]	12,895,117	3.9%	3.8%
Dawn Whaley[(3)(9)]	12,895,117	3.9%	3.8%
All Directors and Executive Officers of New Sharecare as a Group (10 Individuals)[(10)]	114,014,987	34.2%	33.6%
5% Beneficial Owners			
Claritas Capital[(5)]	36,727,887	11.0%	10.8%

* Denotes less than 1%

** Percentage of total voting power represents voting power with respect to all shares of Common Stock and Series A Preferred Stock (on an as converted basis), as a single class. The Series A Preferred Stock represent less than 5% of the total voting power of New Sharecare.

(1) Falcon Equity Investors LLC is the record holder of the shares reported herein. Eagle Falcon JV Co LLC, which is controlled by Mr. Mnuchin, is the managing member of Falcon Equity Investors LLC and has voting and investment discretion with respect to the New Sharecare Common Stock held of record by Falcon Equity Investors LLC. Eagle Falcon JV Co LLC and Mr. Mnuchin each disclaims any beneficial ownership of the securities held by Falcon Equity Investors LLC other than to the extent of any pecuniary interest each may have therein, directly or indirectly.

(2) The business address of each of these stockholders is 3 Columbus Circle, 24th Floor, New York, NY 10019.

(3) The business address of each of these stockholders is 255 East Paces Ferry Road NE, Suite 700, Atlanta, Georgia 30305.

(4) Consists of (i) 5,707,283 shares of Common Stock and (ii) 35,031,911 options to purchase Common Stock currently exercisable or exercisable within 60 days of July 1, 2021.

(5) Consists of (i) 36,692,258 shares of Common Stock and (ii) 35,629 options to purchase Common Stock currently exercisable or exercisable within 60 days of July 1, 2021, held by affiliates of Claritas Capital (such entities, collectively, "Claritas Capital"). John Chadwick, founder and partner of Claritas Capital, has voting and investment discretion with respect to the shares held of record by Claritas. Mr. Chadwick disclaims any beneficial ownership of the securities held by Claritas Capital other than to the extent of any pecuniary interest each may have therein, directly or indirectly. The principal address for Claritas Capital is 30 Burton Hills Boulevard, Suite 100, Nashville, TN 37215.

(6) Consists of (i) 244,114 shares of Common Stock and (ii) 712,585 options to purchase Common Stock currently exercisable or exercisable within 60 days of July 1, 2021.

(7) Consists of 53,660 options to purchase Common Stock currently exercisable or exercisable within 60 days of July 1, 2021.

(8) Consists of (i) 1,013,029 shares of Common Stock and (ii) 11,882,148 options to purchase Common Stock currently exercisable or exercisable within 60 days of July 1, 2021.

(9) Consists of (i) 1,013,029 shares of Common Stock and (ii) 11,882,148 options to purchase Common Stock currently exercisable or exercisable within 60 days of July 1, 2021.

(10) Consists of an aggregate (i) 54,025,259 shares of Common Stock and (ii) 59,989,728 options to purchase Common Stock currently exercisable or exercisable within 60 days of July 1, 2021.

Directors and Executive Officers

New Sharecare's directors and executive officers after the consummation of the Business Combination are described in the Proxy in the section titled "*New Sharecare Management After the Business Combination*" and that information is incorporated herein by reference. In addition, on the Closing Date, each of Dr. Veronica Mallett and Jeffrey Allred were appointed to the Board. See the information provided in Item 5.02 of this Current Report on Form 8-K, which is incorporated by reference into this Item 2.01.

Director Independence

Information with respect to the independence of New Sharecare's directors is set forth in the Proxy in the section titled "*New Sharecare Management After the Business Combination"* and that information is incorporated herein by reference. In addition, see the information provided in Item 5.02 of this Current Report on Form 8-K, which is incorporated by reference into this Item 2.01.

Committees of the Board of Directors

Information with respect to the composition of the committees of the Board immediately after the consummation of the Business Combination is set forth in the Proxy in the section titled "*New Sharecare Management After the Business Combination*" and that information is incorporated herein by reference. In addition, see the information provided in Item 5.02 of this Current Report on Form 8-K, which is incorporated by reference into this Item 2.01.

Executive Compensation

A description of the compensation of the named executive officers of FCAC and Legacy Sharecare before the consummation of the Business Combination is set forth in the Proxy in the sections titled "*Other Information Related to FCAC—Executive Compensation and Director Compensation*" and "*Executive Compensation*," respectively, and that information is incorporated herein by reference.

At the Special Meeting, the FCAC stockholders approved the Incentive Plan. The description of the Incentive Plan is set forth in the Proxy section titled "*The Incentive Plan Proposal*," which is incorporated herein by reference. A copy of the Incentive Plan is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. Following the consummation of the Business Combination, New Sharecare expects that the Compensation and Human Capital Committee will make grants of awards under the Incentive Plan to eligible participants.

Director Compensation

A description of the compensation of the directors of FCAC and of Legacy Sharecare before the consummation of the Business Combination is set forth in the Proxy in the section titled "*Other Information Related to FCAC—Executive Compensation and Director Compensation*" and "*Executive Compensation*," respectively, and that information is incorporated herein by reference. In addition, see the information provided in Item 5.02 of this Current Report on Form 8-K, which is incorporated by reference into this Item 2.01.

Certain Relationships and Related Party Transactions

Certain relationships and related party transactions of New Sharecare are described in the Proxy in the section titled "*Certain Relationships and Related Person Transactions*" and that information is incorporated herein by reference.

Legal Proceedings

Reference is made to the disclosure regarding legal proceedings in the section of the Proxy titled "*Other Information Related to FCAC—Legal Proceedings"* and "*Business of New Sharecare—Legal Proceedings*" and that information is incorporated herein by reference.

Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

Information about the ticker symbol, number of stockholders and dividends for FCAC securities is set forth in the Proxy in the section titled "*Market Price, Ticker Symbol and Dividend Information*" and such information is incorporated herein by reference.

As of the Closing Date, there were approximately 450 holders of record of New Sharecare's Common Stock, one holder of record of New Sharecare's Series A Preferred Stock and approximately 25 holders of record of New Sharecare's warrants to purchase Common Stock.

New Sharecare's Common Stock and warrants began trading on Nasdaq under the symbols "SHCR" and "SHCRW," respectively, on July 2, 2021. FCAC's public units automatically separated into their component securities upon consummation of the Business Combination and, as a result, no longer trade as a separate security and were delisted from Nasdaq.

New Sharecare has not paid any cash dividends on shares of its Common Stock to date. The payment of cash dividends in the future will be dependent upon our revenues and earnings, if any, capital requirements and general financial condition. The payment of any dividends will be within the discretion of the Board.

Recent Sales of Unregistered Securities

Reference is made to the disclosure set forth below under Item 3.02 of this Current Report on Form 8-K concerning the issuance and sale by New Sharecare of certain unregistered securities, which is incorporated herein by reference.

Description of Registrant's Securities to Be Registered

The description of New Sharecare's securities is contained in the Proxy in the section titled "*Description of New Sharecare Securities*" and that information is incorporated herein by reference.

Immediately following the Closing, there were 333,900,179 shares of New Sharecare Common Stock issued and outstanding (excluding the Earnout Shares), held of record by approximately 450 holders, 5,000,000 shares of Series A Preferred Stock, held of record by one holder, and 18,323,648 warrants outstanding held of record by approximately 25 holders. Such amounts do not include DTC participants or beneficial owners holding shares through nominee names.

Indemnification of Directors and Officers

New Sharecare has entered into indemnification agreements with each of its directors and executive officers. Each indemnification agreement provides for indemnification and advancements by New Sharecare of certain expenses and costs relating to claims, suits or proceedings arising from his or her service to New Sharecare or, at our request, service to other entities, as officers or directors to the maximum extent permitted by applicable law.

Further information about the indemnification of New Sharecare's directors and officers is set forth in the Proxy in the section titled "*Indemnification of Directors and Officers*" and that information is incorporated herein by reference.

Financial Statements and Exhibits

The information set forth under Item 9.01 of this Current Report on Form 8-K is incorporated herein by reference.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

The information set forth under Item 4.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

Transaction Consideration

In connection with the Business Combination, at the Closing, New Sharecare issued 5,000,000 shares of Series A Preferred Stock upon conversion of certain Legacy Sharecare Series D Preferred Stock held by one investor in accordance with the Merger Agreement. The Series A Preferred Stock was issued pursuant to and in accordance with the exemption from registration under the Securities Act under Section 4(a)(2).

Private Placement

As previously disclosed, FCAC entered into subscription agreements (the "Subscription Agreements"), each dated as of February 12, 2021, with certain institutional investors (the "Investors"), pursuant to which, among other things, FCAC agreed to issue and sell, in private placements, an aggregate of 42,585,000 shares of FCAC Class A common stock for $10.00 per share (the "Private Placement").

The Private Placement closed immediately prior to the Business Combination on the Closing Date. The shares of FCAC Class A common stock issued to the Investors became shares of New Sharecare Common Stock upon consummation of the Business Combination.

The shares issued to the Investors in the Private Placement on the Closing Date were issued pursuant to and in accordance with the exemption from registration under the Securities Act under Section 4(a)(2).

Item 3.03. Material Modification to Rights of Security Holders.

In connection with the consummation of the Business Combination, FCAC changed its name to "Sharecare, Inc." and adopted the Fourth Amended and Restated Certificate of Incorporation (including a Certificate of Designations for the Series A Preferred Stock) and Amended and Restated Bylaws.

As disclosed below in Item 8.01, in accordance with Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), New Sharecare is the successor issuer to FCAC and has succeeded to the attributes of FCAC as the registrant. In addition, the shares of New Sharecare Common Stock, as the successor to FCAC, are deemed to be registered under Section 12(b) of the Exchange Act.

Fourth Amended and Restated Certificate of Incorporation

Upon the closing of the Business Combination, FCAC's Third Amended and Restated Certificate of Incorporation, dated September 21, 2020, was replaced with the Fourth Amended and Restated Certificate of incorporation of New Sharecare, which, among other things:

(a) changed FCAC's name to "Sharecare, Inc."; and

(b) increased the total number of authorized shares of all classes of capital stock, par value of $0.0001 per share to 615,000,000 shares, consisting of 600,000,000 shares of Common Stock, and 15,000,000 shares of preferred stock, 5,000,000 of which have been designated as Series A Preferred Stock.

The stockholders of FCAC approved this amendment and restatement at the Special Meeting.

This summary is qualified in its entirety by reference to the terms and conditions of the Fourth Amended and Restated Certificate of Incorporation, a copy of which is attached hereto as Exhibits 3.1 and incorporated herein by reference.

Certificate of Designations for Series A Preferred Stock

Upon Closing of the Business Combination, a Certificate of Designations was also adopted designating 5,000,000 shares of preferred stock as the Series A Preferred Stock. The 5,000,000 newly designated shares of Series A Preferred Stock were issued to one investor at Closing of the Business Combination upon conversion of certain Legacy Sharecare Series D Preferred Stock in accordance with the Merger Agreement.

The Series A Preferred Stock is convertible at any time into New Sharecare Common Stock, at the holder's option, at a conversion price equal the issue price (as converted in connection with the Business Combination), subject to adjustments for stock splits, stock dividends, reorganizations, recapitalizations and the like. The Series A Preferred Stock will not accrue separate dividends. New Sharecare will have the right to require conversion of the Series A Preferred Stock beginning three years after the date of issuance at the then-applicable conversion price if the closing price of New Sharecare Common Stock exceeds 130% of the issue price for the Series A Preferred Stock for at least 20 trading days during a period of 30 consecutive trading days. In addition, on the fifth anniversary of the date of issuance, the Series A Preferred Stock will be automatically redeemed at the applicable per share price (unless previously converted).

A more detailed description of the terms of the Series A Preferred Stock is set forth in the Proxy in the section titled "*Description of New Sharecare Securities*" and that information is incorporated herein by reference. A copy of the Certificate of Designations for the Series A Preferred Stock is attached as Exhibit 3.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Amended and Restated Bylaws

Upon the closing of the Business Combination, New Sharecare's bylaws were amended and restated to be consistent with New Sharecare's Fourth Amended and Restated Certificate of Incorporation and to make certain other changes deemed appropriate for a public operating company. This summary is qualified in its entirety by reference to the terms and conditions of the Amended and Restated Bylaws, a copy of which are attached hereto as Exhibit 3.3 and incorporated herein by reference.

Item 4.01. Change in Registrant's Certifying Accountant.

On the Closing Date, the audit committee of the Board approved the engagement of Ernst & Young LLP ("EY") as New Sharecare's independent registered public accounting firm to audit New Sharecare's consolidated financial statements for the year ending December 31, 2021. EY served as independent registered public accounting firm of Legacy Sharecare prior to the Business Combination. Accordingly, Withum Smith+Brown, PC ("WSB"), FCAC's independent registered public accounting firm prior to the Business Combination, was informed that it would be replaced by EY as New Sharecare's independent registered public accounting firm following completion of New Sharecare's review of the quarter ended June 30, 2021, which consists only of the accounts of the pre-Business Combination special purpose acquisition company, FCAC.

The reports of WSB on FCAC, New Sharecare's legal predecessor, balance sheet as of December 31, 2020 and the statements of operations, changes in stockholder's equity and cash flows for the period from June 5, 2020 (date of inception) through December 31, 2020, did not contain an adverse opinion or a disclaimer of opinion, and were not qualified or modified as to uncertainties, audit scope or accounting principles.

During the period from June 5, 2020 (date of inception) through December 31, 2020, there were no disagreements between FCAC and WSB on any matter of accounting principles or practices, financial disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of WSB, would have caused it to make reference to the subject matter of the disagreements in its reports on FCAC's financial statements for such period.

During the period from June 5, 2020 (date of inception) through December 31, 2020, there were no "reportable events" (as defined in Item 304(a)(1)(v) of Regulation S-K under the Exchange Act).

During the period from June 5, 2020 (inception) to the date the Board approved the engagement of EY as New Sharecare's independent registered public accounting firm, FCAC did not consult with EY on matters that involved the application of accounting principles to a specified transaction, the type of audit opinion that might be rendered on FCAC's consolidated financial statements or any other matter that was either the subject of a disagreement or reportable event.

New Sharecare has provided WSB with a copy of the foregoing disclosures and has requested that WSB furnish New Sharecare with a letter addressed to the SEC stating whether it agrees with the statements made by New Sharecare set forth above. A copy of WSB's letter, dated July 8, 2021, is filed as Exhibit 16.1 to this Current Report on Form 8-K.

Item 5.01. Changes in Control of Registrant.

Reference is made to the disclosure in the Proxy in the section titled "*The Business Combination*," which is incorporated herein by reference. Further reference is made to the information contained in Item 2.01 to this Current Report on Form 8-K, which is incorporated herein by reference.

Immediately after giving effect to the Business Combination, there were 333,900,179 shares of Common Stock outstanding (excluding the Earnout Shares). As of such time, our executive officers and directors and their affiliated entities held 34.2% of the outstanding shares of Common Stock.

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

Upon the consummation of the Business Combination, each executive officer of FCAC and Merger Sub ceased serving in such capacities and Edgar Bronfman, Karen Finerman and Michael Ronen ceased serving on FCAC's board of directors. Immediately following the consummation of the Business Combination, Jeff Arnold, Jeffrey Allred, John Chadwick, Dr. Sandro Galea, Ken Goulet, Dr. Veronica Mallett and Rajeev Ronanki were appointed as directors of New Sharecare (in addition to Alan G. Mnuchin and Jeff Sagansky whom remained on the Board). Pursuant to the Fourth Amended and Restated Certificate of Incorporation, the Board has been classified into three classes, each comprising as nearly as possible one-third of the directors to serve three-year terms. Each Class I director, consisting of Dr. Galea, Dr. Mallett and Mr. Sagansky, will have a term that expires at New Sharecare's annual meeting of stockholders in 2022, each Class II director, consisting of Messrs. Allred, Goulet and Mnuchin, will have a term that expires at New Sharecare's annual meeting of stockholders in 2023 and each Class III director, consisting of Messrs. Arnold, Chadwick and Ronanki, will have a term that expires at New Sharecare's annual meeting of stockholders in 2024, or in each case until their respective successors are duly elected and qualified, or until their earlier resignation, removal or death. The Board has determined that Dr. Mallett and Dr. Galea and Messrs. Allred, Chadwick, Goulet, Mnuchin and Sagansky are "independent directors" as defined in the rules of Nasdaq and applicable SEC rules.

Upon the consummation of the Business Combination, the Board established the following three committees of the Board: audit committee, compensation and human capital committee, and nominating and corporate governance committee. Messrs. Allred, Goulet and Mnuchin were appointed to serve on New Sharecare's audit committee, with Mr. Goulet serving as the chair and Mr. Mnuchin qualifying as an audit committee financial expert, as such term is defined in Item 407(d)(5) of Regulation S-K. Messrs. Chadwick and Goulet and Dr. Galea were appointed to serve on New Sharecare's compensation and human capital committee, with Mr. Chadwick serving as the chair. Messrs. Allred and Sagansky and Dr. Galea were appointed to serve on New Sharecare's nominating and corporate governance committee, with Mr. Allred serving as the chair.

Additionally, upon consummation of the Transactions, Mr. Arnold was appointed as New Sharecare's Chief Executive Officer and Chairman; Justin Ferrero was appointed as President and Chief Financial Officer; Dawn Whaley was appointed as President and Chief Marketing Officer; Pam Shipley was appointed as Chief Operating Officer; and Colin Daniel was appointed Executive Vice President, Finance and Human Resources and will serve as New Sharecare's principal accounting officer. Mr. Chadwick will serve as New Sharecare's Lead Director.

Following the consummation of the Business Combination, the non-employee directors of New Sharecare will be entitled to the following compensation for their service on the Board: (i) an annual cash retainer of $50,000; (ii) an annual cash retainer of $22,500 for the chair of the audit committee, $20,000 for the chair of the compensation and human capital committee and $10,000 for the chair of the nominating and corporate governance committee; (iii) an annual cash retainer of $10,000 for other members of the audit committee, $7,500 for other members of the compensation and human capital committee and $5,000 for other members of the nominating and corporate governance committee; (iv) an additional annual cash retainer of $30,000 for serving as Lead Director, (v) a one-time initial equity award with a grant date fair value equal to $190,000 to be granted once a Form S-8 has been filed with respect to the Incentive Plan and (vi) thereafter an annual equity award with a target grant date fair value of $190,000 with newly elected directors being eligible for a pro-rated award. Each equity award described above will vest in full on the earlier of the first anniversary of the grant date or the next annual meeting of stockholders, subject to continued service, or in such other circumstances as set forth in the applicable award agreement.

Reference is made to the disclosure described in the Proxy in the section titled "*New Sharecare Management After the Business Combination*" beginning on page 227 for biographical information about each of the directors and executive officers following the Transactions (other than Dr. Mallett and Messrs. Allred and Daniel), which is incorporated herein by reference. Biographical information about Dr. Mallett and Messrs. Allred and Daniel is set forth below:

Jeffrey Allred

Mr. Allred is a partner at the law firm of Nelson Mullins Riley & Scarborough LLP ("Nelson Mullins"), where he serves as the firmwide Chair of the Corporate Practice Group. Prior to joining Nelson Mullins in April 2008, he was CEO of Griffeon Group LLC, a strategic advisory firm, from January 2007 to March 2008. Prior to that, Mr. Allred was at Premiere Global Services, Inc. (NYSE: PGI), a publicly traded global communications technology and services company, from July 1997 to December 2006. At Premiere, he served in various executive roles, including Executive Vice President—Strategic Development and Finance, Chief Investment Officer, and President and Chief Operating Officer, and as a member of the company's Board of Directors. Mr. Allred serves as a director and member of the investment committee of the Kenan-Flagler Private Equity Funds. He has also served on the board of trustees, advisors and capital committees of numerous educational institutions and non-profit organizations, including as the Chairman of the Board of Visitors of the University of North Carolina at Chapel Hill and the Chairman of the Board of Advisors of the Kenan-Flagler Business School. Mr. Allred received his B.A. with Highest Honors in Political Science, his M.B.A. and his J.D. with Honors, from the University of North Carolina at Chapel Hill.

Dr. Veronica Mallett

Dr. Mallett is the President and Chief Executive Officer of Meharry Medical College Ventures, a wholly-owned subsidiary of Meharry Medical College ("MMC"). She has held this position since April 2021. In addition, Dr. Mallett also serves as the Executive Director for the Center for Women's Health Research. For the prior three years she served as the Senior Vice President of Health Affairs and Dean at Meharry Medical College School of Medicine, a position she has held since March 2020. As a leader, clinician, educator, and researcher, Dr. Mallett has authored over 100 articles, book chapters and abstracts combined. Dr. Mallett has served on the Faculty of Northwestern University, Wayne State University ("WSU"), University of Tennessee Health Science Center, Texas Tech Health Science Center El Paso ("Texas Tech"), holding leadership positions in each of these schools. She has over twenty years of leadership experience, as Fellowship Director and Residency Program Director at WSU, Director of Healthcare Excellence and Department Chair both at the University of Tennessee Memphis and Texas Tech where she served as founding Chair of the department of Obstetrics and Gynecology and Practice Plan Director from February 2011 to February 2017. She served as SVP and Dean of MMC School of Medicine for three years from March 2017 to March 2020, where she ran all clinical operations for the college.

Dr. Mallett attended Barnard College, Columbia University followed by medical school at Michigan State University, College of Human Medicine. Following medical school, she completed residency in Obstetrics and Gynecology and Fellowship in Urological Gynecology, now a board-certified subspecialty of Ob/Gyn, called Female Pelvic Medicine and Reconstructive Pelvic Surgery, at WSU in Detroit. She completed a Research and Surgical Fellowship in Electrophysiology of the Pelvic Floor/Reconstructive Surgery at St. Mary's Hospital, Manchester, England. She is board certified in both Obstetrics and Gynecology and Female Pelvic Medicine and Reconstructive Pelvic Surgery. She has a master's degree in Medical Management from Carnegie Mellon in Pittsburgh.

Colin Daniel

Mr. Daniel has served as the executive vice president of accounting and human resources at Legacy Sharecare since its inception in 2012. In this role, Mr. Daniel oversees various accounting, financial and operational roles across the company. Prior to joining Legacy Sharecare, Mr. Daniel was the chief financial officer of HowStuffWorks.com from March 2002, until its sale to Discovery Communications in 2007. Mr. Daniel has over 20 years of experience in similar roles with digital media companies and has also served as principal in a regional business services and CPA firm where he focused on tax and private equity advice. Additionally, Mr. Daniel also serves as the Treasurer and Secretary of the Sharecare Foundation, a position he has held since May 2017. Mr. Daniel holds a CPA license and received his bachelor's degree in Finance from the University of Georgia.

The information set forth under Item 1.01. under the captions "*Indemnification Agreement*" and "*Sharecare, Inc. 2021 Omnibus Incentive Plan*" of this Current Report on Form 8-K is incorporated herein by reference.

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

The disclosure set forth in Item 3.03 of this Current Report on Form 8-K is incorporated in this Item 5.03 by reference.

Item 5.06. Change in Shell Company Status.

As a result of the Business Combination, which fulfilled the definition of an "initial business combination" as required by FCAC's organizational documents, New Sharecare ceased to be a shell company upon the closing of the Business Combination. The material terms of the Business Combination are described in the sections titled "*The Business Combination Proposal*" and "*The Merger Agreement*" beginning on pages 86 and 106, respectively, of the Proxy, and are incorporated herein by reference.

Item 8.01. Other Events.

In connection with the consummation of the Business Combination, all outstanding shares of FCAC's Class A common stock (including all of the outstanding shares of FCAC's Class B common stock which were converted into shares of FCAC's Class A common stock in connection with the Closing) were exchanged on a one-for-one basis for shares of New Sharecare Common Stock, and FCAC's outstanding warrants were assumed by New Sharecare and became exercisable for shares of New Sharecare Common Stock on the same terms as were contained in such warrants prior to the Business Combination.

By operation of Rule 12g-3(a) under the Exchange Act, New Sharecare is the successor issuer to FCAC and has succeeded to the attributes of FCAC as the registrant, including FCAC's SEC file number (001-39535) and CIK Code (0001816233). New Sharecare's Common Stock and public warrants are deemed to be registered under Section 12(b) of the Exchange Act, and New Sharecare will hereafter file reports and other information with the SEC using FCAC's SEC file number (001-39535).

New Sharecare's Common Stock and public warrants are listed for trading on Nasdaq under the symbols "SHCR" and "SHCRW," respectively, and the CUSIP numbers relating to the Common Stock and public warrants are 81948W 104 and 81948W 112, respectively.

Holders of uncertificated shares of FCAC's Class A common stock immediately prior to the Business Combination have continued as holders of shares of uncertificated shares of New Sharecare Common Stock.

Holders of FCAC's shares who have filed reports under the Exchange Act with respect to those shares should indicate in their next filing, or any amendment to a prior filing, filed on or after the Closing Date that New Sharecare is the successor to FCAC.

On July 1, 2021, New Sharecare issued a press release announcing the consummation of the Business Combination. A copy of the press release is attached hereto as Exhibit 99.2 and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

The financial statements of Legacy Sharecare for the years ended December 31, 2020, 2019 and 2018, the related notes and report of independent registered public accounting firm thereto are set forth in the Proxy beginning on page F-59 and are incorporated herein by reference. The financial statements of Legacy Sharecare as of March 31, 2021 and 2020 and the related notes thereto are set forth in the Proxy beginning on page F-40 and are incorporated herein by reference.

The financial statements of FCAC as of March 31, 2021, and the related notes thereto are set forth in the Proxy beginning on page F-2 and are incorporated herein by reference. The financial statements of FCAC for the period from June 5, 2020 (date of inception) through December 31, 2020, and the related notes and report of independent registered public accounting firm thereto are set forth in the Proxy beginning on page F-20 and are incorporated herein by reference.

The financial statements of doc.ai for the years ended December 31, 2020 and 2019, the related notes and report of independent registered public accounting firm thereto are set forth in the Proxy beginning on page F-94 and are incorporated herein by reference.

(b) Pro forma financial information.

Certain pro forma financial information of New Sharecare is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

(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. (incorporated by reference to Exhibit 2.1 of FCAC's Current Report on Form 8-K, filed with the SEC on February 12, 2021).
2.2†	Agreement and Plan of Merger, dated as of January 25, 2021, by and among doc.ai Incorporated, Sharecare, Inc., Project Delta Merger Sub I, Inc., Project Delta Merger Sub II, Inc., Walter De Brouwer and Fortis Advisors LLC, as the stockholders' agent (incorporated by reference to Exhibit 2.2 of Amendment No. 1 to FCAC's Registration Statement on Form S-4, filed with the SEC on April 9, 2021).
3.1	Fourth Amended and Restated Certificate of Incorporation of Sharecare, Inc. (incorporated by reference to Exhibit 3.1 of Amendment No. 1 to FCAC's Registration Statement on Form 8-A, filed with the SEC on July 1, 2021).
3.2	Certificate of Designations for Series A Convertible Preferred Stock (incorporated by reference to Exhibit 3.2 of Amendment No. 1 to FCAC's Registration Statement on Form 8-A, filed with the SEC on July 1, 2021).
3.3	Amended and Restated Bylaws of Sharecare, Inc. (incorporated by reference to Exhibit 3.3 of Amendment No. 1 to FCAC's Registration Statement on Form 8-A, filed with the SEC on July 1, 2021).
4.1	Form of Specimen Common Stock Certificate of Sharecare, Inc. (incorporated by reference to Exhibit 4.1 of Amendment No. 1 to FCAC's Registration Statement on Form 8-A, filed with the SEC on July 1, 2021).
4.2	Warrant Agreement, dated as of September 21, 2020, between Falcon Capital Acquisition Corp. and Continental Stock Transfer & Trust Company (including Form of Warrant Certificate) (incorporated by reference to Exhibit 4.1 of FCAC's Current Report on Form 8-K filed with the SEC on September 24, 2020).
10.1	Sharecare, Inc. 2021 Omnibus Incentive Plan.
10.2	Form of Indemnification Agreement.
10.3†	Amended and Restated Registration Rights Agreement, dated as of July 1, 2021, by and among Falcon Capital Acquisition Corp., Sharecare, Inc. and certain stockholders named therein.
10.4†	Earnout Escrow Agreement, dated July 1, 2021, by and among Sharecare, Inc., Colin Daniel, solely in his capacity as stockholder representative, Falcon Equity Investors LLC and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 4.3 of Amendment No. 1 to FCAC's Registration Statement on Form 8-A, filed with the SEC on July 1, 2021).
10.5	Sponsor Agreement, dated as of February 12, 2021, by and between Falcon Equity Investors LLC and Sharecare, Inc. (incorporated by reference to Exhibit 10.5 of FCAC's Current Report on Form 8-K, filed with the SEC on February 12, 2021).

10.6	Letter Agreement, dated September 21, 2020, by and among Falcon Capital Acquisition Corp., its executive officers, its directors and Falcon Equity Investors LLC (incorporated by reference to Exhibit 10.5 of FCAC's Current Report on Form 8-K, filed with the SEC on September 24, 2020).
10.7	Form of Subscription Agreement, dated February 12, 2021, by and between Falcon Capital Acquisition Corp., and the undersigned subscriber party thereto (incorporated by reference to Exhibit 10.1 of FCAC's Current Report on Form 8-K, filed with the SEC on February 12, 2021).
10.8†	Credit Agreement, dated as of March 9, 2017, by and among Wells Fargo Bank, National Association, as Administrative Agent, the Lenders party thereto from time to time, and Sharecare, Inc. and certain subsidiaries of Sharecare, Inc., as Borrowers (incorporated by reference to Exhibit 10.1 of Amendment No. 3 to FCAC's Registration Statement on Form S-4, filed with the SEC on May 26, 2021).
10.9†	Amendment Number One to Credit Agreement, dated as of May 11, 2017, relating to Credit Agreement, dated as of March 9, 2017, by and among Wells Fargo Bank, National Association, as Administrative Agent, the Lenders party thereto from time to time, and Sharecare, Inc. and certain subsidiaries of Sharecare, Inc., as Borrowers (incorporated by reference to Exhibit 10.2 of Amendment No. 3 to FCAC's Registration Statement on Form S-4, filed with the SEC on May 26, 2021).
10.10	Amendment Number Two to Credit Agreement, dated as of June 11, 2018, relating to Credit Agreement, dated as of March 9, 2017, by and among Wells Fargo Bank, National Association, as Administrative Agent, the Lenders party thereto from time to time, and Sharecare, Inc. and certain subsidiaries of Sharecare, Inc., as Borrowers (incorporated by reference to Exhibit 10.3 of Amendment No. 3 to FCAC's Registration Statement on Form S-4, filed with the SEC on May 26, 2021).
10.11†	Amendment Number Three to Credit Agreement, dated as of February 12, 2020, relating to Credit Agreement, dated as of March 9, 2017, by and among Wells Fargo Bank, National Association, as Administrative Agent, the Lenders party thereto from time to time, and Sharecare, Inc. and certain subsidiaries of Sharecare, Inc., as Borrowers (incorporated by reference to Exhibit 10.4 of Amendment No. 3 to FCAC's Registration Statement on Form S-4, filed with the SEC on May 26, 2021).
10.12†	Amendment Number Four to Credit Agreement, dated as of May 4, 2020, relating to Credit Agreement, dated as of March 9, 2017, by and among Wells Fargo Bank, National Association, as Administrative Agent, the Lenders party thereto from time to time, and Sharecare, Inc. and certain subsidiaries of Sharecare, Inc., as Borrowers (incorporated by reference to Exhibit 10.5 of Amendment No. 3 to FCAC's Registration Statement on Form S-4, filed with the SEC on May 26, 2021).
10.13†	Amendment Number Five to Credit Agreement, dated as of February 22, 2021, relating to Credit Agreement, dated as of March 9, 2017, by and among Wells Fargo Bank, National Association, as Administrative Agent, the Lenders party thereto from time to time, and Sharecare, Inc. and certain subsidiaries of Sharecare, Inc., as Borrowers (incorporated by reference to Exhibit 10.6 of Amendment No. 3 to FCAC's Registration Statement on Form S-4, filed with the SEC on May 26, 2021).
10.14†	Amendment Number Six to Credit Agreement and Consent, dated as of July 1, 2021, relating to Credit Agreement, dated as of March 9, 2017, by and among Wells Fargo Bank, National Association, as Administrative Agent, the Lenders party thereto from time to time, and Sharecare, Inc. and certain subsidiaries of Sharecare, Inc., as Borrowers.
16.1	Letter from Withum Smith+Brown, PC to the SEC, dated July 8, 2021.
21.1	List of Subsidiaries.
99.1	Unaudited Pro Forma Condensed Combined Financial Information.
99.2	Press Release, dated July 1, 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.

SIGNATURE

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.

SHARECARE, INC.

Date: July 8, 2021

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

SHARECARE, INC.

2021 OMNIBUS INCENTIVE PLAN

1. ESTABLISHMENT OF THE PLAN

Sharecare, Inc., a Delaware corporation (the "Company"), hereby establishes this incentive compensation plan to be known as the "Sharecare, Inc. 2021 Omnibus Incentive Plan," as amended from time to time (the "Plan"). Exhibit A, which is incorporated by reference, defines certain terms used in the Plan and includes certain operational rules related to those terms.

2. PURPOSE

The purpose of the Plan is to provide a means through which the Company and its affiliates may attract and retain key personnel and to provide a means whereby certain directors, officers, employees, consultants and advisors (and certain prospective directors, officers, employees, consultants, and advisors) of the Company and its affiliates can acquire and maintain an equity interest in the Company, or be paid incentive compensation, which may be measured by reference to the value of the shares of Stock, thereby strengthening their commitment to the welfare of the Company and its affiliates and aligning their interests with those of the Company's stockholders. The Plan has been established to advance the interests of the Company by providing for the grant to Participants of Stock and Stock-based Awards. The Plan was adopted by the Board of Directors of the Company on June 29, 2021. The Plan shall become and is effective as of the Effective Date.

3. ADMINISTRATION

The Plan will be administered by the Administrator. The Administrator has discretionary authority, subject only to the express provisions of the Plan, to administer and interpret the Plan and any Awards; to determine eligibility for and grant Awards; to determine the exercise price, base value from which appreciation is measured, or purchase price, if any, applicable to any Award, to determine, modify, accelerate or waive the terms and conditions of any Award; to determine the form of settlement of Awards (whether in cash, shares of Stock, other Awards or other property); to prescribe forms, rules and procedures relating to the Plan and Awards; and to otherwise do all things necessary or desirable to carry out the purposes of the Plan or any Award. Determinations of the Administrator made with respect to the Plan or any Award are conclusive and bind all persons.

4. LIMITS ON AWARDS UNDER THE PLAN

(a) **Number of Shares**. Subject to adjustment as provided in Section 7(b), the maximum number of shares of Stock that may be delivered in satisfaction of Awards under the Plan as of the Effective Date is (i) 47,432,179 shares, plus (ii) the number of shares of Stock underlying awards under the Prior Plans that on or after the Effective Date expire or become unexercisable, or are forfeited, cancelled or otherwise terminated, in each case, without delivery of shares or cash therefor (in the case of this subclause (ii), not to exceed 113,884,959 shares of Stock in the aggregate). In addition, subject to adjustment as provided in Section 7(b), such maximum number of shares of Stock will automatically increase on January 1st of each year for a period of ten years commencing on January 1, 2022 and ending on (and including) January 1, 2031, in an amount equal to 5%) of the total number of shares of Stock outstanding on December 31st of the preceding year; provided, however that the Board may act prior to January 1st of a given year to provide that the increase for such year will be a lesser number of shares of Stock. Up to 47,432,179 shares of Stock from the Share Pool may be delivered in satisfaction of ISOs, but nothing in this Section 4(a) will be construed as requiring that any, or any fixed number of, ISOs be awarded under the Plan. For purposes of this Section 4(a), the number of shares of Stock delivered in satisfaction of Awards will be determined (i) by reducing the Share Pool by the number of shares of Stock withheld by the Company in payment of the exercise price or purchase price of an Award or in satisfaction of tax withholding requirements with respect to an Award, (ii) by reducing the Share Pool by the full number of shares covered by a SAR any portion of which is settled in Stock (and not only the number of shares of Stock delivered in settlement of a SAR), and (iii) by increasing the Share Pool by any shares of Stock underlying any portion of an Award that is settled in cash or that expires, becomes unexercisable, terminates or is forfeited to or repurchased by the Company without the issuance of Stock (or retention, in the case of Restricted Stock or Unrestricted Stock). For the avoidance of doubt, the Share Pool will not be increased by any shares of Stock delivered under the Plan that are subsequently repurchased using proceeds directly attributable to Stock Option exercises. The limits set forth in this Section 4(a) will be construed to comply with any applicable requirements of Section 422.

(b) **Substitute Awards**. The Administrator may grant Substitute Awards under the Plan. To the extent consistent with the requirements of Section 422 and the regulations thereunder and other applicable legal requirements (including applicable stock exchange requirements), shares of Stock delivered in respect of Substitute Awards will be in addition to and will not reduce the Share Pool. Notwithstanding the foregoing or anything in Section 4(a) to the contrary, if any Substitute Award is settled in cash or expires, becomes unexercisable, terminates or is forfeited to or repurchased by the Company without the delivery (or retention, in the case of Restricted Stock or Unrestricted Stock) of Stock, the shares of Stock previously subject to such Award will not increase the Share Pool or otherwise be available for future issuance under the Plan. The Administrator will determine the extent to which the terms and conditions of the Plan apply to Substitute Awards, if at all, *provided, however*, that Substitute Awards will not be subject to the limit described in Section 4(d) below.

(c) **Type of Shares**. Stock delivered by the Company under the Plan may be authorized but unissued Stock, treasury Stock or previously issued Stock acquired by the Company. No fractional shares of Stock will be delivered under the Plan.

(d) **Director Limits**. The maximum aggregate value of all compensation granted or paid to any Director with respect to any calendar year, including Awards granted under the Plan and cash fees or other compensation paid by the Company to such Director outside of the Plan, in each case, for services as a Director during such calendar year, may not exceed $750,000 in the aggregate, calculating the value of any Awards based on the grant date fair value in accordance with the Accounting Rules and assuming maximum payout levels.

5. ELIGIBILITY AND PARTICIPATION

The Administrator will select Participants from among Employees and Directors of, and consultants and advisors to, the Company and its subsidiaries. Eligibility for ISOs is limited to individuals described in the first sentence of this Section 5 who are employees of the Company or of a "parent corporation" or "subsidiary corporation" of the Company as those terms are defined in Section 424 of the Code. Eligibility for Stock Options, other than ISOs, and SARs is limited to individuals described in the first sentence of this Section 5 who are providing direct services on the date of grant of the Award to the Company or to a subsidiary of the Company that would be described in the first sentence of Section 1.409A-1(b)(5)(iii)(E) of the Treasury Regulations. Consultants and advisors to the Company and its subsidiaries shall be eligible for Awards, provided that they may be offered securities pursuant to the Form S-8 under the Securities Act of 1933, as amended.

6. RULES APPLICABLE TO AWARDS

(a) All Awards.

(1) **Award Provisions**. The Administrator will determine the terms and conditions of all Awards, subject to the limitations provided herein. No term of an Award shall provide for automatic "reload" grants of additional Awards upon the exercise of an Option or SAR. By accepting (or, under such rules as the Administrator may prescribe, being deemed to have accepted) an Award, the Participant will be deemed to have agreed to the terms and conditions of the Award and the Plan. Notwithstanding any provision of the Plan to the contrary, Substitute Awards may contain terms and conditions that are inconsistent with the terms and conditions specified herein, as determined by the Administrator.

(2) **Term of Plan**. The Plan shall remain in effect, subject to the right of the Board or the Compensation Committee to amend or terminate the Plan at any time, until the earlier of (a) the earliest date as of which all Awards granted under the Plan have been satisfied in full or terminated and no shares of Stock approved for issuance under the Plan remain available to be granted under new Awards or (b) ten years after the earlier of the date on which the Plan was approved by the Board and the date on which the Plan was approved by the stockholders of the Company. No Awards may be made after such termination date, but previously granted Awards may remain in effect until such Awards have been satisfied or terminated in accordance with the Plan and the terms of such Awards.

(3) **Transferability**. Neither ISOs nor, except as the Administrator otherwise expressly provides in accordance with the third sentence of this Section 6(a)(3), other Awards may be transferred other than by will or by the laws of descent and distribution. During a Participant's lifetime, ISOs and, except as the Administrator otherwise expressly provides in accordance with the third sentence of this Section 6(a)(3), SARs and NSOs may be exercised only by the Participant. The Administrator may permit the gratuitous transfer (*i.e.*, transfer not for value) of Awards other than ISOs, subject to applicable securities and other laws and such terms and conditions as the Administrator may determine.

(4) **Vesting; Exercisability**. The Administrator will determine the time or times at which an Award vests or becomes exercisable and the terms and conditions on which a Stock Option or SAR remains exercisable. Without limiting the foregoing, the Administrator may at any time accelerate the vesting and/or exercisability of an Award (or any portion thereof), regardless of any adverse or potentially adverse tax or other consequences resulting from such acceleration. Unless the Administrator expressly provides otherwise, however, the following rules will apply if a Participant's Employment ceases:

(A) Except as provided in (B) and (C) below, immediately upon the cessation of the Participant's Employment each Stock Option and SAR (or portion thereof) that is then held by the Participant or by the Participant's permitted transferees, if any, will cease to be exercisable and will terminate and each other Award that is then held by the Participant or by the Participant's permitted transferees, if any, to the extent not then vested will be forfeited.

(B) Subject to (C) and (D) below, each Stock Option and SAR (or portion thereof) held by the Participant or the Participant's permitted transferees, if any, immediately prior to the cessation of the Participant's Employment, to the extent then vested and exercisable, will remain exercisable for the lesser of (i) a period of three months following such cessation of Employment or (ii) the period ending on the latest date on which such Stock Option or SAR could have been exercised without regard to this Section 6(a)(4), and will thereupon immediately terminate.

(C) Subject to (D) below, each Stock Option and SAR (or portion thereof) held by a Participant or the Participant's permitted transferees, if any, immediately prior to the cessation of the Participant's Employment due to death or by the Company due to Disability, to the extent then vested and exercisable, will remain exercisable for the lesser of (i) the one-year period ending on the first anniversary of such cessation of Employment or (ii) the period ending on the latest date on which such Stock Option or SAR could have been exercised without regard to this Section 6(a)(4), and will thereupon immediately terminate.

(D) All Awards (whether or not vested or exercisable) held by a Participant or the Participant's permitted transferees, if any, immediately prior to the cessation of the Participant's Employment will immediately terminate upon such cessation of Employment if the termination is for Cause or occurs in circumstances that in the determination of the Administrator would have constituted grounds for the Participant's Employment to be terminated for Cause (in each case, without regard to the lapsing of any required notice or cure periods in connection therewith).

(5) **Recovery of Compensation**. The Administrator may provide in any case that any outstanding Award (whether or not vested or exercisable), the proceeds from the exercise or disposition of any Award or Stock acquired under any Award, and any other amounts received in respect of any Award or Stock acquired under any Award will be subject to forfeiture and disgorgement to the Company, with interest and other related earnings, if the Participant to whom the Award was granted is not in compliance with any provision of the Plan or any applicable Award, or any non-competition, non-solicitation, no-hire, non-disparagement, confidentiality, invention assignment, or other restrictive covenant by which the Participant is bound. Each Award will be subject to any policy of the Company or any of its subsidiaries that relates to trading on non-public information and permitted transactions with respect to shares of Stock, including limitations on hedging and pledging. In addition, each Award will be subject to any policy of the Company or any of its affiliates that provides for forfeiture, disgorgement, or clawback with respect to incentive compensation that includes Awards under the Plan and will be further subject to forfeiture and disgorgement to the extent required by law or applicable stock exchange listing standards, including, without limitation, Section 10D of the Exchange Act. Each Participant, by accepting or being deemed to have accepted an Award under the Plan, agrees (or will be deemed to have agreed) to the terms of this Section 6(a)(5) and any clawback, recoupment or similar policy of the Company or any of its subsidiaries and further agrees (or will be deemed to have further agreed) to cooperate fully with the Administrator, and to cause any and all permitted transferees of the Participant to cooperate fully with the Administrator, to effectuate any forfeiture or disgorgement described in this Section 6(a)(5). Neither the Administrator nor the Company nor any other person, other than the Participant and the Participant's permitted transferees, if any, will be responsible for any adverse tax or other consequences to a Participant or the Participant's permitted transferees, if any, that may arise in connection with this Section 6(a)(5).

(6) **Taxes**. The grant of an Award and the issuance, delivery, vesting and retention of Stock, cash or other property under an Award are conditioned upon the full satisfaction by the Participant of all tax and other withholding requirements with respect to the Award. The Administrator will prescribe rules for the withholding of taxes and other amounts with respect to any Award as it deems necessary. Without limitation to the foregoing, the Company or any parent or subsidiary of the Company will have the authority and the right to deduct or withhold (by any means set forth herein or in an Award agreement), or require a Participant to remit to the Company or a parent or subsidiary of the Company, an amount sufficient to satisfy all U.S. and non-U.S. federal, state and local income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to participation in the Plan and any Award hereunder and legally applicable to the Participant and required by law to be withheld (including, any amount deemed by the Company, in its discretion, to be an appropriate charge to the Participant even if legally applicable to the Company or any parent or subsidiary of the Company). The Administrator, in its sole discretion, may hold back shares of Stock from an Award or permit a Participant to tender previously-owned shares of Stock in satisfaction of tax or other withholding requirements (but not in excess of the maximum withholding amount consistent with the Award being subject to equity accounting treatment under the Accounting Rules). Any amounts withheld pursuant to this Section 6(a)(6) will be treated as though such amounts had been made directly to the Participant. In addition, the Company may, to the extent permitted by law, deduct any such tax and other withholding amounts from any payment of any kind otherwise due to a Participant from the Company or any parent or subsidiary of the Company.

(7) **Dividends; Dividend Equivalents**. The Administrator may provide for the payment of amounts (on terms and subject to such restrictions and conditions established by the Administrator) in lieu of cash dividends or other cash distributions with respect to Stock subject to an Award whether or not the holder of such Award is otherwise entitled to share in the actual dividend or distribution in respect of such Award; *provided*, *however*, that (a) dividends or dividend equivalents relating to an Award that, at the dividend payment date, remains subject to a risk of forfeiture (whether service-based or performance-based) shall be subject to the same risk of forfeiture as applies to the underlying Award and (b) no dividends or dividend equivalents shall be payable with respect to Stock Options or SARs. Any entitlement to dividend equivalents or similar entitlements will be established and administered either consistent with an exemption from, or in compliance with, the applicable requirements of Section 409A.

(8) **Rights Limited**. Nothing in the Plan or any Award will be construed as giving any person the right to be granted an Award or to continued employment or service with the Company or any of its subsidiaries, or any rights as a stockholder except as to shares of Stock actually delivered under the Plan. The loss of existing or potential profit in any Award will not constitute an element of damages in the event of a termination of a Participant's Employment for any reason, even if the termination is in violation of an obligation of the Company or any of its subsidiaries to the Participant.

(9) **Coordination with Other Plans**. Shares of Stock and/or Awards under the Plan may be granted in tandem with, or in satisfaction of or substitution for, other Awards under the Plan or awards made under other compensatory plans or programs of the Company or any of its subsidiaries. For example, but without limiting the generality of the foregoing, awards under other compensatory plans or programs of the Company or any of its subsidiaries may be settled in Stock (including, without limitation, Unrestricted Stock) under the Plan if the Administrator so determines, in which case the shares delivered will be treated as awarded under the Plan (and will reduce the Share Pool).

(10) **Section 409A**.

(A) Without limiting the generality of Section 11(b) hereof, each Award will contain such terms as the Administrator determines and will be construed and administered such that the Award either qualifies for an exemption from the requirements of Section 409A or satisfies such requirements.

(B) Notwithstanding anything to the contrary in the Plan or any Award agreement, the Administrator may unilaterally amend, modify or terminate the Plan or any outstanding Award, including but not limited to changing the form of the Award, if the Administrator determines that such amendment, modification or termination is necessary or desirable to avoid the imposition of an additional tax, interest or penalty under Section 409A.

(C) If a Participant is determined on the date of the Participant's "separation from service," as defined in Section 409A(a)(2)(A)(i) of the Code, from the Company to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code with respect to the Company, then, with regard to any payment that is considered nonqualified deferred compensation under and subject to Section 409A and that is payable on account of the Participant's "separation from service", such payment will be made or provided on the date that is the earlier of (i) the first business day following the expiration of the six-month period measured from the date of such "separation from service" and (ii) the date of the Participant's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 6(a)(10)(C) (whether they would have otherwise been payable in a single lump sum or in installments in the absence of such delay) will be paid, without interest, on the first business day following the expiration of the Delay Period in a lump sum and any remaining payments due under the Award will be paid in accordance with the normal payment dates specified for them in the applicable Award agreement.

(D) For purposes of Section 409A, each payment in a series of payments made under the Plan or any Award will be treated as a separate payment.

(E) With regard to any payment considered to be nonqualified deferred compensation under Section 409A, to the extent applicable, that is payable upon a change in control of the Company or other similar event, to the extent required to avoid the imposition of an additional tax, interest or penalty under Section 409A, no amount will be payable unless such change in control constitutes a "change in control event" within the meaning of Section 1.409A-3(i)(5) of the Treasury Regulations.

(b) Stock Options and SARs.

(1) **Time and Manner of Exercise**. Unless the Administrator expressly provides otherwise, no Stock Option or SAR will be deemed to have been exercised until the Administrator receives a notice of exercise in a form acceptable to the Administrator that is signed by the appropriate person and accompanied by any payment required under the Award. The Administrator may limit or restrict the exercisability of any Stock Option or SAR in its discretion, including in connection with any Covered Transaction. Any attempt to exercise a Stock Option or SAR by any person other than the Participant will not be given effect unless the Administrator has received such evidence as it may require that the person exercising the Award has the right to do so.

(2) **Exercise Price**. The exercise price (or the base value from which appreciation is to be measured) per share of each Award requiring exercise must be no less than 100% (in the case of an ISO granted to a 10-percent stockholder within the meaning of Section 422(b)(6) of the Code, 110%) of the Fair Market Value of a share of Stock, determined as of the date of grant of the Award, or such higher amount as the Administrator may determine in connection with the grant.

(3) **Payment of Exercise Price**. Where the exercise of an Award (or portion thereof) is to be accompanied by a payment, payment of the exercise price must be made by cash or check acceptable to the Administrator or, if so permitted by the Administrator and if legally permissible, (i) through the delivery of previously acquired unrestricted shares of Stock, or the withholding of unrestricted shares of Stock otherwise deliverable upon exercise, in either case that have a Fair Market Value equal to the exercise price; (ii) through a broker-assisted cashless exercise program acceptable to the Administrator; (iii) by other means acceptable to the Administrator; or (iv) by any combination of the foregoing permissible forms of payment. The delivery of previously acquired shares in payment of the exercise price under clause (i) above may be accomplished either by actual delivery or by constructive delivery through attestation of ownership, subject to such rules as the Administrator may prescribe.

(4) **Maximum Term**. The maximum term of Stock Options and SARs must not exceed 10 years from the date of grant (or five years from the date of grant in the case of an ISO granted to a 10-percent stockholder described in Section 6(b)(2) above).

(5) **No Repricing**. Except in connection with a corporate transaction involving the Company (which term includes, without limitation, any stock dividend, stock split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination or exchange of shares) or as otherwise contemplated by Section 7 below, the Company may not, without obtaining stockholder approval, (A) amend the terms of outstanding Stock Options or SARs to reduce the exercise price or base value of such Stock Options or SARs, (B) cancel outstanding Stock Options or SARs in exchange for Stock Options or SARs that have an exercise price or base value that is less than the exercise price or base value of the original Stock Options or SARs, or (C) cancel outstanding Stock Options or SARs that have an exercise price or base value greater than the Fair Market Value of a share of Stock on the date of such cancellation in exchange for cash or other consideration.

(6) **$100,000 Per Year Limitation for ISOs.** To the extent the aggregate Fair Market Value (determined as of the date of grant) of Stock for which ISOs are exercisable for the first time by any Participant during any calendar year (under all plans of the Company) exceeds $100,000, such excess ISOs shall be treated as NSOs.

7. EFFECT OF CERTAIN TRANSACTIONS

(a) **Mergers, *etc***. Except as otherwise expressly provided in an Award agreement or other agreement or by the Administrator, the following provisions will apply in the event of a Covered Transaction:

(1) **Assumption or Substitution**. If the Covered Transaction is one in which there is an acquiring or surviving entity, the Administrator may provide for (A) the assumption or continuation of some or all outstanding Awards or any portion thereof or (B) the grant of new awards in substitution therefor by the acquiror or survivor or an affiliate of the acquiror or survivor.

(2) **Cash-Out of Awards**. Subject to Section 7(a)(5) below, the Administrator may provide for payment (a "cash-out"), with respect to some or all Awards or any portion thereof (including only the vested portion thereof, with the unvested portion terminating as provided in subsection 7(a)(4) below), equal in the case of each applicable Award or portion thereof to the excess, if any, of (A) the Fair Market Value of one share of Stock multiplied by the number of shares of Stock subject to the Award or such portion, minus (B) the aggregate exercise or purchase price, if any, of such Award or such portion thereof (or, in the case of a SAR, the aggregate base value above which appreciation is measured), in each case on such payment and other terms and subject to such conditions (which need not be the same as the terms and conditions applicable to holders of Stock generally), as the Administrator determines, including that any amounts paid in respect of such Award in connection with the Covered Transaction be placed in escrow or otherwise made subject to such restrictions as the Administrator deems appropriate. For the avoidance of doubt, if the per share exercise or purchase price (or base value) of an Award or portion thereof is equal to or greater than the Fair Market Value of one share of Stock, such Award or portion may be cancelled with no payment due hereunder or otherwise in respect thereof.

(3) **Acceleration of Certain Awards**. Subject to Section 7(a)(5) below, the Administrator may provide that any Award requiring exercise will become exercisable, in full or in part, and/or that the delivery of any shares of Stock remaining deliverable under any outstanding Award of Stock Units (including Restricted Stock Units and Performance Awards to the extent consisting of Stock Units) will be accelerated, in full or in part, in each case on a basis that gives the holder of the Award a reasonable opportunity, as determined by the Administrator, following the exercise of the Award or the delivery of the shares, as the case may be, to participate as a stockholder in the Covered Transaction.

(4) **Termination of Awards upon Consummation of Covered Transaction**. Except as the Administrator may otherwise determine, each Award will automatically terminate (and in the case of outstanding shares of Restricted Stock, will automatically be forfeited) immediately upon the consummation of the Covered Transaction, other than (A) any Award that is assumed, continued or substituted for pursuant to Section 7(a)(1) above, and (B) any Award that by its terms, or as a result of action taken by the Administrator, continues following the Covered Transaction.

(5) **Additional Limitations**. Any share of Stock and any cash or other property or other award delivered pursuant to Section 7(a)(1), Section 7(a)(2) or Section 7(a)(3) above with respect to an Award may, in the discretion of the Administrator, contain such restrictions, if any, as the Administrator deems appropriate, including to reflect any performance or other vesting conditions to which the Award was subject and that did not lapse (and were not satisfied) in connection with the Covered Transaction. For purposes of the immediately preceding sentence, a cash-out under Section 7(a)(2) above or an acceleration under Section 7(a)(3) above will not, in and of itself, be treated as the lapsing (or satisfaction) of a performance or other vesting condition. In the case of Restricted Stock that does not vest and is not forfeited in connection with the Covered Transaction, the Administrator may require that any amounts delivered, exchanged or otherwise paid in respect of such Stock in connection with the Covered Transaction be placed in escrow or otherwise made subject to such restrictions as the Administrator deems appropriate to carry out the intent of the Plan.

(6) **Uniform Treatment**. For the avoidance of doubt, the Administrator need not treat Participants or Awards (or portions thereof) in a uniform manner, and may treat different Participants and/or Awards differently, in connection with a Covered Transaction.

(b) Changes in and Distributions with Respect to Stock.

(1) **Basic Adjustment Provisions**. In the event of a stock dividend, stock split or combination of shares (including a reverse stock split), recapitalization, spin-off or other change in the Company's capital structure that constitutes an equity restructuring within the meaning of the Accounting Rules or in the case of an extraordinary cash dividend, the Administrator shall make appropriate adjustments to the Share Pool and to the limit described in Section 4(d), and shall make appropriate adjustments to the number and kind of shares of stock or securities underlying Awards then outstanding or subsequently granted, any exercise or purchase prices (or base values) relating to Awards and any other provision of Awards affected by such change.

(2) **Certain Other Adjustments**. The Administrator may also make adjustments of the type described in Section 7(b)(1) above to take into account distributions to stockholders other than those provided for in Sections 7(a) and 7(b)(1), or any other event, if the Administrator determines that adjustments are appropriate to avoid distortion in the operation of the Plan or any Award.

(3) **Continuing Application of Plan Terms**. References in the Plan to shares of Stock will be construed to include any stock or securities resulting from an adjustment pursuant to this Section 7.

8. LEGAL CONDITIONS ON DELIVERY OF STOCK

The Company will not be obligated to deliver any shares of Stock pursuant to the Plan or to remove any restriction from shares of Stock previously delivered under the Plan until: (i) the Company is satisfied that all legal matters in connection with the issuance and delivery of such shares have been addressed and resolved; (ii) if the outstanding Stock is at the time of delivery listed on any stock exchange or national market system, the shares to be delivered have been listed or authorized to be listed on such exchange or system upon official notice of issuance; and (iii) all conditions of the Award have been satisfied or waived. The Company may require, as a condition to the exercise of an Award or the delivery of shares of Stock under an Award, such representations or agreements as counsel for the Company may consider appropriate to avoid violation of the Securities Act of 1933, as amended, or any applicable state or non-U.S. securities law. Any Stock delivered under the Plan will be evidenced in such manner as the Administrator determines appropriate, including book-entry registration or delivery of stock certificates. In the event that the Administrator determines that stock certificates will be issued in connection with Stock issued under the Plan, the Administrator may require that such certificates bear an appropriate legend reflecting any restriction on transfer applicable to such Stock, and the Company may hold the certificates pending the lapse of the applicable restrictions.

9. AMENDMENT AND TERMINATION

The Administrator may at any time or times amend the Plan or any outstanding Award for any purpose which may at the time be permitted by applicable law, and may at any time terminate the Plan as to any future grants of Awards; *provided*, *however*, that except as otherwise expressly provided in the Plan or the applicable Award, the Administrator may not, without the Participant's consent, alter the terms of an Award so as to affect materially and adversely the Participant's rights under the Award, unless the Administrator expressly reserved the right to do so in the Plan or at the time the applicable Award was granted. Any amendments to the Plan will be conditioned upon stockholder approval only to the extent, if any, such approval is required by applicable law (including the Code) or stock exchange requirements, as determined by the Administrator. For the avoidance of doubt, without limiting the Administrator's rights hereunder, the following shall not be treated as an amendment requiring a Participant's consent: (i) adjustment to any Award pursuant to the terms of Section 7 or Section 12, (ii) any amendment that the Administrator deems necessary or desirable for the purpose of complying the Plan or an Award with changes in accounting standards or applicable laws, regulations or rules, including, but not limited to, Section 409A or (iii) any amendment that causes an ISO to become a NSO.

10. OTHER COMPENSATION ARRANGEMENTS

The existence of the Plan or the grant of any Award will not affect the right of the Company or any of its subsidiaries to grant any person bonuses or other compensation in addition to Awards under the Plan.

11. MISCELLANEOUS

(a) **Waiver of Jury Trial**. By accepting or being deemed to have accepted an Award under the Plan, each Participant waives (or will be deemed to have waived), to the maximum extent permitted under applicable law, any right to a trial by jury in any action, proceeding or counterclaim concerning any rights under the Plan or any Award, or under any amendment, waiver, consent, instrument, document or other agreement delivered or which in the future may be delivered in connection therewith, and agrees (or will be deemed to have agreed) that any such action, proceedings or counterclaim will be tried before a court and not before a jury. By accepting or being deemed to have accepted an Award under the Plan, each Participant certifies that no officer, representative, or attorney of the Company has represented, expressly or otherwise, that the Company would not, in the event of any action, proceeding or counterclaim, seek to enforce the foregoing waivers. Notwithstanding anything to the contrary in the Plan, nothing herein is to be construed as limiting the ability of the Company and a Participant to agree to submit any dispute arising under the terms of the Plan or any Award to binding arbitration or as limiting the ability of the Company to require any individual to agree to submit such disputes to binding arbitration as a condition of receiving an Award hereunder.

(b) **Limitation of Liability**. Notwithstanding anything to the contrary in the Plan or any Award, neither the Company, nor any of its subsidiaries, nor the Administrator, nor any person acting on behalf of the Company, any of its subsidiaries, or the Administrator, will be liable to any Participant, to any permitted transferee, to the estate or beneficiary of any Participant or any permitted transferee, or to any other person by reason of any acceleration of income, any additional tax, or any penalty, interest or other liability asserted by reason of the failure of an Award to satisfy the requirements of Section 422 or Section 409A or by reason of Section 4999 of the Code, or otherwise asserted with respect to any Award.

(c) **Unfunded Plan**. The Company's obligations under the Plan are unfunded, and no Participant will have any right to specific assets of the Company in respect of any Award. Participants will be general unsecured creditors of the Company with respect to any amounts due or payable under the Plan.

12. ESTABLISHMENT OF SUB-PLANS

The Administrator may at any time and from time to time (including before or after an Award is granted) establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the Plan for Participants based outside of the U.S. and/or subject to the laws of countries other than the U.S., including by establishing one or more sub-plans, supplements or appendices under the Plan or any Award agreement for the purpose of complying or facilitating compliance with non-U.S. laws or taking advantage of tax favorable treatment or for any other legal or administrative reason determined by the Administrator. Any such sub-plan, supplement or appendix may contain, in each case, (i) such limitations on the Administrator's discretion under the Plan and (ii) such additional or different terms and conditions, as the Administrator deems necessary or desirable and will be deemed to be part of the Plan but will apply only to Participants within the group to which the sub-plan, supplement or appendix applies (as determined by the Administrator); *provided*, *however*, that no sub-plan, supplement or appendix, rule or regulation established pursuant to this provision shall increase Share Pool.

13. GOVERNING LAW

(a) **Certain Requirements of Corporate Law**. Awards and shares of Stock will be granted, issued and administered consistent with the requirements of applicable Delaware law relating to the issuance of stock and the consideration to be received therefor, and with the applicable requirements of the stock exchanges or other trading systems on which the Stock is listed or entered for trading, in each case as determined by the Administrator.

(b) **Other Matters**. Except as otherwise provided by the express terms of an Award agreement, under a sub-plan described in Section 12 or as provided in Section 13(a) above, the domestic substantive laws of the State of Delaware govern the provisions of the Plan and of Awards under the Plan and all claims or disputes arising out of or based upon the Plan or any Award under the Plan or relating to the subject matter hereof or thereof without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

(c) **Jurisdiction**. Subject to Section 11(a) and except as may be expressly set forth in an Award agreement, by accepting (or being deemed to have accepted) an Award, each Participant agrees or will be deemed to have agreed to (i) submit irrevocably and unconditionally to the jurisdiction of the federal and state courts located within the geographic boundaries of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon the Plan or any Award; (ii) not commence any suit, action or other proceeding arising out of or based upon the Plan or any Award, except in the federal and state courts located within the geographic boundaries of the United States District Court for the District of Delaware; and (iii) waive, and not assert, by way of motion as a defense or otherwise, in any such suit, action or proceeding, any claim that the Participant is not subject personally to the jurisdiction of the above-named courts that the Participant's property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that the Plan or any Award or the subject matter thereof may not be enforced in or by such court.

EXHIBIT A

DEFINITION OF TERMS

The following terms, when used in the Plan, have the meanings and are subject to the provisions set forth below:

"**Accounting Rules**": Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor provision.

"**Administrator**": The Compensation Committee, except with respect to such matters that are not delegated to the Compensation Committee by the Board (whether pursuant to committee charter or otherwise). The Compensation Committee (or the Board, with respect to such matters over which it retains authority under the Plan or otherwise) may delegate (i) to one or more of its members (or one or more other members of the Board) such of its duties, powers and responsibilities as it may determine; (ii) to one or more officers of the Company the power to grant Awards to the extent permitted by Section 152 or 157(c) of the Delaware General Corporation Law; and (iii) to such Employees or other persons as it determines such ministerial tasks as it deems appropriate. For purposes of the Plan, the term "Administrator" will include the Board, the Compensation Committee, and the person or persons delegated authority under the Plan to the extent of such delegation, as applicable. With respect to any Award to which Section 16 of the Exchange Act applies, the Administrator shall consist of either the Board or a committee of the Board, which committee shall consist of two or more directors, each of whom is intended to be, to the extent required by Rule 16b-3 of the Exchange Act, a "non-employee director" as defined in Rule 16b-3 of the Exchange Act and an "independent director" to the extent required by the rules of the national securities exchange that is the principal trading market for the Stock; provided, that with respect to Awards made to a member of the Board who is not an employee of the Company, "Administrator" means the Board. Any member of the Administrator who does not meet the foregoing requirements shall abstain from any decision regarding an Award and shall not be considered a member of the Administrator to the extent required to comply with Rule 16b-3 of the Exchange Act.

"**Award**": Any or a combination of the following:

(i) Stock Options.

(ii) SARs.

(iii) Restricted Stock.

(iv) Unrestricted Stock.

(v) Stock Units, including Restricted Stock Units.

(vi) Performance Awards.

(vii) Awards (other than Awards described in (i) through (vii) above) that are convertible into or otherwise based on Stock.

"Board": The board of directors of the Company.

"Cause": In the case of any Participant who is party to an employment agreement, change of control, severance-benefit or similar agreement that contains a definition of "Cause," the definition set forth in such agreement applies with respect to such Participant for purposes of the Plan for so long as such agreement is in effect. In every other case, "Cause" means, as determined by the Administrator, termination of a Participant's employment or other service because of: (i) the Participant's being charged with a felony (or similar crime in a foreign jurisdiction) or crime of dishonesty or moral turpitude, (ii) insubordination, gross negligence or willful misconduct in the performance of the Participant's duties, (iii) illegal use of controlled substances during the performance of the Participant's duties or that adversely affects the reputation or best interests of the Company or any of its subsidiaries, (iv) the Participant's commission of fraud, embezzlement, misappropriation of funds, breach of fiduciary duty or a material act of dishonesty against the Company or any of its subsidiaries, (v) material breach by the Participant of any written employment, non-competition, non-solicitation, confidentiality or similar agreement with the Company or any of its subsidiaries, (vi) the Participant's material noncompliance with Company policy or code of conduct, (vii) the Participant's persistent neglect of duty or chronic unapproved absenteeism, (viii) the Participant's willful and deliberate failure in the performance of the Participant's duties in any material respect, in each case, as determined in good faith by the Compensation Committee in its sole discretion, or (ix) any other conduct by a Participant that could be expected to be harmful to the business, interests or reputation of the Company.

"**Closing Date**": means the date of the closing of the transactions contemplated by that certain Agreement and Plan of Merger, dated as of February 12, 2021, by and among Falcon Capital Acquisition Corp. and the other parties thereto.

"**Code**": The U.S. Internal Revenue Code of 1986, as from time to time amended and in effect, or any successor statute as from time to time in effect, including any applicable regulations and formal guidance issued thereunder.

"**Compensation Committee**": The compensation and human capital committee of the Board.

"**Covered Transaction**": Any of (i) a consolidation, merger or similar transaction or series of related transactions, including a sale or other disposition of stock, in which the Company is not the surviving corporation or which results in the acquisition of more than 50% of the Company's then outstanding common stock by a single Person or entity or by a group of Persons and/or entities acting in concert, (ii) a sale or transfer of all or substantially all the Company's assets, or (iii) a dissolution or liquidation of the Company. Where a Covered Transaction involves a tender offer that is reasonably expected to be followed by a merger described in clause (i) (as determined by the Administrator), the Covered Transaction will be deemed to have occurred upon consummation of the tender offer.

"**Director**": A member of the Board who is not an Employee.

"**Disability**": In the case of any Participant who is party to an employment, change of control, severance-benefit or similar agreement that contains a definition of "Disability" (or a corollary term), the definition set forth in such agreement applies with respect to such Participant for purposes of the Plan for so long as such agreement is in effect. In every other case, "Disability" means, as determined by the Administrator, absence from work due to a disability for a period in excess of 90 days in any 12-month period that would entitle the Participant to receive benefits under the Company's long-term disability program as in effect from time to time (if the Participant were a participant in such program).

"**Effective Date**": The later of the date the Plan was approved by the Company's stockholders or the Closing Date.

"**Employee**": Any person who is employed by the Company or any of its subsidiaries.

"**Employment**": A Participant's employment or other service relationship with the Company or any of its subsidiaries. Employment will be deemed to continue, unless the Administrator otherwise determines, so long as the Participant is employed by, or otherwise is providing services in a capacity described in Section 5 to, the Company or any of its subsidiaries. If a Participant's employment or other service relationship is with any subsidiary of the Company and that entity ceases to be a subsidiary of the Company, the Participant's Employment will be deemed to have terminated when the entity ceases to be a subsidiary of the Company unless the Participant transfers Employment to the Company or one of its remaining subsidiaries. Notwithstanding the foregoing, in construing the provisions of any Award relating to the payment of "nonqualified deferred compensation" (subject to Section 409A) upon a termination or cessation of Employment, references to termination or cessation of employment, separation from service, retirement or similar or correlative terms will be construed to require a "separation from service" (as that term is defined in Section 1.409A-1(h) of the Treasury Regulations, after giving effect to the presumptions contained therein) from the Company and from all other corporations and trades or businesses, if any, that would be treated as a single "service recipient" with the Company under Section 1.409A-1(h)(3) of the Treasury Regulations. The Company may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(h) of the Treasury Regulations for purposes of determining whether a "separation from service" has occurred. Any such written election will be deemed a part of the Plan.

"**Exchange Act**": The Securities Exchange Act of 1934, as amended.

"**Fair Market Value**": As of a particular date, (i) the closing price for a share of Stock reported on the Nasdaq Global Stock Market (or any other national securities exchange on which the Stock is then listed) for that date or, if no closing price is reported for that date, the closing price on the immediately preceding date on which a closing price was reported or (ii) in the event that the Stock is not traded on a national securities exchange, the fair market value of a share of Stock determined by the Administrator consistent with the rules of Section 422 and Section 409A to the extent applicable.

"**ISO**": A Stock Option intended to be an "incentive stock option" within the meaning of Section 422. Each Stock Option granted pursuant to the Plan will be treated as providing by its terms that it is to be an NSO unless, as of the date of grant, it is expressly designated as an ISO in the applicable Award agreement.

"**NSO**": A Stock Option that is not intended to be an "incentive stock option" within the meaning of Section 422.

"**Participant**": An eligible Employee, Director, consultant, advisor to whom an Award has been granted pursuant to the Plan.

"**Performance Award**": An Award subject to performance vesting conditions, which may include Performance Criteria.

"**Performance Criteria**": Specified criteria, other than the mere continuation of Employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Award. A Performance Criterion and any targets with respect thereto need not be based upon an increase, a positive or improved result or avoidance of loss and may be applied to a Participant individually, or to a business unit or division of the Company or to the Company as a whole and may relate to any or any combination of any criterion or criteria determined by the Administrator (measured either absolutely or comparatively (including, without limitation, by reference to an index or indices or the performance of one or more companies) and determined either on a consolidated basis or, as the context permits, on a divisional, subsidiary, line of business, project or geographical basis or in combinations thereof and subject to such adjustments, if any, as the Administrator specifies. A Performance Criterion may also be based on individual performance and/or subjective performance criteria. The Administrator may provide that one or more of the Performance Criteria applicable to such Award will be adjusted in a manner to reflect events (for example, but without limitation, acquisitions or dispositions) occurring during the performance period that affect the applicable Performance Criterion or Criteria. Performance Criteria may be based upon one or more of the following, without limitation, as determined by the Administrator; provided, however, that the Administrator retains discretion to select any other Performance Criteria whether or not listed herein: (i) revenue; (ii) sales; (iii) expenses; (iv) operating income; (v) gross margin; (vi) operating margin; (vii) earnings before any one or more of: stock-based compensation expense, interest, taxes, depreciation and amortization; (viii) pre-tax profit; (ix) net operating income; (x) net income; (xi) economic value added; (xii) free cash flow; (xiii) operating cash flow; (xiv) balance of cash, cash equivalents and marketable securities; (xv) stock price; (xvi) earnings per share; (xvii) return on stockholder equity; (xviii) return on capital; (xix) return on assets; (xx) return on investment; (xxi) total stockholder return; (xxii) employee satisfaction; (xxiii) employee retention; (xxiv) market share; (xxv) customer satisfaction; (xxvi) product development; (xxvii) research and development expenses; (xxviii) completion of an identified special project; (xxix) completion of a joint venture or other corporate transaction; and (xxx) personal performance objectives established for an individual Participant or group of Participants.

"**Person**": Any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, other than employee benefit plans sponsored or maintained by the Company and by entities controlled by the Company or an underwriter, initial purchaser or placement agent temporarily holding the capital stock of the Company pursuant to a registered public offering.

"**Prior Plans**": The Sharecare, Inc. 2010 Equity Incentive Plan, the Sharecare, Inc. 2020 Equity Incentive Plan, the Lucid Global, Inc. 2015 Stock Option and Grant Plan, the MindSciences, Inc. Equity Compensation Plan and the DOC.AI INCORPORATED 2016 Stock Plan.

"**Restricted Stock**": Stock subject to restrictions requiring that it be forfeited, redelivered or offered for sale to the Company if specified performance or other vesting conditions are not satisfied.

"**Restricted Stock Unit**": A Stock Unit that is, or as to which the delivery of Stock or of cash in lieu of Stock is, subject to the satisfaction of specified performance or other vesting conditions.

"**SAR**": A right entitling the holder upon exercise to receive an amount (payable in cash or in shares of Stock of equivalent value) equal to the excess of the Fair Market Value of the shares of Stock subject to the right over the base value from which appreciation under the SAR is to be measured.

"**Section 409A**": Section 409A of the Code.

"**Section 422**": Section 422 of the Code.

"**Share Pool**": means the number of shares of Stock available for issuance under the Plan as set forth in Section 4(a).

"**Stock**": The Company's Common Stock, par value $0.0001 per share.

"**Stock Option**": An option entitling the holder to acquire shares of Stock upon payment of the exercise price.

"**Stock Unit**": An unfunded and unsecured promise, denominated in shares of Stock, to deliver Stock or cash measured by the value of Stock in the future.

"**Substitute Awards**": Awards granted under the Plan in substitution for one or more equity awards of an acquired company that are converted, replaced or adjusted in connection with the acquisition.

"**Unrestricted Stock**": Stock not subject to any restrictions under the terms of the Award.

Exhibit 10.2

FORM OF INDEMNIFICATION AGREEMENT

This **INDEMNIFICATION AGREEMENT** is made and executed effective as of [DATE] by and between Sharecare, Inc. (formerly known as Falcon Capital Acquisition Corp.), a Delaware corporation (the "Company"), and [NAME], an individual resident of the State of [STATE] (the "Indemnitee").

WHEREAS, Indemnitee is a member of the Board of Directors or an officer of the Company and in such capacity is performing a valuable service for the Company;

WHEREAS, the Company is aware that, in order to induce highly competent persons to serve the Company as directors or officers or in other capacities, the Company must provide such persons with adequate protection through indemnification against risks of claims and actions against them arising out of their service to and activities on behalf of the Company;

WHEREAS, Section 145 of the General Corporation Law of the State of Delaware (the "DGCL"), under which the Company is organized, empowers the Company to indemnify by agreement its officers, directors, employees and agents, and persons who serve, at the request of the Company, as directors, officers, employees or agents of other corporations or enterprises, and expressly provides that the indemnification provided by the DGCL is not exclusive;

WHEREAS, the Board of Directors of the Company has determined that it is in the best interests of the Company's stockholders that the Company act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify such persons to the fullest extent permitted by applicable law so that they will continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Certificate (as defined below) and Bylaws (as defined below) of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefore, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, the Indemnitee is willing to serve, continue to serve, and take on additional service for or on behalf of the Company on the condition that he be so indemnified.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Indemnitee do hereby agree as follows:

1. **Indemnification**. The Company hereby agrees to hold harmless and indemnify the Indemnitee to the fullest extent permitted by the Amended and Restated Certificate of Incorporation of the Company (as may be further amended or restated from time to time, the "Certificate"), Amended and Restated Bylaws of the Company (as may be further amended or restated from time to time, the "Bylaws") and DGCL or other applicable law in effect on the date of this Agreement and to any greater extent that applicable law may in the future from time to time permit. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) **Indemnity in Third-Party Proceedings.** The Company shall indemnify and hold harmless Indemnitee in accordance with the provisions of this Section 1(a) if Indemnitee is made, or is threatened to be made, a party to or a participant in (as a witness or otherwise) any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses, judgments, liabilities, fines, penalties, amounts paid in settlement (including, without limitation, all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing) (collectively, "Losses") actually incurred by Indemnitee or on his behalf in connection with such Proceeding or any action, discovery event, claim, issue or matter therein or related thereto, if Indemnitee acted in good faith, for a purpose which he reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding, in addition, had no reasonable cause to believe that his conduct was unlawful.

(b) **Indemnity in Proceedings by or in the Right of the Company.** The Company shall indemnify and hold harmless Indemnitee in accordance with the provisions of this Section 1(b) if Indemnitee was, is, or is threatened to be made, a party to or a participant (as a witness or otherwise) in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Losses actually incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Losses shall be made under this Section 1(b) in respect of any claim, issue or matter in any Proceeding as to which Indemnitee shall have been finally adjudged by a court in a non- appealable decision to be liable to the Company, unless and only to the extent that any court in which the Proceeding was brought or the Chancery Court in the State of Delaware shall determine upon application that Indemnitee is entitled to indemnification.

2. **Partial Indemnification**. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Losses actually incurred by the Indemnitee in connection with the investigation, defense, appeal or settlement of any Proceeding, but is not entitled to indemnification for the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion of such Losses actually incurred by the Indemnitee to which the Indemnitee is entitled. For purposes of this Section 2 and without limitation, (a) the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter, and (b) a decision by any government, regulatory or self-regulatory authority, agency or body not to commence or pursue any investigation, civil or criminal enforcement matter or case or in any civil suit, shall be deemed to be a successful result as to such claim, issue or matter.

3. **Indemnity for Expenses Incurred to Secure Recovery or as a Witness.**

(a) The Company shall, to the fullest extent permitted by law, indemnify Indemnitee with respect to, and hold Indemnitee harmless from and against, any and all Expenses and, if requested by Indemnitee, shall advance on an as-incurred basis (as provided in Section 8 of this Agreement) such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any Proceeding or part thereof brought by Indemnitee for (i) indemnification or advance payment of Expenses by the Company under this Agreement, any other agreement, the Certificate or By-laws of the Company as now or hereafter in effect; or (ii) recovery under any director and officer liability insurance policies maintained by the Company.

(b) To the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness (or is forced or asked to respond to discovery requests) in any Proceeding to which Indemnitee is not a party, the Company shall, to the fullest extent permitted by law, indemnify Indemnitee with respect to, and hold Indemnitee harmless from and against, and the Company will advance on an as-incurred basis (as provided in Section 8 of this Agreement), all Expenses actually incurred by Indemnitee or on behalf of Indemnitee in connection therewith.

4. **Additional Indemnity.** In addition to, and without regard to any limitations on, the indemnification provided for in Sections 1, 2 or 3 hereof, the Company shall and hereby does indemnify and hold harmless Indemnitee, to the fullest extent not prohibited by (and not merely to the extent affirmatively permitted by) law against all Losses actually incurred by Indemnitee or on Indemnitee's behalf if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (including, without limitation, a Proceeding by or in the right of the Company). No indemnification shall be made under this Section 4 on account of Indemnitee's conduct that is finally determined (under the procedures and subject to the presumptions set forth in Sections 6, 7 and 9 hereof) to be an act or omission not in good faith or involving intentional misconduct or a knowing violation of the law.

5. **Contribution.**

(a) Whether or not any of the indemnification and hold harmless rights provided in Sections 1, 2, 3, 4 and 8 hereof are available in respect of any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), the Company shall pay, to the fullest extent permitted by applicable law, in the first instance, the entire amount of any judgment or settlement of such Proceeding without requiring Indemnitee to contribute to such payment, and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), the Company shall, to the fullest extent permitted by applicable law, contribute to the amount of Losses actually incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such Proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such expenses, judgments, fines or amounts paid in settlement, as well as any other equitable considerations. The relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary, and the degree to which their conduct is active or passive.

(c) To the fullest extent permitted by applicable law, the Company hereby agrees to fully indemnify and hold harmless Indemnitee from any claims for contribution which may be brought by officers, directors or employees of the Company other than Indemnitee who may be jointly liable with Indemnitee.

(d) To the fullest extent permitted by applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement or for Expenses and any other Losses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the events or transactions giving cause to such Proceeding; or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such events or transactions.

6. **Procedure for Determination of Entitlement to Indemnification.**

(a) To obtain indemnification under this Agreement, Indemnitee shall submit a written request to the Company for indemnification hereunder. The time at which Indemnitee submits a written request for indemnification shall be determined by the Indemnitee in the Indemnitee's sole discretion. Once Indemnitee submits such a written request for indemnification, a Determination (as defined by Section 24 of this Agreement) shall thereafter be made, as provided in and only to the extent required by Section 6(c) of this Agreement. In no event shall a Determination of Indemnitee's entitlement to indemnification be made, or be required to be made, as a condition to or otherwise in connection with any advancement of Expenses pursuant to Section 8 of this Agreement or, with respect to any Proceeding, to the extent Indemnitee has been successful on the merits or otherwise in such Proceeding. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) The Secretary of the Company shall, promptly upon receipt of a claim for indemnification from the Indemnitee, advise the Board of Directors in writing that Indemnitee has requested indemnification. Any Expenses incurred by the Indemnitee in connection with the Indemnitee's request for indemnification hereunder shall be borne by the Company. The Company hereby indemnifies and agrees to hold the Indemnitee harmless for any Expenses incurred by Indemnitee under the immediately preceding sentence irrespective of the outcome of the determination of the Indemnitee's entitlement to indemnification.

(c) Upon submission of a written request by the Indemnitee for indemnification as provided in Section 6(a), a Determination shall be made as to Indemnitee's entitlement to indemnification. Any such Determination shall be made within thirty (30) days after receipt of Indemnitee's written request for indemnification pursuant to Section 6(a), unless Indemnitee agrees to a longer period, and such Determination shall be made either (i) by a majority of the Disinterested Directors, even though less than a quorum, so long as there are Disinterested Directors or Indemnitee does not request that such Determination be made by Independent Counsel, or (ii) if there are no Disinterested Directors or if so requested by Indemnitee, in Indemnitee's sole discretion, by Independent Counsel in a written opinion to the Company and Indemnitee. If a Determination is made that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such Determination. Indemnitee shall reasonably cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including, without limitation, providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such Determination. Any Expenses incurred by Indemnitee in so cooperating shall be advanced and borne by the Company (irrespective of the Determination as to Indemnitee's entitlement to indemnification) and the Company is liable to indemnify and hold Indemnitee harmless therefrom. If the person, persons or entity making such Determination shall determine that the Indemnitee is entitled to indemnification as to part (but not all) of the application for indemnification, such person, persons or entity shall reasonably prorate such part of indemnification among such claims, issues or matters.

(d) In the event Indemnitee requests that the Determination be made by Independent Counsel, Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection by made by the Board of Directors, in which event the Board of Directors shall make such selection on behalf of the Company, subject to the remaining provisions of this Section 6(d)), and Indemnitee or the Company, as the case may be, shall give written notice to the other, advising the Company or Indemnitee of the identity of the Independent Counsel so selected. The Company or Indemnitee, as the case may be, may, within ten (10) days after such written notice of selection shall have been received, deliver to Indemnitee or the Company, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 24 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) of this Agreement, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under this Agreement. Any expenses incurred by Independent Counsel shall be borne by the Company (irrespective of the Determination of Indemnitee's entitlement to indemnification) and not by Indemnitee, and the Company shall pay all expenses incident to the procedures of this Section 6(d), regardless of the manner in which such Independent Counsel was selected or appointed.

7. **Presumptions and Effect of Certain Proceedings.**

(a) In making a Determination with respect to entitlement to indemnification, the Indemnitee shall be presumed to be entitled to indemnification hereunder and the Company or anyone seeking to overcome this presumption shall bear the burden to make any showing necessary to the making of any determination contrary to such presumption. Neither the failure of the Company (including, without limitation, by its directors or independent legal counsel (including Independent Counsel)) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including, without limitation, by its directors or independent legal counsel (including Independent Counsel)) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the Board of Directors or, if so elected by Indemnitee, Independent Counsel shall have failed to make a Determination as to entitlement to indemnification under Section 6 of this Agreement within thirty (30) days after receipt by the Company of such request, the requisite determination of entitlement to indemnification shall be deemed to have been made and the Indemnitee shall be absolutely entitled to such indemnification, absent actual fraud in the request for indemnification or a prohibition of indemnification under applicable law, in which case such right to indemnification shall be enforceable by Indemnitee in any court of competent jurisdiction; provided, however, that such thirty (30) day period may be extended (or any claim, issue or matter therein) for a reasonable time, not to exceed an additional fifteen (15) days, if the person, persons or entity making the Determination in good faith requires such additional time for obtaining or evaluating documentation or information relating thereto. The termination of any Proceeding covered by Section 1 hereof by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself adversely affect the rights of the Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal proceeding, that Indemnitee had reasonable cause to believe that his conduct was not unlawful, except as may be provided herein.

(c) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including, without limitation, financial statements, or on information supplied to Indemnitee by the officers of the Enterprise the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected by the Enterprise. The provisions of this Section 7(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement. Whether or not the foregoing provisions of this Section 7(c) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. The Company or anyone seeking to overcome this presumption shall bear the burden to make any showing necessary to the making of any determination contrary to such presumption.

(d) The knowledge or actions, or failure to act, of any other director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

8. **Advancement of Expenses.**

(a) To obtain advancement of Expenses under this Agreement, Indemnitee shall submit to the Company a written request therefor, together with such invoices or other supporting information as may be reasonably requested by the Company and reasonably available to Indemnitee, and an unsecured, interest-free written undertaking by Indemnitee to repay amounts advanced if it is ultimately determined that the Indemnitee is not entitled to be indemnified against such Expenses by the Company pursuant to this Agreement or otherwise. The Company shall make advance payment of Expenses to Indemnitee, without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement, no later than ten (10) days after receipt of the written request for advancement (and each subsequent request for advancement) by Indemnitee. The Indemnitee's entitlement to such Expenses shall include, without limitation, those incurred in connection with any proceeding by the Indemnitee seeking an adjudication or award in arbitration pursuant to this Agreement.

(b) Indemnitee's right to advancement of Expenses under this Section 8 shall continue until such time as a final determination of the Proceeding for which advancement or indemnification is sought hereunder, from which all rights to appeal have been exhausted, is made pursuant to Sections 6 and 9 of this Agreement.

9. **Remedies of the Indemnitee in Cases of Determination not to Indemnify or to Advance Expenses.** In the event that a Determination is made that the Indemnitee is not entitled to indemnification hereunder, or if payment of indemnification has not been made within ten (10) days following a Determination of entitlement to indemnification pursuant to Section 6, or if Expenses are not advanced pursuant to Section 8, the Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware or any other court of competent jurisdiction of the Indemnitee's entitlement to such indemnification or advance. Alternatively, the Indemnitee may, at the Indemnitee's option, seek an award in arbitration to be conducted by a single arbitrator pursuant to the rules of the American Arbitration Association, such award to be made within 60 days following the filing of the demand for arbitration. Except as set forth herein, the provisions of Delaware law (without regard to its conflict-of-law rules) shall apply to any such arbitration. The Company shall not oppose the Indemnitee's right to seek any such adjudication or award in arbitration or any other claim. Such judicial proceeding or arbitration shall be made *de novo*, and the Indemnitee shall not be prejudiced by reason of a prior determination (if so made) that the Indemnitee is not entitled to indemnification. In any judicial proceeding or arbitration commenced pursuant to this Section 9, Indemnitee shall be presumed to be entitled to indemnification under this Agreement, and the Company shall bear the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses. If a Determination is made or deemed to have been made pursuant to the terms of Section 6 hereof that the Indemnitee is entitled to indemnification, the Company shall be bound by such Determination and shall be precluded from asserting that such Determination has not been made or that the procedure by which such Determination was made is not valid, binding and enforceable. The Company further agrees to stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement and is precluded from making any assertions to the contrary. The Company shall advance all Expenses actually incurred by the Indemnitee in connection with such adjudication or award in arbitration (including, without limitation, any appellate proceedings) in accordance with the provisions set forth in Section 8 of this Agreement.

10. **Notification and Defense of Claim.** Indemnitee agrees to notify the Company promptly upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses hereunder. Any failure by Indemnitee to notify the Company will relieve the Company of its advancement or indemnification obligations under this Agreement only to the extent the Company can establish that such omission to notify actually and materially prejudiced the interests of the Company, and the omission to notify the Company will, in any event, not relieve the Company from any liability which it may have to indemnify Indemnitee otherwise than under this Agreement. A notice provided under this Section 10 shall not be construed as a request for indemnification pursuant to Section 6 or a request for advancement of Expenses under Section 8 of this Agreement.

Notwithstanding any other provision of this Agreement, with respect to any such Proceeding as to which the Indemnitee gives notice to the Company of the commencement thereof:

(a) The Company will be entitled to participate therein at its own expense.

(b) If Indemnitee is a participant in a Proceeding with any other Company directors or officers to whom the Company owes an indemnification obligation, the Company shall not be required to advance expenses for more than one law firm chosen by the a majority of directors and officers that are participating in the Proceeding and reasonably satisfactory to Indemnitee (and, if necessary, an additional law firm chosen by a majority of directors and officers that are participating in the Proceeding and reasonably satisfactory to Indemnitee to act as local counsel) to represent collectively Indemnitee and such other Company directors or officers in respect of the same matter, unless Indemnitee reasonably concludes, in its sole discretion, that the representation of Indemnitee and such other Company directors or officers gives rise to an actual or potential conflict of interest or the law firms so chosen are not reasonably satisfactory to Indemnitee.

(c) The Company shall not, without the prior written consent of Indemnitee, which may be provided or withheld in Indemnitee's sole discretion, effect any settlement of any Proceeding against Indemnitee or which could have been brought against Indemnitee or which potentially or actually imposes any cost, liability, exposure or burden on Indemnitee, including, without limitation, the entry of any contribution bar order, other bar order or other similar order, decree or stipulation pursuant to 15 U.S.C. § 78u-4 or any other foreign, federal or state statute, regulation, rule or law, unless such settlement solely involves the payment of money or performance of any obligation by persons other than Indemnitee and includes an unconditional and final release of Indemnitee from all liability on any matters that are the subject of such Proceeding and does not impose any penalty or limitation on Indemnitee without Indemnitee's written consent. The Company shall not be obligated to indemnify Indemnitee against amounts paid in settlement of a Proceeding against Indemnitee if such settlement is effected by Indemnitee without the Company's prior written consent, which consent shall not be unreasonably withheld.

11. **Other Right to Indemnification; Insurance; Subrogation.**

(a) The indemnification and advancement of Expenses provided by this Agreement are cumulative, and not exclusive, and are in addition to any other rights to which the Indemnitee may now or in the future be entitled under any provision of the Bylaws or Certificate, any vote of stockholders or Disinterested Directors, any provision of law or otherwise. Except as required by applicable law, the Company shall not adopt any amendment to the Bylaws or Certificate the effect of which would be to deny, diminish or encumber the Indemnitee's right to indemnification under this Agreement.

(b) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including, without limitation, execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(c) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(d) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such Enterprise.

12. **Director and Officer Liability Insurance.** The Company shall, if commercially reasonable, obtain and maintain a policy or policies of insurance with reputable insurance companies providing the officers and directors of the Company with coverage for losses from wrongful acts, or to ensure the Company's performance of its indemnification obligations under this Agreement. Among other considerations, the Company will weigh the costs of obtaining such insurance coverage against the protection afforded by such coverage. In the event the Company maintains directors' and officers' liability insurance, the Indemnitee shall be named as an insured in such manner as to provide the Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's officers or directors. However, the Company agrees that the provisions hereof shall remain in effect regardless of whether liability or other insurance coverage is at any time obtained or retained by the Company; except that any payments made to, or on behalf of, the Indemnitee under an insurance policy shall reduce the obligations of the Company hereunder. If, at the time of receipt of any request for indemnification or advancement of Expenses hereunder, the Company has director and officer insurance policies in effect, the Company will promptly notify the relevant insurers in accordance with the procedures and requirements of such policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

13. **Spousal Indemnification.** The Company will indemnify the Indemnitee's spouse to whom the Indemnitee is legally married at any time the Indemnitee is covered under the indemnification provided in this Agreement (even if Indemnitee did not remain married to him or her during the entire period of coverage) against any Proceeding for the same period, to the same extent and subject to the same standards, limitations, obligations and conditions under which the Indemnitee is provided indemnification herein, if the Indemnitee's spouse (or former spouse) becomes involved in a pending or threatened action, suit, proceeding or investigation solely by reason of his status as Indemnitee's spouse, including, without limitation, any pending or threatened action, suit, proceeding or investigation that seeks damages recoverable from marital community property, jointly-owned property or property purported to have been transferred from the Indemnitee to his spouse (or former spouse). The Indemnitee's spouse or former spouse also shall be entitled to advancement of Expenses to the same extent that Indemnitee is entitled to advancement of Expenses herein. The Company may maintain insurance to cover its obligation hereunder with respect to Indemnitee's spouse (or former spouse) or set aside assets in a trust or escrow fund for that purpose.

14. **Security.** To the extent requested by Indemnitee and approved by the Board of Directors of the Company, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

15. **Intent.** This Agreement is intended to be broader than any statutory indemnification rights applicable in the State of Delaware and shall be in addition to any other rights Indemnitee may have under the Certificate, Bylaws, applicable law or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Certificate, Bylaws, applicable law or this Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change.

16. **Attorney's Fees and Other Expenses to Enforce Agreement.** In the event that the Indemnitee is subject to, a party to, a participant in, or intervenes in any Proceeding in which the validity or enforceability of this Agreement is at issue or seeks an adjudication or award in arbitration to enforce the Indemnitee's rights under, or to recover damages for breach of, this Agreement the Indemnitee, if Indemnitee prevails in whole or in part in such action, shall be entitled to advancement of Expenses, including, without limitation, for attorneys' fees and disbursements reasonably incurred by the Indemnitee, in accordance with the terms set forth in Section 8 of this Agreement.

17. **Effective Date.** The provisions of this Agreement shall cover claims, actions, suits or proceedings whether now pending or hereafter commenced and shall be retroactive to cover acts or omissions or alleged acts or omissions which heretofore have taken place. The Company shall be liable under this Agreement, to the extent specified in Section 1, 2, 3, 4 or 8 hereof, for all acts and omissions of the Indemnitee while serving as a director or officer, notwithstanding the termination of the Indemnitee's service, if such act was performed or omitted to be performed during the term of the Indemnitee's service to the Company.

18. **Duration of Agreement; Binding Effect.**

(a) This Agreement shall survive and continue even though the Indemnitee may have terminated his service as a director, officer, employee, agent or fiduciary of the Company or as a director, officer, partner, employee, agent or fiduciary of any other entity or Enterprise, including, without limitation, another corporation, partnership, limited liability company, employee benefit plan, joint venture, trust or other enterprise or by reason of any act or omission by the Indemnitee in any such capacity.

(b) This Agreement shall be binding upon the Company and its successors and assigns, including, without limitation, any corporation or other entity which may have acquired all or substantially all of the Company's assets or business or into which the Company may be consolidated or merged, and shall inure to the benefit of the Indemnitee and his spouse, successors, assigns, heirs, devisees, executors, administrators or other legal representatives. The Company shall require any successor or assignee (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by written agreement in form and substance reasonably satisfactory to the Company and the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place.

(c) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company or another Enterprise.

19. **Third-Party Beneficiary.** The Independent Counsel is express third-party beneficiaries of this Agreement, and may specifically enforce the Company's obligations hereunder as though a party hereunder.

20. **Disclosure of Payments.** Except as required by any Federal or state securities laws or other Federal or state law, neither party shall disclose any payments under this Agreement unless prior approval of the other party is obtained.

21. **Severability.** If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any Sections of this Agreement containing any such provision held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifest by the provision held invalid, illegal or unenforceable. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

22. **Counterparts.** This Agreement may be executed by one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement.

23. **Captions.** The captions and headings used in this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

24. **Definitions.** For purposes of this Agreement:

(a) “Corporate Status” describes the status of a person who is or was a director, officer, trustee, partner, managing member, fiduciary, employee or agent of the Company or of any other Enterprise which such person is or was serving at the request of the Company.

(b) “Determination” shall mean that either (x) there is a reasonable basis for the conclusion that indemnification of Indemnitee is proper in the circumstances because Indemnitee met a particular standard of conduct or (y) there is no reasonable basis for the conclusion that indemnification of Indemnitee is proper in the circumstances because Indemnitee met a particular standard of conduct.

(c) “Disinterested Director” shall mean a director of the Company who is not or was not a party to the Proceeding in respect of which indemnification is being sought by the Indemnitee.

(d) “Enterprise” shall mean the Company, any subsidiary of the Company and any other corporation, limited liability company, partnership, limited partnership, limited liability partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, employee, trustee, partner, managing member, fiduciary, employee or agent.

(e) “Expenses” shall include all direct and indirect attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, any threatened, pending or completed Proceeding, whether civil, criminal, administrative or investigative in nature, in each case to the extent reasonable. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent.

(f) “Independent Counsel” shall mean a law firm or a member of a law firm that neither is presently nor in the past five years has been retained to represent (i) the Company or the Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements) or (ii) any other party to the action, suit, investigation or proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee’s right to indemnification under this Agreement.

(g) “Proceeding” shall include any actual, threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened, pending or completed proceeding, and any appeal thereof, whether brought by or in the right of the Company or otherwise and whether civil (including, without limitation, intentional or unintentional tort claims), criminal, administrative or investigative in nature, in which Indemnitee was, is, may be or will be involved as a party, witness or otherwise, by reason of the Corporate Status of Indemnitee, by reason of any action taken by Indemnitee or of any inaction on Indemnitee’s part while acting in such Corporate Status, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, general partner, managing member, fiduciary, employee or agent of any other Enterprise (in each case whether or not he is acting or serving in any such capacity or has such status at the time any Loss or Expense is incurred for which indemnification or advancement of Expenses can be provided under this Agreement), or any foreign equivalent of the foregoing, including, without limitation, one pending on or before the date of this Agreement.

25. **Entire Agreement, Modification and Waiver.** This Agreement constitutes the entire agreement and understanding of the parties hereto regarding the subject matter hereof, and no supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. No supplement, modification or amendment of this Agreement shall limit or restrict any right of the Indemnitee under this Agreement in respect of any act or omission of the Indemnitee prior to the effective date of such supplement, modification or amendment unless expressly provided therein.

26. **Specific Performance**. The Company and Indemnitee agree herein that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance, Indemnitee shall not be precluded from seeking or obtaining any other relief to which Indemnitee may be entitled. The Company and Indemnitee further agree that Indemnitee shall be entitled to such specific performance and injunctive relief, including, without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Company acknowledges that in the absence of a waiver, a bond or undertaking may be required of Indemnitee by the court, and the Company hereby waives any such requirement of such a bond or undertaking.

27. **Notices.** All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand with receipt acknowledged by the party to whom said notice or other communication shall have been directed, (ii) delivered by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, or (iii) mailed by certified or registered mail, return receipt requested with postage prepaid, on the date shown on the return receipt:

(a) If to the Indemnitee, to:

[NAME]

[ADDRESS]

(b) If to the Company, to:

[NAME]

[ADDRESS]

or to such other address as may be furnished to the Indemnitee by the Company or to the Company by the Indemnitee, as the case may be.

28. **Governing Law.** The parties hereto agree that this Agreement, the rights and obligations of the parties under this Agreement, and any claim or controversy directly or indirectly based upon, or arising out of, this Agreement or the transactions contemplated by this Agreement (whether based upon contact, tort or any other theory), including, without limitation, all matters of construction, validity and performance, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, applied without giving effect to any conflicts-of-law principles.

[Signature Page Follows]

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

SHARECARE, INC.
(formerly known as Falcon Capital Acquisition Corp.)

By: _____
Name:
Title:

INDEMNITEE

By: _____
Name:

[Signature Page to Indemnification Agreement]

Exhibit 10.3

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This Amended and Restated Registration Rights Agreement (this "**Agreement**") is made and entered into as of July 1, 2021 by and among Falcon Capital Acquisition Corp., a Delaware corporation (prior to the Effective Time (as defined in the Merger Agreement), "**Acquiror**" and, at and after the Effective Time, the "**Company**"), and the parties listed on Schedule A hereto (each, a "**Holder**" and collectively, the "**Holders**"). Any capitalized term used but not defined herein will have the meaning ascribed to such term in the Merger Agreement (as defined below).

RECITALS

WHEREAS, the Acquiror, FCAC Merger Sub Inc., a Delaware corporation ("**Merger Sub**"), and Sharecare, Inc., a Delaware corporation ("**Sharecare**"), and Colin Daniel, as Stockholder Representative, are party to that certain Agreement and Plan of Merger, dated as of February 12, 2021 (the "**Merger Agreement**"), pursuant to which, on the Closing Date (as defined in the Merger Agreement), Merger Sub merged with and into Sharecare (the "**Merger**"), with Sharecare surviving the Merger as a wholly owned subsidiary of the Company (the "**Business Combination**");

WHEREAS, Acquiror and Falcon Equity Investors LLC, a Delaware limited liability company (the "**Sponsor**") (together with any Permitted Transferee (as defined below), each an "**Acquiror Holder**" and, collectively, the "**Acquiror Holders**"), are parties to that certain Registration Rights Agreement of the Acquiror, dated September 21, 2020 (the "**Acquiror's Registration Rights Agreement**");

WHEREAS, as inducement for Acquiror, Merger Sub and Sharecare to enter into the Merger Agreement, the Acquiror and the Acquiror Holders will agree that, effective at the Effective Time, the Acquiror's Registration Rights Agreement will terminate and be of no further force and effect;

WHEREAS, pursuant to the Merger Agreement, the Company is issuing shares of the Company's common stock, par value $0.0001 per share (the "**Common Stock**"), or shares of the Company's Series A Preferred Stock, which is convertible in to the Company's Common Stock, to the Holders designated on Schedule A hereto (other than the Acquiror Holders) (each a "**Company Holder**" and, collectively, the "**Company Holders**") and may in the future issue additional shares of Common Stock (the "**Earnout Shares**"); and

WHEREAS, the Company desires to set forth certain matters regarding the ownership of the Registrable Securities (as defined below) by the Holders.

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

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms and variations thereof have the meanings set forth below:

"**Agreement**" shall have the meaning given in the Preamble.

"**Acquiror"** shall have the meaning given in the Preamble.

"**Acquiror Holders"** shall have the meaning given in the Recitals.

"**Adverse Disclosure**" means any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or Chief Financial Officer of the Company, after consultation with outside counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) the Company has a bona fide business purpose for not making such information public.

"**Board**" shall mean the Board of Directors of the Company.

"**Business Combination**" shall have the meaning given in the Recitals.

"**Business Day**" means a day other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

"**Commission**" means the Securities and Exchange Commission, or any other federal agency then administering the Securities Act or the Exchange Act.

"**Common Stock**" shall have the meaning given in the Recitals.

"**Company**" shall have the meaning given in the Preamble.

"**Company Holders"** shall have the meaning given in the Recitals.

"**Demand Registration**" has the meaning set forth in Section 2.1.1.

"**Demanding Holder**" has the meaning set forth in Section 2.1.1.

"**Earnout Shares**" has the meaning set forth in the Recitals.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Form S-1**" has the meaning set forth in Section 2.1.1.

"**Form S-3**" has the meaning set forth in Section 2.1.1.

"**Founder Shares**" means the shares of Class B Common Stock, par value $0.0001 per share, initially issued to the initial stockholders of the Acquiror.

"**Holders**" shall have the meaning given in the Preamble and shall include any Holder's Permitted Transferees who have executed a joinder to this agreement.

"**Lock-up Period**" means any of the various lock-up periods (or joinder thereto) entered into by a Holder in connection with the Acquiror's initial public offering or the Business Combination.

"**Maximum Number of Securities**" shall have the meaning given in subsection 2.1.4.

"**Merger**" shall have the meaning given in the Recitals.

"**Merger Agreement**" shall have the meaning given in the Recitals.

"**Merger Sub**" shall have the meaning given in the Recitals.

"**Misstatement**" means an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus in the light of the circumstances under which they were made not misleading.

"**Piggyback Registration**" has the meaning set forth in Section 2.2.1.

"**Permitted Transferee**" means any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the Lock-up Period or any other lock-up period under any other applicable agreement.

"**Private Placement Warrants**" means the 5,933,334 private placement warrants purchased by Sponsor in a private placement transaction occurring simultaneously with the Acquiror's initial public offering, pursuant to the Private Placement Warrants Purchase Agreement.

"**Private Placement Warrants Purchase Agreement**" means the Agreement, dated September 21, 2020, providing for the purchase by Sponsor of the Private Placement Warrants.

"**Prospectus**" means the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"**Registrable Securities**" means (i) any equity securities (including the shares of Common Stock issued or issuable upon the exercise or conversion of any such equity security) of the Company held by a Holder immediately following consummation of the Merger (which for the avoidance of doubt shall include the Founder Shares and the shares of Common Stock issued or issuable upon the conversion of the Founder Shares and the Private Placement Warrants and any shares of Common Stock issued or issuable upon the exercise of the Private Placement Warrants) and (ii) all of the Earnout Shares. Registrable Securities include any warrants, shares of capital stock or other securities of the Company issued as a dividend or other distribution with respect to or in exchange for or in replacement of any of the securities described in the foregoing clauses (i) - (ii). As to any particular Registrable Security, such security shall cease to be a Registrable Security when: (a) a Registration Statement with respect to the sale of such security shall have become effective under the Securities Act and such security shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (b) such security shall have been otherwise transferred, a new certificate for such security not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such security shall not require registration under the Securities Act; (c) such security shall have ceased to be outstanding; (d) such security is freely saleable under Rule 144 without volume limitations or (e) such security has been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"**Registration**" means a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"**Registration Expenses**" means the out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority and any securities exchange on which the Common Stock is then listed);

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(F) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders initiating a Demand Registration to be registered for offer and sale in the applicable Registration.

"**Registration Statement**" means a registration statement filed by the Company with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of securities (other than a registration statement on Form S-4 or Form S-8, or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).

"**Requesting Holder**" has the meaning set forth in Section 2.1.1.

"**Rule 144**" means Rule 144 promulgated under the Securities Act.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Sharecare**" shall have the meaning given in the Recitals hereto.

"**Underwriter**" means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer's market-making activities.

"**Underwritten Registration**" or "**Underwritten Offering**" means a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

ARTICLE II
REGISTRATION

Section 2.1 Demand Registration

2.1.1 Request for Registration. Subject to the provisions of Section 2.1.4 and Section 2.4 hereof, at any time on or after the expiration of the applicable Lock-up Period, (i) any Acquiror Holder or Acquiror Holders, in each case, holding at least a majority in interest of the then-outstanding number of Registrable Securities held by all the Acquiror Holders or (ii) any Company Holder or Company Holders, in each case, holding at least a majority in interest of the then-outstanding number of Registrable Securities held by all Company Holders (such Acquiror Holders or Company Holders, as the case may be, the "**Demanding Holders**"), may make a written demand for Registration under the Securities Act of all or part of their Registrable Securities on Form S-3 ("**Form S-3**") (or, if Form S-3 is not available to be used by the Company at such time, on Form S-1 ("**Form S-1**") or another appropriate form permitting Registration of such Registrable Securities for resale by such Demanding Holders), which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "**Demand Registration**"). The Company shall, within ten (10) calendar days of the Company's receipt of the Demand Registration, notify, in writing, all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in the Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "**Requesting Holder**") shall so notify the Company, in writing, within five (5) calendar days after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder(s) to the Company, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, but not more than forty-five (45) calendar days immediately after the Company's receipt of the Demand Registration, the Registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration. Under no circumstances shall the Company be obligated to effect more than one (1) Demand Registration during any six-month period, an aggregate of three (3) Registrations pursuant to a Demand Registration under this Section 2.1.1 initiated by the Acquiror Holders, or an aggregate of three (3) Registrations pursuant to a Demand Registration under this Section 2.1.1 initiated by the Company Holders.

2.1.2 Effective Registration. Notwithstanding the provisions of Section 2.1.1 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (i) the Registration Statement filed with the Commission in connection with the Registration pursuant to a Demand Registration has been declared effective by the Commission and (ii) the Company has complied with all of its obligations under this Agreement with respect thereto; provided, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration will be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing of such election, which notice shall be received by the Company not later than five (5) calendar days after the removal of any such stop order or injunction; provided, further, that the Company shall not be obligated to file a second Registration Statement until a Registration Statement that has been previously filed pursuant to a Demand Registration becomes effective or is terminated.

2.1.3 Underwritten Offering. Subject to the provisions of subsection 2.1.4 and Section 2.4 hereof, if a majority-in-interest of the Demanding Holders so advise the Company as part of their Demand Registration that the offering of Registrable Securities pursuant thereto shall be in the form of an Underwritten Offering with an estimated market value of at least $50,000,000, then the right of such Demanding Holder or Requesting Holder (if any) to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in such Underwritten Offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this Section 2.1.3 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company, which Underwriter(s) shall be reasonably acceptable to a majority-in-interest of the Demanding Holders initiating the Demand Registration.

2.1.4 Reduction of Underwritten Offering. If the managing Underwriter(s) for a Demand Registration that is to be an Underwritten Offering, in good faith, advises the Company, the Demanding Holders and the Requesting Holders (if any) in writing that the dollar amount or number of Registrable Securities which the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other shares of Common Stock or other equity securities which the Company desires to sell and the shares of Common Stock, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by other stockholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such Underwritten Offering (such maximum dollar amount or maximum number of securities, as applicable, the "**Maximum Number of Securities**"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Registration (such proportion is referred to herein as "**Pro Rata**", provided, however, that such Pro Rata proportion shall not include any unvested Earnout Shares)) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), Common Stock or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

2.1.5 Demand Registration Withdrawal. A majority-in-interest of the Demanding Holders initiating a Demand Registration pursuant to a Registration under Section 2.1.1 shall have the right to withdraw from a Registration pursuant to such Demand Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter(s) (if any) of their intention to withdraw from such Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration. Notwithstanding anything to the contrary in this Agreement, if with respect to a Demand Registration, a majority-in-interest of the Demanding Holders initiating a Demand Registration so withdraw from a Registration pursuant to such Demand Registration, such Registration shall not count as a Demand Registration provided for in Section 2.1.1 and the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to a Demand Registration prior to its withdrawal under this Section 2.1.5.

Section 2.2 Piggyback Registration.

2.2.1 Piggy-Back Rights. If, at any time on or after the Effective Time, the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by stockholders of the Company, including, without limitation, pursuant to Section 2.1), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing stockholders, (iii) for an offering of debt that is convertible into equity securities of the Company, or (iv) for a dividend reinvestment plan, then the Company shall (x) give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but in no event less than ten (10) calendar days before the anticipated filing date of such Registration Statement, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter(s), if any, of the offering, and (y) offer to all of the Holders of Registrable Securities in such notice the opportunity to register the sale of such number of shares of Registrable Securities as such Holders may request in writing within five (5) calendar days following receipt of such notice (a "***Piggyback Registration***"). The Company shall, in good faith, cause such Registrable Securities to be included in such Registration and shall use its reasonable best efforts to cause the managing Underwriter(s) of a proposed Underwritten Offering to permit the Registrable Securities requested to be included in such Piggyback Registration on the same terms and conditions as any similar securities of the Company and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All holders of Registrable Securities proposing to distribute their Registrable Securities through a Piggyback Registration that involves an Underwriter(s) shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Piggyback Registration.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter(s) for a Piggyback Registration that is to be an Underwritten Offering, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of securities which the Company desires to sell, taken together with (i) the Common Stock or other equity securities, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which Registration has been requested under this Section 2.2, and (iii) the Common Stock or other equity securities, if any, as to which Registration has been requested pursuant to separate written contractual piggyback registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

(i) If the Registration is undertaken for the Company's account, the Company shall include in any such Registration (A) first, the Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Common Stock, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Company not otherwise covered above, which can be sold without exceeding the Maximum Number of Securities; and

(ii) If the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (A) first, the Common Stock or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1, Pro Rata based on the number of Registrable Securities that each Holder has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Registration, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the Common Stock or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter(s) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.2 hereof shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.1 hereof.

2.2.5 Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 prior to the effectiveness of such registration whether or not any Holder of Registrable Securities has elected to include securities in such registration.

Section 2.3 Registration on Form S-3. The Holders of Registrable Securities may at any time, and from time to time, request in writing that the Company, pursuant to Rule 415 under the Securities Act (or any successor rule promulgated thereafter by the Commission), register the resale of any or all of their Registrable Securities on Form S-3; provided, that the Company shall not be obligated to effect such request through an Underwritten Offering. Within five (5) calendar days of the Company's receipt of a written request from a Holder or Holders of Registrable Securities for a Registration on Form S-3, the Company shall promptly give written notice of the proposed Registration on Form S-3 to all other Holders of Registrable Securities, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in such Registration on Form S-3 shall so notify the Company, in writing, within ten (10) calendar days after the receipt by the Holder of the notice from the Company. As soon as practicable thereafter, but not more than twenty (20) calendar days after the Company's initial receipt of such written request for a Registration on Form S-3, the Company shall register all or such portion of such Holder's Registrable Securities as are specified in such written request, together with all or such portion of Registrable Securities of any other Holder or Holders joining in such request as are specified in the written notification given by such Holder or Holders; provided, that the Company shall not be obligated to effect any such Registration pursuant to Section 2.3 hereof if (i) a Form S-3 is not available for such offering; or (ii) the Holders of Registrable Securities, together with the Holders of any other equity securities of the Company entitled to inclusion in such Registration, propose to sell the Registrable Securities and such other equity securities (if any) at any aggregate price to the public of less than $5,000,000. Registrations effected pursuant to this Section 2.3 shall not be counted as Demand Registrations effected pursuant to Section 2.1.

Section 2.4 Restrictions on Registration Rights. If (A) during the period starting with the date sixty (60) calendar days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) calendar days after the effective date of, a Company initiated Registration and provided that the Company has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to Section 2.1.1 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Registration Statement to become effective; (B) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (C) in the good faith judgment of the Board such Registration would be materially detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board it would be materially detrimental to the Company for such Registration Statement to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement. In such event, the Company shall have the right to defer such filing for a period of not more than thirty (30) calendar days; provided, that the Company may not defer its obligation in this manner more than once in any 12-month period.

ARTICLE III
REGISTRATION PROCEDURES

Section 3.1 General Procedures. If at any time on or after the Effective Time the Company is required to effect the registration of any Registrable Securities pursuant to Section 2, the Company shall use its reasonable best efforts to effect the Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as practicable and in connection with any such request:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use its reasonable best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 advise each Holder of Registrable Securities covered by such Registration Statement, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement to any Prospectus forming a part of such registration statement has been filed;

3.1.9 at least five (5) calendar days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus, furnish a copy thereof to each seller of such Registrable Securities or its counsel, including, without limitation, providing copies promptly upon receipt of any comment letters received with respect to any such Registration Statement or Prospectus;

3.1.10 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 hereof;

3.1.11 permit a representative of the Holders (such representative to be selected by a majority-in-interest of the participating Holders), the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such person's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, that such representatives or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information; and provided, further, the Company may not include the name of any Holder or any information regarding any Holder in any Registration Statement or Prospectus, any amendment or supplement to such Registration Statement or Prospectus, any document that is to be incorporated by reference into such Registration Statement or Prospectus, or any response to any comment letter, without the prior written consent of such Holder and providing each such Holder a reasonable amount of time to review and comment on such applicable document, which comments the Company shall include unless contrary to applicable law (for the avoidance of doubt, once approved by such Holder, the Company may publish the name and such information approved by the Holder in substantially the same form in subsequent documents included or incorporated by reference into a Registration Statement or Prospectus as required by the SEC without such Holder's prior written consent);

3.1.12 obtain a "comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Registration, in customary form and covering such matters of the type customarily covered by "comfort" letters as the managing Underwriter may reasonably request, and may be found reasonably satisfactory to a majority-in-interest of the participating Holders and such managing Underwriter;

3.1.13 on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion and negative assurance letter, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and may be found reasonably satisfactory to a majority in interest of the participating Holders;

3.1.14 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

3.1.15 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

3.1.16 if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $25,000,000, use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

3.1.17 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with such Registration.

Section 3.2 Registration Expenses. Except as otherwise provided herein, the Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "**Registration Expenses**," all reasonable fees and expenses of any legal counsel representing the Holders.

Section 3.3 Requirements for Participation in Underwritten Offerings. No person or entity may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

Section 3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that (i) a Registration Statement or Prospectus contains a Misstatement or (ii) a Registration Statement is no longer effective (including by reason of the fact that a post-effective amendment to such Registration Statement has been filed and has not yet been declared effective), each of the Holders shall forthwith discontinue disposition of Registrable Securities until such Holder has received copies of a supplemented or amended Registration Statement and Prospectus correcting the Misstatement or lack of effectiveness (it being understood that the Company hereby covenants to prepare and file such supplemented or amended Prospectus as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than thirty (30) calendar days, determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4, and upon the expiration of such period the Holders shall be entitled to resume the use of any such Prospectus in connection with any sale or offer to sell Registrable Securities, and upon the expiration of such period the Holders shall be entitled to resume the use of any such Prospectus in connection with any sale or offer to sell Registrable Securities.

Section 3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

Section 4.1 Indemnification by the Company. The Company agrees to indemnify, to the extent permitted by law, and hold harmless each Holder of Registrable Securities, its officers and directors and each person who controls such Holder (within the meaning of the Securities Act) from and against any losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus, or any amendment or supplement to any of them, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same is contained in any information furnished in writing to the Company by the Holder expressly for use therein. The Company also shall indemnify any Underwriter of the Registrable Securities, their officers and directors and each person who controls such Underwriter (within the meaning of the Securities Act) on substantially the same basis as that of the indemnification of the Holder provided in this Section 4.1.

Section 4.2 Indemnification by Holders of Registrable Securities. In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify the Company, its directors and officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses (including without limitation reasonable attorneys' fees) resulting from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. Each Holder shall indemnify any Underwriter of Registrable Securities sold by such Holder, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

Section 4.3 Conduct of Indemnification Proceedings. Any person entitled to indemnification herein shall (i) 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 right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) 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 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 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.

Section 4.4 Survival. The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

Section 4.5 Contribution. If the indemnification provided under Section 4.1 hereof 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; provided, that the liability of any Holder under this Section 4.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1, 4.2 and 4.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.5. 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 4.5 from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V
GENERAL PROVISIONS

Section 5.1 Entire Agreement. This Agreement (including Schedule A hereto) constitutes the entire understanding and agreement between the parties as to the matters covered herein and supersedes and replaces any prior understanding, agreement or statement of intent, in each case, written or oral, of any and every nature with respect thereto.

Section 5.2 Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received (a) upon receipt when delivered by hand, (b) upon transmission, if sent by facsimile or electronic transmission (in each case with receipt verified by electronic confirmation), or (c) one (1) Business Day after being sent by courier or express delivery service, specifying next day delivery, with proof of receipt. The addresses, email addresses and facsimile numbers for such notices and communications are those set forth on the signature pages hereof, or such other address, email address or facsimile numbers as may be designated in writing hereafter, in the same manner, by any such person.

Section 5.3 Assignment; No Third-Party Beneficiaries. This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. No Holder may assign or delegate such Holder's rights, duties and obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by such Holder to a Permitted Transferee. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and the permitted assigns of the applicable Holder, which shall include Permitted Transferees. This Agreement is not intended to confer any rights or benefits on any persons that are not party hereto other than as expressly set forth in Article 4 and this Section 5.3. No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement).

Section 5.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart and such counterparts may be delivered by the parties hereto via facsimile or electronic transmission.

Section 5.5 Amendment; Waiver. This Agreement may be amended or modified, and any provision hereof may be waived, in whole or in part, at any time pursuant to an agreement in writing executed by the Company and Holders holding a majority of the Registrable Securities at such time; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. Any failure by any party at any time to enforce any of the provisions of this Agreement shall not be construed a waiver of such provision or any other provisions hereof.

Section 5.6 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.

Section 5.7 Governing Law; Venue. This Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed within the State of New York, without giving effect to any choice-of-law provisions thereof that would compel the application of the substantive laws of any other jurisdiction.

Section 5.8 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 by such first party in accordance with their specific terms or were otherwise breached by such first party. 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.

[*Signature Page Follows*.]

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first written above.

ACQUIROR:

FALCON CAPITAL ACQUISITION CORP.

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

Address for Notice:

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

SHARECARE:

SHARECARE, INC.

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

Address for Notice:
Sharecare, Inc.
255 East Paces Ferry Road
Atlanta, GA 30305
Attn: General Counsel
Email:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

FALCON EQUITY INVESTORS, LLC, a Delaware limited liability company

By: EAGLE FALCON JV CO LLC, its managing member

By: /s/ Alan G. Mnuchin
Name: Alan G. Mnuchin
Title: Managing Member

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

By: /s/ Edgar Bronfman Jr.
Name: Edgar Bronfman Jr.

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

By: /s/ Karen Finerman
Name: Karen Finerman

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

By: /s/ Michael Ronen
Name: Michael Ronen

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

BLUE CROSS OF CALIFORNIA

By: /s/ Vincent Scher
Name: Vincent Scher
Title: Authorized Signatory

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

ATH HOLDING COMPANY, LLC

By: /s/ Vincent Scher
Name: Vincent Scher
Title: Authorized Signatory

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

ARNOLD MEDIA GROUP, LLC

By: /s/ Jeffrey T. Arnold
Name: Jeffrey T. Arnold
Title: Manager

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

JT ARNOLD ENTERPRISES II, LLLP

By: /s/ Jeffrey T. Arnold
Name: Jeffrey T. Arnold
Title: General Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

By: /s/ Jeffrey T. Arnold
Name: Jeffrey T. Arnold

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

JL FERRERO ENTERPRISE, LLLP

By: /s/ Justin Ferrero
Name: Justin Ferrero
Title: General Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

By: /s/ Justin Ferrero
Name: Justin Ferrero

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

QUEEN B FAMILY MANAGEMENT COMPANY, LLLP

By: /s/ Dawn Whaley
Name: Dawn Whaley
Title: General Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

By: /s/ Dawn Whaley
Name: Dawn Whaley

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS SHARECARE F3 LLC

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS CAPITAL FUND IV, LP

By: Claritas Capital EGF-IV Partners, LLC, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS SHARECARE PARTNERS, LLC

By: Claritas Capital EGF-IV Partners, LLC, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS SC PARTNERS, LLC

By: Claritas SC-SLP GP, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS OPPORTUNITY FUND II, LP

By: Claritas Opportunity Fund Partners II, LLC, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS OPPORTUNITY FUND 2013, LP

By: Claritas Capital EGF – V Partners, LLC, its General Partner

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS SHARECARE CN PARTNERS, LLC

By: Claritas Capital SLP – V GP, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS IRBY, LLC

By: Claritas Capital SLP – V GP, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS OPPORTUNITY FUND IV, L.P.

By: CC Partners IV, LLC, its General Partner

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS SHARECARE-CS PARTNERS, LLC

By: CC SLP IV, GP, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS DOZORETZ PARTNERS, LLC

By: Claritas Capital SLP V, GP, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS IRBY PARTNERS II, LLC

By: Claritas Capital, LLC, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS SHARP PARTNERS, LLC

By: Claritas Capital, LLC, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS FRIST PARTNERS, LLC

By: CC Partners IV, LLC, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS CORNERSTONE FUND, LP

By: CC Partners IV, LLC, its General Partner

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS SC BACTES PARTNERS, LLC

By: Claritas SCB SLP, GP, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS SHARECARE 2018 NOTES, LLC

By: CC SLP V, GP, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS SHARECARE NOTES, LLC

By: CC SLP V, GP, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

PINNACLE FINANCIAL PARTNERS, INC.

By: Claritas Capital, LLC, its Investment Manager and Attorney-In-Fact

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS SHARECARE 2019 NOTES, LLC

By: CC SLP V, GP, its Managing Member

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Partner

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS OPPORTUNITY FUND V, LP

By: CC Partners V, LLC, its General Partner

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title: Managing Member

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

HOLDER:

CLARITAS CAPITAL MANAGEMENT SERVICES, INC.

By: /s/ John H. Chadwick
Name: John H. Chadwick
Title:

Address for Notice:

Telephone No.:

Facsimile No.:

Email Address:

Exhibit 10.14

Execution Version

AMENDMENT NUMBER SIX TO CREDIT AGREEMENT AND CONSENT

THIS AMENDMENT NUMBER SIX TO CREDIT AGREEMENT AND CONSENT (this "Amendment"), dated as of July 1, 2021, is entered into by and among **SHARECARE, INC.**, a Delaware corporation ("Parent"), the Subsidiaries of Parent identified on the signature pages hereof as "Borrowers" (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, "Borrowers"), the lenders identified on the signature pages hereof (such lenders, and the other lenders party to the below-defined Credit Agreement, together with their respective successors and permitted assigns, each individually, a "Lender", and collectively, the "Lenders"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for the Lenders and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), and in light of the following:

W I T N E S S E T H

WHEREAS, Borrowers, Lenders, and Agent are parties to that certain Credit Agreement, dated as of March 9, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Borrowers have informed Agent that Parent has entered into that certain Agreement and Plan of Merger, dated as of February 12, 2021 (the "Merger Agreement" and together with the other documents, instruments and agreements executed and delivered in connection therewith or otherwise relating thereto, each being in form and substance satisfactory to Agent, the "Designated Transaction Documents"), among Falcon Capital Acquisition Corp., a Delaware corporation ("Holdings"), FCAC Merger Sub, Inc., a Delaware corporation ("Merger Sub"), Parent, and Colin Daniel, solely in his capacity as the Stockholder Representative (as defined therein), pursuant to which Merger Sub will merge with and into Parent (such merger, the "Merger"), with Parent continuing as the surviving entity and a wholly-owned Subsidiary of Holdings;

WHEREAS, Borrowers have further informed Agent that, in connection with the consummation of the Merger, certain public stockholders of Holdings may elect, prior to 10:00 AM (New York City time), on June, 25, 2021, to request redemption of the public shares that they hold for a cash purchase price to be paid from the U.S.-based trust account of Holdings maintained by Continental Stock Transfer & Trust Company, acting as trustee (the "Trust Account") (such redemption, the "Redemption");

WHEREAS, Borrowers have further informed Agent that, in connection with the consummation of the Merger, Borrowers intend (i) to repay in full all outstanding Second Lien Indebtedness, (ii) to repay in full all Indebtedness outstanding under the DeBrouwer Subordinated Note, and (iii) to repay in full all Indebtedness outstanding under that certain Promissory Note, dated as of October 17, 2019, issued by Parent in favor of Jeffrey A. Allred IRA, in an original principal amount of $400,000 (the "Allred Note") (such repayments, the "Junior Debt Repayments");

WHEREAS, Borrowers have further informed Agent that, in connection with the consummation of the Merger, to cause all 2013 Convertible Notes Indebtedness, all 2016 Convertible Notes Indebtedness, and all Permitted Mezzanine Debt (including all such Indebtedness owing to CareFirst Holdings, LLC and Wells Fargo Central Pacific Holdings, Inc.) to be satisfied in full by the conversion of all such Indebtedness into Equity Interests in Parent (which Equity Interests in Parent will be exchanged for Equity Interests in Holdings upon consummation of the Merger) (the foregoing conversions, the "Junior Debt Conversions" and, together with the Merger, the Redemption and the Junior Debt Repayments, collectively, the "Designated Transaction");

WHEREAS, Borrowers have further informed Agent that, on May 13, 2021, the following new indirect Subsidiaries of Parent were formed (collectively, such Subsidiaries, the "ACO Subsidiaries"): Sharecare ACO 1, LLC, a Delaware limited liability company; Sharecare ACO 2, LLC, a Delaware limited liability company; Sharecare ACO 3, LLC, a Delaware limited liability company; Sharecare ACO 4, LLC, a Delaware limited liability company; Sharecare ACO 5, LLC, a Delaware limited liability company; Sharecare ACO 6, LLC, a Delaware limited liability company; Sharecare ACO 7, LLC, a Delaware limited liability company; Sharecare ACO 8, LLC, a Delaware limited liability company; Sharecare ACO 9, LLC, a Delaware limited liability company; and Sharecare ACO 10, LLC, a Delaware limited liability company; and

WHEREAS, Borrowers have requested that Agent and Lenders consent to consummation of the Designated Transaction and make certain amendments to the Credit Agreement in connection therewith, and Agent and Lenders are willing to so consent subject to the terms and conditions set forth herein.

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

1. Defined Terms. All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement, as amended hereby.

2. Amendments to Credit Agreement. Subject to the satisfaction (or waiver in writing by Agent) of the conditions precedent set forth in Section 4 hereof, the Credit Agreement shall be amended as follows:

(a) The preamble to the Credit Agreement is hereby amended and restated in its entirety as follows:

"**THIS CREDIT AGREEMENT**, is entered into as of March 9, 2017, by and among the lenders identified on the signature pages hereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender", as that term is hereinafter further defined), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), **SHARECARE OPERATING COMPANY, INC.** (formerly known as Sharecare, Inc.), a Delaware corporation ("Parent"), the Subsidiaries of Parent identified on the signature pages hereof as "Borrowers", and those additional entities that hereafter become parties hereto as Borrowers in accordance with the terms hereof by executing the form of Joinder attached hereto as Exhibit J-1 (such Subsidiaries, together with Parent, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers")."

(b) Section 1.1 of the Credit Agreement is hereby amended and modified by amending and restating, or adding (as applicable), each of the following defined terms in appropriate alphabetical order:

"Announcements" has the meaning specified therefor in Section 1.7 of this Agreement.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.12(d)(iii)(D); provided, that if the then-current Benchmark is based upon SOFR Average, such Benchmark shall be deemed to not have any Available Tenors.

"Benchmark" means, initially, USD LIBOR; provided that if a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to USD LIBOR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.12(d)(iii)(A).

"Benchmark Replacement" means,

(a) with respect to any Benchmark Transition Event or Early Opt-in Election, the first alternative set forth in the order below that can be determined by Agent for the applicable Benchmark Replacement Date:

(i) for any Available Tenor, the sum of: (A) Term SOFR and (B) the related Benchmark Replacement Adjustment;

(ii) the sum of: (A) SOFR Average and (B) the related Benchmark Replacement Adjustment; or

(iii) for any Available Tenor (if applicable), the sum of: (A) the alternate benchmark rate that has been selected by Agent and Administrative Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor (if applicable) giving due consideration to (1) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (2) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (B) the related Benchmark Replacement Adjustment; or

(b) with respect to any Term SOFR Transition Event, for any Available Tenor (if applicable), the sum of (i) Term SOFR and (ii) the related Benchmark Replacement Adjustment; or

provided that, (x) in the case of clause (a)(i), if Agent decides that Term SOFR is not administratively feasible for Agent, then Term SOFR will be deemed unable to be determined for purposes of this definition and (y) in the case of clause (a)(i) or clause (b) of this definition, the applicable Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by Agent in its discretion. If the Benchmark Replacement as determined pursuant to clause (a)(i), (a)(ii) or (a)(iii) or clause (b) of this definition would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor (if applicable) for any setting of such Unadjusted Benchmark Replacement:

(a) for purposes of clauses (a)(i) and (b) of the definition of "Benchmark Replacement," an amount equal to (A) 0.11448% (11.448 basis points) for an Available Tenor of one-month's duration, (B) 0.26161% (26.161 basis points) for an Available Tenor of three-months' duration and (C) 0.42826% (42.826 basis points) for an Available Tenor of six-months' duration;

(b) for purposes of clause (a)(ii) of the definition of "Benchmark Replacement," an amount equal to 0.11448% (11.448 basis points); and

(c) for purposes of clause (a)(iii) of the definition of "Benchmark Replacement," the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Agent and Administrative Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Available Tenor (if applicable) of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Available Tenor (if applicable) of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by Agent in a manner substantially consistent with market practice (or, if Agent decides that adoption of any portion of such market practice is not administratively feasible or if Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors (if applicable) of such Benchmark (or such component thereof);

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein;

(c) in the case of a Term SOFR Transition Event, the date that is thirty (30) days after Agent has provided the Term SOFR Notice to the Lenders and Administrative Borrower pursuant to Section 2.12(d)(iii)(A)(2); or

(d) in the case of an Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as Agent has not received, by 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

For the avoidance of doubt, (A) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (B) if the then-current Benchmark has any Available Tenors, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors (if applicable) of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor (if applicable) of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors (if applicable) of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor (if applicable) of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors (if applicable) of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12(d)(iii) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12(d)(iii).

"Change of Control" means that:

(a) any Person or two or more Persons acting in concert (other than Specified Holders), shall have acquired beneficial ownership, directly or indirectly, of Equity Interests of Holdings (or other securities convertible into such Equity Interests) representing 40% or more of the combined voting power of all Equity Interests of Holdings entitled (without regard to the occurrence of any contingency) to vote for the election of members of the Board of Directors of Holdings,

(b) any Person or two or more Persons acting in concert (other than Specified Holders), shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of Holdings or control over the Equity Interests of such Person entitled to vote for members of the Board of Directors of Holdings on a fully-diluted basis (and taking into account all such Equity Interests that such Person or group has the right to acquire pursuant to any option right) representing 40% or more of the combined voting power of such Equity Interests,

(c) during any period of 24 consecutive months commencing on or after the Sixth Amendment Date, the occurrence of a change in the composition of the Board of Directors of Holdings or Parent such that a majority of the members of such Board of Directors are not Continuing Directors,

(d) Holdings shall fail to own and control, directly or indirectly, 100% of the Equity Interests of Parent,

(e) Parent shall fail to own and control, directly or indirectly, 100% of the Equity Interests of each other Loan Party (other than Holdings), or

(e) the occurrence of any "Change of Control" (or any comparable term or provision) under or with respect to any Equity Interests of any Loan Party or any of its Subsidiaries or any of the Indebtedness of any Loan Party or any of its Subsidiaries with an outstanding principal amount in excess of $10,000,000.

"Continuing Director" means (a) any member of the Board of Directors who was a director (or comparable manager) of Holdings on the Sixth Amendment Date, and (b) any individual who becomes a member of the Board of Directors after the Closing Date if such individual was approved, appointed or nominated for election to the Board of Directors by either the Specified Holders or a majority of the Continuing Directors.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Early Opt-in Election" means, if the then-current Benchmark is USD LIBOR, the occurrence of:

(a) a notification by Agent to (or the request by Administrative Borrower to Agent to notify) each of the other parties hereto that at least five currently outstanding Dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(b) the joint election by Agent and Administrative Borrower to trigger a fallback from USD LIBOR and the provision by Agent of written notice of such election to the Lenders.

"FCA" has the meaning specified therefor in Section 1.7 of this Agreement.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR.

"Holdings" means Sharecare, Inc. (formerly known as Falcon Acquisition Corp.), a Delaware corporation.

"IBA" has the meaning specified therefor in Section 1.7 of this Agreement.

"LIBOR Rate" means the rate per annum as published by ICE Benchmark Administration Limited (or any successor page or other commercially available source as the Agent may designate from time to time) as of 11:00 a.m., London time, two Business Days prior to the commencement of the requested Interest Period, for a term, and in an amount, comparable to the Interest Period and the amount of the LIBOR Rate Loan requested (whether as an initial LIBOR Rate Loan or as a continuation of a LIBOR Rate Loan or as a conversion of a Base Rate Loan to a LIBOR Rate Loan) by Borrowers in accordance with this Agreement (and, if any such published rate is below zero, then the LIBOR Rate shall be deemed to be zero). Each determination of the LIBOR Rate shall be made by the Agent and shall be conclusive in the absence of manifest error.

"Permitted Intercompany Advances" means loans made by (a) a Loan Party to another Loan Party other than Holdings, (b) a Subsidiary of a Loan Party that is not a Loan Party to another Subsidiary of a Loan Party that is not a Loan Party, and (c) a Subsidiary of a Loan Party that is not a Loan Party to a Loan Party, so long as the parties thereto are party to the Intercompany Subordination Agreement.

"Qualified Equity Interests" means and refers to any Equity Interests issued by Holdings (and not by one or more of its Subsidiaries) that is not a Disqualified Equity Interest.

"Reference Time" with respect to any setting of the then-current Benchmark means (a) if such Benchmark is USD LIBOR, 11:00 a.m., London time, on the day that is two (2) Business Days preceding the date of such setting, and (b) if such Benchmark is not USD LIBOR, the time determined by Agent in its reasonable discretion.

"Relevant Governmental Body" means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"Restricted Payment" means (a) any declaration or payment of any dividend or the making of any other payment or distribution, directly or indirectly, on account of Equity Interests issued by Holdings or any of its Subsidiaries (including any payment in connection with any merger or consolidation involving Holdings) or to the direct or indirect holders of Equity Interests issued by Holdings or any of its Subsidiaries in their capacity as such (other than dividends or distributions payable in Qualified Equity Interests issued by Holdings or any of its Subsidiaries), or (b) any purchase, redemption, making of any sinking fund or similar payment, or other acquisition or retirement for value (including in connection with any merger or consolidation involving Holdings) any Equity Interests issued by Parent or any of its Subsidiaries, or (c) any making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of Holdings now or hereafter outstanding.

"Sixth Amendment" means that certain Amendment Number Six and Consent, dated as of July 1, 2021, among Borrowers, the Lenders party thereto, and Agent.

"Sixth Amendment Date" means the "Amendment Effective Date" as that term is defined in the Sixth Amendment.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding Business Day.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Average" means the compounded average of SOFR over a rolling calendar day period of thirty (30) days published by the Federal Reserve Bank of New York (or a successor administrator of the SOFR Average).

"Term SOFR" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Term SOFR Notice" means a notification by Agent to the Lenders and Administrative Borrower of the occurrence of a Term SOFR Transition Event.

"Term SOFR Transition Event" means the determination by Agent that (a) Term SOFR has been recommended for use by the Relevant Governmental Body, (b) the administration of Term SOFR is administratively feasible for Agent and (c) a Benchmark Transition Event or an Early Opt-in Election, as applicable, has previously occurred resulting in the replacement of the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12(d)(iii) with a Benchmark Replacement the Unadjusted Benchmark Replacement component of which is not Term SOFR.

"USD LIBOR" means the London interbank offered rate for Dollars.

"VH Earn-Out" means the Earn-Out payable solely in Qualified Equity Interests of Holdings and which, prior to the Sixth Amendment Effective Date, was payable solely in VH Holdco Qualified Equity Interests of the type described in clause (a) of such definition in accordance with the terms of the VH Contribution and Exchange Agreement.

(c) Section 1.1 of the Credit Agreement is hereby amended and modified by deleting the text in each of clauses (s), (t), (u), (v), (w) and (x) of the definition of "Permitted Indebtedness" in its entirety and substituting "[reserved]" in lieu thereof in each such clause.

(d) Section 1.1 of the Credit Agreement is hereby amended and modified by deleting the text in each of clauses (s), (t), (u) and (v) of the definition of "Permitted Liens" in its entirety and substituting "[reserved]" in lieu thereof in each such clause.

(e) Article 1 of the Credit Agreement is hereby amended and modified by adding the following new Section 1.7 at the end of such Article:

"1.7 **Rates**. The interest rate on LIBOR Rate Loans and Base Rate Loans (when determined by reference to clause (b) of the definition of Base Rate) may be determined by reference to the LIBOR Rate, which is derived from the London interbank offered rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. On March 5, 2021, ICE Benchmark Administration ("IBA"), the administrator of the London interbank offered rate, and the Financial Conduct Authority (the "FCA"), the regulatory supervisor of IBA, announced in public statements (the "Announcements") that the final publication or representativeness date for the London interbank offered rate for Dollars for: (a) 1-week and 2-month tenor settings will be December 31, 2021, and (b) overnight, 1-month, 3-month, 6-month and 12-month tenor settings will be June 30, 2023. No successor administrator for IBA was identified in such Announcements. As a result, it is possible that immediately after such dates, the London interbank offered rate for such tenors may no longer be available or may no longer be deemed a representative reference rate upon which to determine the interest rate on LIBOR Rate Loans or Base Rate Loans (when determined by reference to clause (b) of the definition of Base Rate). There is no assurance that the dates set forth in the Announcements will not change or that IBA or the FCA will not take further action that could impact the availability, composition or characteristics of any London interbank offered rate. Public and private sector industry initiatives have been and continue, as of the Sixth Amendment Date, to be underway to implement new or alternative reference rates to be used in place of the London interbank offered rate. In the event that the London interbank offered rate or any other then-current Benchmark is no longer available or in certain other circumstances set forth in Section 2.12(d)(iii), such Section 2.12(d)(iii) provides a mechanism for determining an alternative rate of interest. Agent will notify Administrative Borrower, pursuant to Section 2.12(d)(iii), of any change to the reference rate upon which the interest rate on LIBOR Rate Loans and Base Rate Loans (when determined by reference to clause (b) of the definition of Base Rate) is based. However, Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (i) the continuation of, administration of, submission of, calculation of or any other matter related to the London interbank offered rate or other rates in the definition of "LIBOR Rate" or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 2.12(d)(iii), will be similar to, or produce the same value or economic equivalence of, the LIBOR Rate or any other Benchmark, or have the same volume or liquidity as did the London interbank offered rate or any other Benchmark prior to its discontinuance or unavailability, or (ii) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of a Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to a Borrower. Agent may select information sources or services in its discretion to ascertain any Benchmark, any component definition thereof or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service."

(f) Section 2.12(d) of the Credit Agreement is hereby amended and modified by (i) deleting the phrase "In the event" at the beginning of clause (ii) of such Section and substituting "Subject to the provisions of set forth in Section 2.12(d)(iii) below, in the event" in lieu thereof, and (ii) adding the following new clause (iii) at the end of such Section:

"(iii) **Benchmark Replacement Setting**.

"(A) Benchmark Replacement. (1) Notwithstanding anything to the contrary herein or in any other Loan Document if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a)(i) or (a)(ii) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (a)(iii) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If an Unadjusted Benchmark Replacement Rate is SOFR Average, all interest payments will be on a monthly basis.

"(2) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Term SOFR Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; provided that this clause (2) shall not be effective unless Agent has delivered to the Lenders and Administrative Borrower a Term SOFR Notice. For the avoidance of doubt, Agent shall not be required to deliver a Term SOFR Notice after a Term SOFR Transition Event and may elect or not elect to do so in its sole discretion.

"(B) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

"(C) Notices; Standards for Decisions and Determinations. Agent will promptly notify Administrative Borrower and the Lenders of (1) any occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date, (2) the implementation of any Benchmark Replacement, (3) the effectiveness of any Benchmark Replacement Conforming Changes, (4) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.12(d)(iii)(D) below and (5) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.12(d)(iii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.12(d)(iii).

"(D) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (1) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR) and either (x) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by Agent in its discretion or (y) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (2) if a tenor that was removed pursuant to clause (1) above either (x) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (y) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

"(E) Benchmark Unavailability Period. Upon Administrative Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, Administrative Borrower may revoke any request for a Borrowing of, conversion to or continuation of LIBOR Rate Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, Administrative Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

"(F) London Interbank Offered Rate Benchmark Transition Event. On March 5, 2021, the IBA, the administrator of the London interbank offered rate, and the FCA, the regulatory supervisor of the IBA, made Announcements that the final publication or representativeness date for Dollars for (i) 1-week and 2-month London interbank offered rate tenor settings will be December 31, 2021 and (ii) overnight, 1-month, 3-month, 6-month and 12-month London interbank offered rate tenor settings will be June 30, 2023. No successor administrator for the IBA was identified in such Announcements. The parties hereto agree and acknowledge that the Announcements resulted in the occurrence of a Benchmark Transition Event with respect to the London interbank offered rate pursuant to the terms of this Agreement and that any obligation of Agent to notify any parties of such Benchmark Transition Event pursuant to Section 2.12(d)(iii)(C) shall be deemed satisfied."

(g) Article 4 of the Credit Agreement is hereby amended and modified by adding the following new Section 4.28 at the end of such Article:

"4.28 **Holdings as a Holding Company**. Holdings is a holding company and does not have any material liabilities (other than (a) liabilities arising under the Loan Documents or as otherwise expressly permitted by this Agreement and (b) liabilities incidental to its ownership of Parent and its Subsidiaries), own any material assets (other than the Equity Interests of Parent) or engage in any operations or business (other than the ownership of Parent and its Subsidiaries and activities reasonably related, ancillary or incidental thereto)."

(h) Section 6.3(a) of the Credit Agreement is hereby amended and modified by amending and restating the proviso in clause (i) of such Section in its entirety as follows:

"provided, that a Borrower must be the surviving entity of any such merger or consolidation to which it is a party and no merger or consolidation may occur between Holdings and any other Loan Party,"

(i) Section 6.6(a) of the Credit Agreement is hereby amended and modified by amending and restating clause (i) thereof in its entirety as follows:

"(i) optionally prepay, redeem, defease, purchase, or otherwise acquire any Indebtedness of any Loan Party or its Subsidiaries, other than (A) the Obligations in accordance with this Agreement, (B) Hedge Obligations, (C) Permitted Intercompany Advances, (D) with respect to any Permitted Disposition, the amount of any Permitted Indebtedness secured by any Permitted Lien on the asset subject to such Permitted Disposition that is required to be, and is, repaid in connection with such Permitted Disposition, or (E) other Indebtedness of the Loan Parties and their Subsidiaries (other than any Indebtedness that has been contractually subordinated in right of payment to the Obligations), so long as (1) no Event of Default has occurred and is continuing or would result therefrom and (2) Borrowers have Liquidity (x) at all times during the 90 consecutive days immediately preceding the date of such prepayment, redemption, defeasance, purchase or other acquisition, calculated on a pro forma basis as if such prepayment, redemption, defeasance, purchase or other acquisition had been made on the first day of such period, and (B) after giving effect to such prepayment, redemption, defeasance, purchase or other acquisition, Borrowers shall have Liquidity of not less than $22,500,000,"

(j) Section 6.6(a) of the Credit Agreement is hereby amended and modified by deleting the text in each of clauses (ii), (iii), (iv), (v) and (vii)(A) of such Section in its entirety and substituting "[reserved]" in lieu thereof in each such clause.

(k) Section 6.6(b)(i) of the Credit Agreement is hereby amended and modified by deleting the text in each of clauses (B), (C), (D), (E) and (F)(x) of such Section in its entirety and substituting "[reserved]" in lieu thereof in each such clause.

(l) Section 6.12 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"6.12 **Limitation on Issuance of Equity Interests**. Each Loan Party will not, and will not permit any of its Subsidiaries to, issue or sell any of its Equity Interests, except for (a) the issuance or sale of Qualified Equity Interests by Holdings and (b) the issuance or sale of Equity Interests by any Loan Party (other than Holdings) or any of its Subsidiaries to a Loan Party."

(m) Article 6 of the Credit Agreement is hereby amended and modified by adding the following new Section 6.14 at the end of such Article:

"6.14 **Holdings as Holding Company**. Holdings will not incur any material liabilities (other than (a) liabilities arising under the Loan Documents or as otherwise expressly permitted by this Agreement and (b) liabilities incidental to its ownership of Parent and its Subsidiaries), own or acquire any material assets (other than the Equity Interests of Parent) or engage in any operations or business (other than the ownership of Parent and its Subsidiaries and activities reasonably related, ancillary or incidental thereto)."

(n) Article 11 of the Credit Agreement is hereby amended and modified by replacing the address for Wells Fargo Bank, National Association, with the following:

"WELLS FARGO BANK, NATIONAL ASSOCIATION
1800 Century Park East, Suite 1100
Los Angeles, California 90067
Attn: Specialty Finance Loan Portfolio Manager
Fax No.: (877) 302-0087"

(o) Section 14.1(f) of the Credit Agreement is hereby amended and modified by adding the following immediately prior to the period at the end of such Section:

", and (iii) any amendment contemplated by Section 2.12(d)(iii) of this Agreement in connection with a Benchmark Transition Event or an Early Opt-in Election shall be effective as contemplated by such Section 2.12(d)(iii) hereof"

(p) Section 17.7 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"17.7 **Counterparts; Electronic Execution**. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document, and any notice delivered hereunder or thereunder, *mutatis mutandis*."

3. Consent.

(a) The provisions of the Credit Agreement and the other Loan Documents to the contrary notwithstanding, subject to the satisfaction (or waiver in writing by Agent) of the conditions precedent set forth in Section 4 hereof, Agent and the Lenders hereby (i) consent to the consummation of the Designated Transaction in accordance with the terms and subject to the conditions set forth in the Merger Agreement; provided that (A) there shall have been no amendments, modifications or supplements to the Merger Agreement that are (individually or in the aggregate) adverse to the interests of Agent or any member of the Lender Group, other than with the consent of Agent and (B) all cash payments in respect of the Redemption shall be funded solely from amounts on deposit in the Trust Account prior to giving effect to the Merger, and (ii) waive any Default or Event of Default that may have occurred and be continuing as of the date hereof to the extent that such Default or Event of Default arose solely as a result of any part of the Designated Transaction permitted under the foregoing consent having occurred prior to the occurrence of the Amendment Effective Date.

(b) The provisions of the Credit Agreement and the other Loan Documents to the contrary notwithstanding, subject to the satisfaction (or waiver in writing by Agent) of the conditions precedent set forth in Section 4 hereof, Agent and the Lenders hereby (i) agree that the Loan Parties shall not be required to provide a joinder to the Credit Agreement or the Guaranty and Security Agreement executed by any of the ACO Subsidiaries, or deliver any of the other documents, agreements and instruments required pursuant to Section 5.11 of the Credit Agreement with respect to the joinder of the ACO Subsidiaries as Loan Parties until the date required pursuant to Section 6 hereof and (ii) waive any Default or Event of Default that may have occurred and be continuing as of the date hereof to the extent that such Default or Event of Default arose solely as a result of the Loan Parties failure to deliver such joinders and other documents, agreements and instruments within 30 days of the formation of the ACO Subsidiaries.

(c) Except as explicitly set forth herein, the consents and waivers set forth in this Section 3 shall not, by implication or otherwise, limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of any of the members of the Lender Group under any provision of the Credit Agreement or any other Loan Document, and all of the provisions of the Credit Agreement and the other Loan Documents shall remain in full force and effect. Neither Agent's or any other member of the Lender Group's failure (if any) to require strict performance by Borrowers or any other Loan Party of any provision of any Loan Document nor Agent's or any other member of the Lender Group's failure to exercise, or delay in exercising, any remedy, power, right or privilege under any Loan Document nor the election by any of them to exercise any particular remedy, power, right or privilege under any Loan Document shall operate as a waiver thereof or waive, affect or diminish any right of Agent or such member of the Lender Group thereafter to demand strict compliance and performance therewith.

4. Conditions Precedent to Amendment. The satisfaction (or waiver in writing by Agent) of each of the following shall constitute conditions precedent to the effectiveness of the Amendment (such date being the "Amendment Effective Date"):

(a) Agent shall have received this Amendment, duly executed by each of the Loan Parties and each Lender.

(b) The Designated Transaction shall have been consummated (or shall be consummated concurrently with the Amendment Effective Date) in accordance with the Designated Transaction Documents and all applicable requirements of law.

(c) Agent shall have received a certificate from the Secretary of Parent, dated as of the Amendment Effective Date, attaching true, correct and copies of the certificate of merger with respect to the Designated Transaction for the State of Delaware, evidencing that such certificate of merger has been filed with the Delaware Secretary of State and the Merger Agreement and other Designated Transaction Documents. Such certificate from the Secretary of Parent shall certify that (i) the attached documents are true, correct and complete copies of the Designated Transaction Documents as of the Amendment Effective Date, (ii) all of the conditions to the effectiveness of the Designated Transaction Documents have been satisfied, (iii) such documents constitute all of the material Designated Transaction Documents, and (iv) each such document has been entered into by the applicable parties in compliance with all applicable laws and all necessary approvals and are in full force and effect.

(d) Prior to or concurrently with the consummation of the Designated Transaction, (i) all 2013 Convertible Notes Indebtedness shall have been satisfied in full, (ii) all Liens securing the 2013 Convertible Notes Indebtedness shall have been released, and (iii) the 2013 Convertible Notes Intercreditor Agreement shall have been terminated, and Agent shall have received a copy of a release letter, in substantially the form of Exhibit A attached hereto, executed by Claritas Capital Management Services, Inc., in its capacity as the 2013 Convertible Notes Agent.

(e) Prior to or concurrently with the consummation of the Designated Transaction, (i) all 2016 Convertible Notes Indebtedness shall have been satisfied in full, (ii) all Liens securing the 2016 Convertible Notes Indebtedness shall have been released, and (iii) the 2016 Convertible Notes Intercreditor Agreement shall have been terminated, and Agent shall have received a copy of a release letter, in substantially the form of Exhibit B attached hereto, executed by Claritas Capital Management Services, Inc., in its capacity as the 2016 Convertible Notes Agent.

(f) Prior to or concurrently with the consummation of the Designated Transaction, (i) all Permitted Mezzanine Debt (including any such Indebtedness owing to CareFirst Holdings, LLC and Wells Fargo Central Pacific Holdings, Inc.) shall have been satisfied in full, (ii) all Liens securing Permitted Mezzanine Debt shall have been released, and (iii) each Permitted Mezzanine Debt Intercreditor Agreement in effect as of the date hereof (including (x) the Permitted Mezzanine Debt Intercreditor Agreement, dated December 19, 2017, between Agent and CareFirst Holdings, LLC, and (y) the Permitted Mezzanine Debt Intercreditor Agreement, dated June 11, 2018, between Agent and Wells Fargo Central Pacific Holdings, Inc.) shall have been terminated, and Agent shall have received a copy of a release letter, in substantially the form of Exhibit C-1 attached hereto, executed by CareFirst Holdings, LLC, and a copy of a release letter, in substantially the form of Exhibit C-2 attached hereto, executed by Wells Fargo Central Pacific Holdings, Inc.

(g) Prior to or concurrently with the consummation of the Designated Transaction, (i) all Second Lien Indebtedness shall have been satisfied in full, (ii) all Liens securing the Second Lien Indebtedness shall have been released, and (iii) the Second Lien Intercreditor Agreement shall have been terminated, and Agent shall have received a copy of a payoff letter, in substantially the form of Exhibit D attached hereto, executed by Second Lien Agent, for itself and on behalf of the Second Lien Lenders.

(h) Agent shall have received evidence, in form and substance satisfactory to Agent, that, prior to or concurrently with the consummation of the Designated Transaction, all Indebtedness outstanding under the De Brouwer Subordinated Note shall have been satisfied in full, and Agent shall have received a copy of a payoff letter, in substantially the form of Exhibit E attached hereto, executed by Walter De Brouwer.

(i) Agent shall have received evidence, in form and substance satisfactory to Agent, that, prior to or concurrently with the consummation of the Designated Transaction, all Indebtedness outstanding under the Allred Note shall have been satisfied in full, and Agent shall have received a copy of a payoff letter, in substantially the form of Exhibit F attached hereto, executed by Jeffrey A. Allred IRA.

(j) After giving effect to this Amendment and the consummation of the Designated Transaction, the representations and warranties contained herein, in the Credit Agreement, and in the other Loan Documents, in each case shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall continue to be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date).

(k) No injunction, writ, restraining order, or other order of any nature prohibiting, directly or indirectly, the consummation of the transactions contemplated herein shall have been issued and remain in force by any Governmental Authority against any Loan Party, Agent, any other member of the Lender Group, or any Bank Product Provider.

(l) No Event of Default shall have occurred and be continuing as of the Amendment Effective Date, nor shall any Event of Default result from the consummation of the Designated Transaction or any of the other transactions contemplated herein.

(m) Borrowers shall pay concurrently with the closing of the transactions evidenced by this Amendment, all fees, costs, expenses and taxes then payable pursuant to the Credit Agreement and Section 7 of this Amendment.

5. Representations and Warranties. Each Loan Party hereby represents and warrants to Agent and each other member of the Lender Group as follows:

(a) It (i) is duly organized and existing and in good standing under the laws of the jurisdiction of its organization, (ii) is qualified to do business in any state where the failure to be so qualified could reasonably be expected to result in a Material Adverse Effect, and (iii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into this Amendment and the other Loan Documents to which it is a party and to carry out the transactions contemplated hereby and thereby.

(b) The execution, delivery, and performance by it of this Amendment and the performance by it of each Loan Document to which it is or will be a party, and the consummation of the Designated Transaction, in each case, (i) have been duly authorized by all necessary action, (ii) do not and will not (A) violate any material provision of federal, state or local law or regulation applicable to it or its Subsidiaries, the Governing Documents of it or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on it or its Subsidiaries, (B) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any Material Contract of it or its Subsidiaries where any such conflict, breach or default could individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (C) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (D) require any approval of any holder of Equity Interests of a Loan Party or any approval or consent of any Person under any Material Contract of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of material agreements, for consents or approvals, the failure to obtain could not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect.

(c) No registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority is required in connection with the execution, delivery and performance by it of this Amendment or any other Loan Document to which it is or will be a party.

(d) This Amendment is, and each other Loan Document to which it is or will be a party, when executed and delivered by each Person that is a party thereto, will be the legally valid and binding obligation of such Person, enforceable against such Person in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally.

(e) No injunction, writ, restraining order, or other order of any nature prohibiting, directly or indirectly, the consummation of the transactions contemplated herein has been issued and remains in force by any Governmental Authority against any Borrower, any Guarantor, Agent, any member of the Lender Group, or any Bank Product Provider.

(f) Parent has delivered to Agent true, correct and complete copies of the Designated Transaction Documents, including all schedules and exhibits thereto. The execution, delivery and performance of each of the Designated Transaction Documents has been duly authorized by all necessary action on the part of Holdings and Parent. Each Designated Transaction Document is the legal, valid and binding obligation of Holdings and Parent, enforceable against Holdings and Parent in accordance with its terms, in each case except (i) as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting generally the enforcement of creditors' rights and (ii) the availability of the remedy of specific performance or injunctive or other equitable relief is subject to the discretion of the court before which any proceeding therefore may be brought. Neither Holdings nor Parent is in default in the performance or compliance with any provisions thereof. All representations and warranties made by Holdings or Parent in the Designated Transaction Documents and in the certificates delivered in connection therewith are true, correct and complete in all material respects.

(g) As of the date hereof, the Designated Transaction has been consummated or will concurrently be consummated, in all material respects in accordance with all applicable laws. As of the date hereof, all requisite approvals by Governmental Authorities having jurisdiction over Holdings or Parent with respect to the Designated Transaction, have been obtained (including filings or approvals required under the Hart-Scott-Rodino Antitrust Improvements Act), except for any approval the failure to obtain could not reasonably be expected to be material to the interests of the Lenders.

(h) No Event of Default has occurred and is continuing as of the date of the effectiveness of this Amendment, and no condition exists which constitutes an Event of Default.

(i) The representations and warranties set forth in this Amendment, the Credit Agreement, as amended by this Amendment and after giving effect to this Amendment, and the other Loan Documents to which it is a party are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall continue to be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date).

(j) This Amendment has been entered into without force or duress, of the free will of each Loan Party, and the decision of each Loan Party to enter into this Amendment is a fully informed decision and such Person is aware of all legal and other ramifications of each decision.

(k) It has read and understands this Amendment, has consulted with and been represented by independent legal counsel of its own choosing in negotiations for and the preparation of this Amendment, has read this Amendment in full and final form, and has been advised by its counsel of its rights and obligations hereunder.

6. Covenants. Each Loan Party hereby covenants and agrees that, upon consummation of the Merger and no later than July 9, 2021, the Loan Parties shall comply with each of the following:

(a) Holdings and each of the ACO Subsidiaries shall become Loan Parties and shall provide to Agent a joinder agreement, in substantially the form of Exhibit G attached hereto, together with all of the additional requirements identified in Section 6 thereof.

(b) Visualize Health shall provide to Agent a Pledged Interests Addendum with respect to the pledge of Equity Interests of each ACO Subsidiary owned by Visualize Health, together with the original stock certificates, if any, representing all of the Equity Interests of each ACO Subsidiary held by Visualize Health, accompanied by undated stock powers executed in blank and other proper instruments of transfer, and the same shall be in full force and effect.

(c) Agent shall have received copies of Parent's Governing Documents, as amended, modified, or supplemented, after giving effect to the Designated Transaction on the Amendment Effective Date, which Governing Documents shall be (i) certified by the Secretary of Parent and (ii) with respect to Governing Documents that are charter documents, certified by the appropriate governmental official.

(d) Agent shall have received appropriate financing statement amendments to be filed with respect to the name change of Parent from "Sharecare, Inc." to "Sharecare Operating Company, Inc." in connection with the consummation of the Designated Transaction.

The failure to comply with any of the covenants set forth in this Section 6 within the applicable time frame set forth above shall constitute an immediate Event of Default.

7. Payment of Costs and Fees. Borrowers shall jointly and severally pay to Agent and each Lender all Lender Group Expenses (including, without limitation, the reasonable fees and expenses of any attorneys retained by Agent or any Lender) in connection with the preparation, negotiation, execution and delivery of this Amendment and any documents and instruments relating hereto.

8. Release.

(a) Effective on the date hereof, each Borrower and each Guarantor, for itself and on behalf of its successors, assigns, and officers, directors, employees, agents and attorneys, and any Person acting for or on behalf of, or claiming through it, hereby waives, releases, remises and forever discharges Agent and each Lender, each of their respective Affiliates, and each of their respective successors in title, past, present and future officers, directors, employees, limited partners, general partners, investors, attorneys, assigns, subsidiaries, shareholders, trustees, agents and other professionals and all other persons and entities to whom any member of the Lenders would be liable if such persons or entities were found to be liable to such Borrower or such Guarantor (each a "Releasee" and collectively, the "Releasees"), from any and all past, present and future claims, suits, liens, lawsuits, adverse consequences, amounts paid in settlement, debts, deficiencies, diminution in value, disbursements, demands, obligations, liabilities, causes of action, damages, losses, costs and expenses of any kind or character, whether based in equity, law, contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law (each a "Claim" and collectively, the "Claims"), whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, matured or unmatured, foreseen or unforeseen, past or present, liquidated or unliquidated, suspected or unsuspected, which such Borrower or such Guarantor ever had from the beginning of the world, now has, or might hereafter have against any such Releasee which relates, directly or indirectly to the Credit Agreement, any other Loan Document, or to any acts or omissions of any such Releasee with respect to the Credit Agreement or any other Loan Document, or to the lender-borrower relationship evidenced by the Loan Documents, except for the duties and obligations set forth in this Amendment. As to each and every Claim released hereunder, each Borrower and each Guarantor hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

As to each and every Claim released hereunder, each Borrower and each Guarantor also waives the benefit of each other similar provision of applicable federal or state law (including without limitation the laws of the state of New York), if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

Each Borrower and each Guarantor acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such Claims and agrees that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts. Each Borrower and each Guarantor understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(b) Each Borrower and each Guarantor, for itself and on behalf of its successors, assigns, and officers, directors, employees, agents and attorneys, and any Person acting for or on behalf of, or claiming through it, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee above that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by such Person pursuant to the above release. Each Borrower and each Guarantor further agrees that it shall not dispute the validity or enforceability of the Credit Agreement or any of the other Loan Documents or any of its obligations thereunder, or the validity, priority, enforceability or the extent of Agent's Lien on any item of Collateral under the Credit Agreement or the other Loan Documents. If any Borrower, any Guarantor, or any of their respective successors, assigns, or officers, directors, employees, agents or attorneys, or any Person acting for or on behalf of, or claiming through it violate the foregoing covenant, such Person, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by such Releasee as a result of such violation.

9. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

10. Amendments. This Amendment cannot be altered, amended, changed or modified in any respect except in accordance with Section 14.1 of the Credit Agreement.

11. Counterpart Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Amendment. Any party delivering an executed counterpart of this Amendment by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

12. Further Assurances. Borrowers shall execute and deliver all agreements, documents and instruments, in form and substance satisfactory to Agent, and take all actions as Agent may reasonably request from time to time to perfect and maintain the perfection and priority of the security interests of Agent in the Collateral and to consummate fully the transactions contemplated under this Amendment and the other Loan Documents.

13. Effect on Loan Documents.

(a) The Credit Agreement, as amended hereby, and each of the other Loan Documents, as amended as of the date hereof, shall be and remain in full force and effect in accordance with their respective terms and hereby are ratified and confirmed in all respects. The execution, delivery, and performance of this Amendment shall not operate, except as expressly set forth herein, as a modification or waiver of any right, power, or remedy of Agent or any Lender under the Credit Agreement or any other Loan Document. Except for the amendments to the Credit Agreement expressly set forth herein, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect. The amendments, waivers, consents and modifications set forth herein are limited to the specifics hereof (including facts or occurrences on which the same are based), shall not apply with respect to any facts or occurrences other than those on which the same are based, shall neither excuse any future non-compliance with the Loan Documents nor operate as a waiver of any Default or Event of Default, shall not operate as a consent to any further waiver, consent or amendment or other matter under the Loan Documents, and shall not be construed as an indication that any future waiver or amendment of covenants or any other provision of the Credit Agreement will be agreed to, it being understood that the granting or denying of any waiver or amendment which may hereafter be requested by any Borrower remains in the sole and absolute discretion of Agent and Lenders. To the extent that any terms or provisions of this Amendment conflict with those of the Credit Agreement or the other Loan Documents, the terms and provisions of this Amendment shall control.

(b) Upon and after the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereunder", "therein", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as modified and amended hereby.

(c) To the extent that any of the terms and conditions in any of the Loan Documents shall contradict or be in conflict with any of the terms or conditions of the Credit Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified or amended accordingly to reflect the terms and conditions of the Credit Agreement as modified or amended hereby.

(d) This Amendment is a Loan Document.

(e) Unless the context of this Amendment clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Amendment refer to this Amendment as a whole and not to any particular provision of this Amendment. Section, subsection, clause, schedule, and exhibit references herein are to this Amendment unless otherwise specified. Any reference in this Amendment to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

14. Entire Agreement. This Amendment, and the terms and provisions hereof, the Credit Agreement and the other Loan Documents constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous amendments or understandings with respect to the subject matter hereof, whether express or implied, oral or written.

15. Integration. This Amendment, together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

16. Reaffirmation of Obligations. Each Loan Party hereby (a) acknowledges and reaffirms its obligations owing to Agent, each member of the Lender Group, and the Bank Product Providers under each Loan Document to which it is a party, and (b) agrees that each of the Loan Documents to which it is a party is and shall remain in full force and effect. Each Loan Party hereby (i) further ratifies and reaffirms the validity and enforceability of all of the Liens and security interests heretofore granted, pursuant to and in connection with the Guaranty and Security Agreement or any other Loan Document to Agent, on behalf and for the benefit of each member of the Lender Group and each Bank Product Provider, as collateral security for the obligations under the Loan Documents in accordance with their respective terms, and (ii) acknowledges that all of such Liens and security interests, and all Collateral heretofore pledged as security for such obligations, continue to be and remain collateral for such obligations from and after the date hereof (including, without limitation, from after giving effect to this Amendment).

17. Ratification. Each Loan Party hereby restates, ratifies and reaffirms each and every term and condition set forth in the Credit Agreement and the Loan Documents effective as of the date hereof and as modified hereby.

18. Severability. In case any provision in this Amendment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Amendment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

"**Borrowers**"
SHARECARE, INC.,
a Delaware corporation

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

LUCID GLOBAL, INC.,
a Delaware corporation

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

HEALTHWAYS SC, LLC,
a Delaware limited liability company

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

SHARECARE HEALTH DATA SERVICES, INC.
(formerly known as Bactes Imaging Solutions, Inc.),
a Delaware corporation

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

SHARECARE HEALTH DATA SERVICES, LLC
(formerly known as Bactes Imaging Solutions, LLC),
a Delaware limited liability company

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

VISUALIZE HEALTH, LLC (formerly known as New VH, LLC), a Delaware limited liability company

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

HDS-VH HOLDINGS, INC., a Delaware corporation

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

MINDSCIENCES, INC.,
a Delaware corporation

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

SC-WHAI, LLC,
a Delaware limited liability company

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

SC HAWKINS, LLC,
a Delaware limited liability company

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

SHARECARE AI, INC.,
a Delaware corporatoin

By: /s/ Colin Daniel
Name: Colin Daniel
Title: EVP, Finance and HR

[SIGNATURE PAGE TO AMENDMENT NUMBER SIX TO CREDIT AGREEMENT AND CONSENT]

"**Agent**" and "**Lender**"
WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: /s/ Carl Schmitt
Name: Carl Schmitt
Title: Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NUMBER SIX TO CREDIT AGREEMENT AND CONSENT]

Exhibit 16.1

July 8, 2021

Office of the Chief Accountant
Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Ladies and Gentlemen:

We have read Sharecare Inc.'s (formerly known as Falcon Capital Acquisition Corp.) statements included under Item 4.01 of its Form 8-K dated July 8, 2021. We agree with the statements concerning our Firm under Item 4.01, in which we were informed of our dismissal on July 1, 2021, following completion of the Company's quarterly review for the period ended June 30, 2021, which consists only of the accounts of the pre-Business Combination Special Purpose Acquisition Company. We are not in a position to agree or disagree with other statements contained therein.

Very truly yours,

/s/ WithumSmith+Brown, PC

New York, New York

Exhibit 21.1

SHARECARE, INC.

List of Significant Subsidiaries

Entity Name	**Jurisdiction of Organization**
Healthways SC, LLC	Delaware
Lucid Global, Inc.	Delaware
MindSciences, Inc.	Delaware
SC-WHAI, LLC	Delaware
Sharecare	France
Sharecare ACO 1, LLC	Delaware
Sharecare ACO 2, LLC	Delaware
Sharecare ACO 3, LLC	Delaware
Sharecare ACO 4, LLC	Delaware
Sharecare ACO 5, LLC	Delaware
Sharecare ACO 6, LLC	Delaware
Sharecare ACO 7, LLC	Delaware
Sharecare ACO 8, LLC	Delaware
Sharecare ACO 9, LLC	Delaware
Sharecare ACO 10, LLC	Delaware
Sharecare AI, Inc.	Delaware
Sharecare Australia Pty Limited	Australia
Sharecare Brasil Servicos de Consultoria Ltda.	Brazil
Sharecare Digital Health International Limited	Ireland
Sharecare GmbH	Germany
Sharecare Hawkins, LLC	Delaware
Sharecare Health Data Services, Inc.	Delaware
Sharecare Health Data Services, LLC	Delaware
Sharecare Operating Company, Inc. (f/k/a Sharecare, Inc.)	Delaware
Visualize Health, LLC	Delaware

Exhibit 99.1

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Defined terms included below have the same meaning as terms defined and included elsewhere in this Form 8-K and, if not defined in the Form 8-K, the Registration Statement on Form S-4 (File No. 333-253113) (the "Registration Statement"). Unless the context otherwise requires, the "Company" refers to Sharecare, Inc. after the Closing, and Falcon Capital Acquisition Corp prior to the Closing.

The following unaudited pro forma condensed combined financial information present the combination of the financial information of FCAC and Sharecare adjusted to give effect to the Business Combination and related transactions. The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses".

FCAC was incorporated as a Delaware corporation on June 5, 2020 for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or other similar business combination with one or more operating businesses.

Sharecare was founded in 2009 to develop an interactive health and wellness platform.

On July 1, 2021, FCAC consummated the Business Combination pursuant to the terms of the Agreement and Plan of Merger, dated February 12, 2021, with Sharecare, FCAC Merger Sub Inc., and Colin Daniel (the "Representative"), solely in his capacity as representative of the stockholders of Sharecare. The merger was approved by FCAC's stockholders on June 29, 2021. In connection with the Merger Agreement, FCAC Merger Sub, Inc. merged with and into Sharecare with Sharecare surviving the merger as a wholly owned subsidiary of the Company. In addition, in connection with the consummation of the Business Combination, the Company changed its name to "Sharecare, Inc."

In connection with the closing of the Business Combination, (i) the issued and outstanding shares of FCAC's Class B common stock were automatically converted, on a one-for-one basis, into shares of Common Stock and (ii) the issued and outstanding shares of FCAC's Class A common stock were automatically converted, on a one-for-one basis, into shares of Common Stock. All of FCAC's outstanding warrants became warrants to acquire shares of Common Stock on the same terms as FCAC's warrants.

In connection with consummation of the Business Combination, the Sponsor delivered 1,713,000 shares of Common Shares (formerly FCAC Class B common stock held by the Sponsor) into escrow (the "Sponsor Earnout Shares") and the Company delivered 1,500,000 newly issued shares of Common Stock (the "Company Earnout Shares"), in each case, that are subject to forfeiture if certain earn-out conditions described more fully in the Earnout Escrow Agreement are not satisfied. The unaudited pro forma condensed combined balance sheet as of March 31, 2021 combines the historical balance sheet of FCAC and Sharecare on a pro forma basis as if the Business Combination and related transactions, summarized below, had been consummated on March 31, 2021. The unaudited pro forma condensed combined statements of operations for the three months ended March 31, 2021 and year ended December 31, 2020 combines the historical statements of operations of FCAC and Sharecare for such periods on a pro forma basis as if the Business Combination and related transactions had been consummated on January 1, 2020, the beginning of the earliest period presented. The unaudited pro forma condensed combined financial statements do not necessarily reflect what the post-combination company's financial condition or results of operations would have been had the Business Combination and related transactions occurred on the dates indicated. The pro forma combined financial information also may not be useful in predicting the future financial condition and results of operations of the post-combination company. The actual financial position and results of operations may differ significantly from the pro forma amounts reflected herein due to a variety of factors.

The combined financial information presents the pro forma effects of the following transactions:

- the merger of Sharecare with and into Merger Sub, a wholly owned subsidiary of FCAC, with Sharecare surviving the merger as a wholly-owned subsidiary of FCAC;
- Sharecare's acquisition of doc.ai discussed in Note 3; and
- the Private Placement issuance and sale of 42,585,000 shares of FCAC Class A common stock for a purchase price of $10.00 per share and an aggregate purchase price of $425.9 million in the Private Placement pursuant to the Subscription Agreements.

This information should be read together with FCAC's and Sharecare's audited financial statements and related notes, the sections titled *"Management's Discussion and Analysis of Financial Condition and Results of Operations of FCAC,"* and *"Management's Discussion and Analysis of Financial Condition and Results of Operations of Sharecare"* and other financial information incorporated by reference in this Form 8-K.

The Business Combination was accounted for as a reverse recapitalization in accordance with GAAP. Sharecare has been determined to be the accounting acquirer based on evaluation of the following facts and circumstances:

- Sharecare's existing stockholders have the largest voting interest in the combined company;
- Sharecare appointed a majority of the board of directors of the combined company;
- Sharecare's senior management will be the senior management of the combined company; and
- Sharecare is the larger entity based on historical revenues and business operations.

Under this method of accounting, FCAC was treated as the "acquired" company for financial reporting purposes. Accordingly, for accounting purposes, the Business Combination was treated as the equivalent of Sharecare issuing stock for the net assets of FCAC, accompanied by a recapitalization. The net assets of FCAC will be stated at historical cost, with no goodwill or other intangible assets recorded.

Description of the Business Combination

The following represents the aggregate merger consideration:

(in thousands)	Purchase price	Shares Issued
Stock Consideration[1]	$ 3,935,428	390,827
Cash Consideration[2]	91,698	
Debt Paydown[3]	14,539	
Total consideration	$ 4,041,665	390,827

(1) Stock consideration is calculated as the $3.8 billion equity value (consisting of $3.6 billion equity value plus $50.0 million strategic investment plus $192.5 million doc.ai equity value less $25.0 million as defined in the Merger Agreement) plus $209.6 million incremental value assuming cash exercise of options and warrants less cash consideration. Stock consideration is inclusive of Sharecare common stock, redeemable convertible preferred stock, warrants, options, and doc.ai acquisition. Subject to change pending finalization of share allocations.

(2) Calculated as the sum of the cash held in the trust account plus the PIPE and closing cash of Sharecare less FCAC redemptions, Sharecare debt pay down and transaction expenses for FCAC and Sharecare.

(3) The total debt to be paid down reflected in the unaudited pro forma balance sheet is $89.8 million which includes $75.6 million of debt and accrued interest outstanding at March 31, 2021 plus the doc.ai note payable of $14.0 million, and $0.2 million of other acrrued interests and fees. At the closing of the Business Combination, FCAC paid down $14.5 million of Sharecare's debt and remaining debt was repaid by Sharecare separately in April 2021 and at the closing of the Business Combination.

The following summarizes the unaudited pro forma common stock shares outstanding at Closing:

Ownership

actuals	Shares	%
FCAC public stockholders	14,635,970	4.4%
FCAC initial stockholders[1]	4,643,103	1.4%
FCAC other stockholders[2]	924,147	0.3%
Total FCAC	20,263,220	6.1%
Sharecare stockholders[3]	271,051,959	81.2%
PIPE investors	42,585,000	12.8%
Total Shares at Closing (excluding shares below)	**333,900,179**	**100%**
Shares underlying Sharecare warrants and options[3]	114,775,275	
Sharecare strategic investors Series A preferred shares[3]	5,000,000	
Total Shares at Closing (including shares above)	**453,675,454**	

(1) Represents the 8.6 million shares outstanding at March 31, 2021 less 1.7 million shares placed into escrow subject to earn-out provisions, 1.7 million shares forfeited (of which 1.3 million shares is forfeited and cancelled to provide for the Sharecare earn-out described below and 0.4 million shares transferred from the Sponsor to Sharecare's charity) and 0.5 million shares transferred pursuant to certain transactions that were entered into in connection with the Business Combination. Pursuant to the Merger Agreement, half of the Founder Shares shall vest 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, 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 properties having a value equaling or exceeding $12.50 per share. The other half of the Founder Shares shall vest 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, 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 properties having a value equaling or exceeding $15.00 per share.

(2) Represents the 0.4 million shares transferred from the Sponsor to Sharecare's charity and 0.5 million shares transferred pursuant to certain transactions that were entered into in connection with the Business Combination, plus 60 thousand shares for FCAC's independent directors that convert from Class B to Class A at close.

(3) The total shares to be issued includes legacy Sharecare and doc.ai common and preferred stock, convertible notes, and shares underlying options and warrants. Accordingly, the shares outstanding at the closing of the Business Combination has been adjusted to exclude the New Sharecare Series A Preferred Stock and the portion of consideration shares for options and warrants that will be unvested, unissued, and/or unexercised at the closing of the Business Combination. Additionally, excludes 1.5 million shares subject to an earn-out to be issued to Sharecare stockholders on a pro rata basis if the VWAP of the shares meet the thresholds noted in (1) above within the fifth anniversary of the closing.

Assumptions and estimates underlying the unaudited pro forma adjustments set forth in the unaudited pro forma condensed combined financial statements are described in the accompanying notes. The unaudited pro forma condensed combined financial statements have been presented for illustrative purposes only and are not necessarily indicative of the operating results and financial position that would have been achieved had the Business Combination and related transactions occurred on the dates indicated. Further, the unaudited pro forma condensed combined financial statements do not purport to project the future operating results or financial position of FCAC following the completion of the Business Combination and related transactions. The unaudited pro forma adjustments represent FCAC's management's estimates based on information available as of the date of these unaudited pro forma condensed combined financial statements and are subject to change as additional information becomes available and analyses are performed.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF MARCH 31, 2021
(in thousands)

	As of March 31, 2021				As of March 31, 2021
	FCAC (Historical)	Sharecare (Historical)	Transaction Accounting Adjustments		Pro Forma Combined
ASSETS					
Cash and cash equivalents	$ 325	$ 30,487	$ 345,009	**(a)**	$ 418,944
			425,850	**(b)**	
			(52,355)	**(c)**	
			(226)	**(c)**	
			(89,803)	**(d)**	
			(91,698)	**(e)**	
			(198,645)	**(i)**	
			50,000	**(j)**	
Accounts receivable, net	-	87,629			87,629
Other receivables	-	2,534			2,534
Prepaid expenses and other current assets	297	9,928	(12)	**(k)**	10,213
Total current assets	**622**	**130,578**	**388,120**		**519,320**
Cash and investments held in Trust Account	345,043	-	(34)	**(a)**	-
			(345,009)	**(a)**	
Property and equipment, net	-	3,887			3,887
Intangible assets, net	-	115,885			115,885
Goodwill	-	154,972			154,972
Other long-term assets	-	9,783	(525)	**(d)**	3,205
			(6,053)	**(c)**	
Total assets	**345,665**	**415,105**	**36,499**		**797,269**
LIABILITIES, REDEEMABLE STOCK, REDEEMABLE NON-CONTROLLING INREREST, AND STOCKHOLDERS' EQUITY (DEFICIT)					
Accounts payable and accrued expenses	226	-	(226)	**(c)**	-
Accounts payable	-	26,462	(1,006)	**(c)**	21,727
			(3,288)	**(g)**	
			(441)	**(d)**	
Accrued expenses and other current liabilities	-	66,423	(3,813)	**(c)**	58,499
			(111)	**(d)**	
			(14,000)	**(d)**	
			10,000	**(c)**	
Deferred revenue	-	29,273			29,273
Contract liabilities, current	-	4,172			4,172
Debt, current	-	842	(400)	**(d)**	442
Total current liabilities	**226**	**127,172**	**(13,285)**		**114,113**
Deferred underwriting compensation	12,075	-	(12,075)	**(c)**	-
Contract liabilities, noncurrent	-	5,122			5,122
Warrant liabilities	31,713	9,734			41,447
Long-term debt	-	199,113	(74,685)	**(d)**	2,835
			1,302	**(d)**	
			(122,895)	**(g)**	
Other long-term liabilities	-	21,940			21,940
Total liabilities	**44,014**	**363,081**	**(221,638)**		**185,457**
Commitment and contingencies					
Class A common stock subject to possible redemption	296,651	-	(296,651)	**(f)**	-
Redeemable non-controlling interest	-	4,000	(4,000)	**(l)**	-
Redeemable convertible preferred stock	-	190,875	(190,875)	**(g)**	-
			50,000	**(j)**	
			(50,000)	**(j)**	
Series A convertible redeemable preferred shares			50,000	**(j)**	50,000
Stockholders' equity (deficit)					
Common stock	1	2	4	**(b)**	33
			3	**(f)**	
			25	**(g)**	
			(2)	**(i)**	
Additional paid-in capital	14,240	280,670	425,846	**(b)**	1,005,056
			(46,751)	**(c)**	

			(91,698)	**(e)**	
			296,648	**(f)**	
			190,875	**(g)**	
			139,999	**(g)**	
			(1,000)	**(g)**	
			(25)	**(g)**	
			(9,241)	**(h)**	
			(198,643)	**(i)**	
			4,136	**(l)**	
Accumulated other comprehensive loss	-	(1,511)			(1,511)
Accumulated deficit	(9,241)	(423,958)	(34)	**(a)**	(443,576)
			(4,763)	**(c)**	
			(1,993)	**(d)**	
			(12,816)	**(g)**	
			9,241	**(h)**	
			(12)	**(k)**	
Total equity (deficit) attributable to stockholders	**5,000**	**(144,797)**	**699,799**		**560,002**
Non-controlling interest in subsidiaries	-	1,946	(136)	**(l)**	1,810
Total stockholders' equity (deficit)	**5,000**	**(142,851)**	**699,663**		**561,812**
Total liabilities, redeemable and stockholders' equity (deficit)	**$ 345,665**	**$ 415,105**	**$ 36,499**		**$ 797,269**

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE THREE MONTHS ENDED MARCH 31, 2021
(in thousands, except share and per share data)

	For the three months ended March 31, 2021 FCAC (Historical)	For the three months ended March 31, 2021 Sharecare (Historical)	Transaction Accounting Adjustments		For the three months ended March 31, 2021 Pro Forma Combined
Revenue	$ -	$ 89,609			$ 89,609
Costs and Operating expenses:					
Costs of revenue (exclusive of depreciation and amortization below)	-	44,394			44,394
Sales and marketing	-	11,510			11,510
Product and technology	-	20,454			20,454
General and administrative	862	19,554	(45)	**(aa)**	20,371
Franchise tax expenses	42	-			42
Depreciation and amortization	-	6,683	180	**(ff)**	6,863
Total costs and operating expenses	**904**	**102,595**	**135**		**103,634**
Loss from operations	**(904)**	**(12,986)**	**(135)**		**(14,025)**
Other income (expense):					
Change in fair market value of derivative warrant liabilities	8,973	-			8,973
Interest income	65	8	(65)	**(bb)**	8
Interest expense	-	(7,010)	6,571	**(cc)**	(439)
Other income (expense)	-	(11,878)			(11,878)
Total other income (expense)	**9,038**	**(18,880)**	**6,506**		**(3,336)**
Income (Loss) before income tax expense	**8,134**	**(31,866)**	**6,371**		**(17,361)**
Income tax benefit (expense)	-	(85)	16	**(dd)**	(69)
Net income (loss)	**8,134**	**(31,951)**	**6,387**		**(17,430)**
Net income (loss) attributable to non-controlling interest in subsidiaries	-	(106)	-		(106)
Net income (loss) attributable to stockholders	**$ 8,134**	**$ (31,845)**	**$ 6,387**		**$ (17,324)**
Weighted average Class A common stock outstanding	34,500,000				333,900,179
Net income (loss) per common stock, Class A - basic and diluted	$ -				$ (0.05)
Weighted average Class B common stock outstanding	8,625,000				-
Net income (loss) per common stock, Class B - basic and diluted	$ 0.94				-

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2020
(in thousands, except share and per share data)

	For the period from June 5 (inception) through December 31, 2020	For the year ended December 31, 2020			For the year ended December 31, 2020
	FCAC (Historical)	Sharecare As Adjusted (Note 3)	Transaction Accounting Adjustments		Pro Forma Combined
Revenue	$ -	$ 343,615			$ 343,615
Costs and Operating expenses:					
Costs of revenue (exclusive of depreciation and amortization below)	-	160,911			160,911
Sales and marketing	-	34,372			34,372
Product and technology	-	44,078			44,078
General and administrative	307	86,445	(48)	**(aa)**	97,336
			5,869	**(ee)**	
			4,763	**(gg)**	
Research and development	-	16,477			16,477
Depreciation and amortization	-	26,848			26,848
Total costs and operating expenses:	**307**	**369,131**	**10,584**		**380,022**
Loss from operations	**(307)**	**(25,516)**	**(10,584)**		**(36,407)**
Other income (expense):					
Warrant issuance transaction costs	(890)	-			(890)
Change in fair market value of derivative warrant liabilities	(16,261)	-			(16,261)
Change in fair value of SAFE	-	(10,419)			(10,419)
Interest income	82	101	(82)	**(bb)**	101
Interest expense	-	(31,043)	28,536	**(cc)**	(2,507)
Other income (expense)	-	(9,924)			(9,924)
Total other expense	**(17,069)**	**(51,285)**	**28,454**		**(39,900)**
Loss before income tax expense and loss from equity method investment	**(17,376)**	**(76,801)**	**17,870**		**(76,307)**
Income tax benefit (expense)	-	1,557	511	**(dd)**	2,068
Loss from equity method investment	-	(3,902)			(3,902)
Net loss	**(17,376)**	**(79,146)**	**18,381**		**(78,141)**
Net loss attributable to non-controlling interest in subsidiaries	-	(443)	-		(443)
Net loss attributable to stockholders	**$ (17,376)**	**$ (78,703)**	**$ 18,381**		**$ (77,698)**
Weighted average Class A common stock outstanding	34,500,000				333,900,179
Net income (loss) per common stock, Class A - basic and diluted	$ -				$ (0.23)
Weighted average Class B common stock outstanding	8,030,048				-
Net loss per common stock, Class A - basic and diluted	$ (2.16)				-

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

Basis of Presentation

The Business Combination was accounted for as a reverse recapitalization, with no goodwill or other intangible assets recorded, in accordance with GAAP. Under this method of accounting, FCAC was treated as the "acquired" company for financial reporting purposes. Accordingly, for accounting purposes, the Business Combination was treated as the equivalent of Sharecare issuing stock for the net assets of FCAC, accompanied by a recapitalization. The net assets of FCAC will be stated at historical cost, with no goodwill or other intangible assets recorded.

The unaudited pro forma condensed combined balance sheet as of March 31, 2021 assumes that the Business Combination and related transactions occurred on March 31, 2021. The unaudited pro forma condensed combined statement of operations for the three months ended March 31, 2021 and year ended December 31, 2020 presents pro forma effect to the Business Combination and related transactions as if they have been completed on January 1, 2020.

The unaudited pro forma condensed combined balance sheet as of March 31, 2021 has been prepared using, and should be read in conjunction with, the following:

- FCAC's unaudited consolidated balance sheet as of March 31, 2021 and the related notes incorporated by reference in this Form 8-K; and
- Sharecare's unaudited consolidated balance sheet as of March 31, 2021 and the related notes incorporated by reference in this Form 8-K.

The unaudited pro forma condensed combined statement of operations for the three months ended March 31, 2021 has been prepared using, and should be read in conjunction with, the following:

- FCAC's unaudited consolidated statement of operations for the three months ended March 31, 2021 and the related notes incorporated by reference in this Form 8-K; and
- Sharecare's unaudited consolidated statement of operations for the three months ended March 31, 2021 and the related notes incorporated by reference in this Form 8-K.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 has been prepared using, and should be read in conjunction with, the following:

- FCAC's audited statement of operations for the period from June 5, 2020 (date of inception) through December 31, 2020 and the related notes incorporated by reference in this Form 8-K; and
- Sharecare's audited consolidated statement of operations for the year ended December 31, 2020 and the related notes incorporated by reference in this Form 8-K.

Management has made significant estimates and assumptions in its determination of the pro forma adjustments. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented.

The unaudited pro forma condensed combined financial information does not give effect to any anticipated synergies, operating efficiencies, tax savings or cost savings that may be associated with the Business Combination and related transactions. The pro forma adjustments reflecting the consummation of the Business Combination and related transactions are based on certain currently available information and certain assumptions and methodologies that FCAC believes are reasonable under the circumstances. The unaudited condensed pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments and it is possible the difference may be material. FCAC believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Business Combination and related transactions based on information available to management at the time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

Accounting Policies

After the consummation of the Business Combination and related transactions, management will perform a comprehensive review of the entities' accounting policies. As a result of the review, management may identify differences between the accounting policies of the two entities which, when conformed, could have a material impact on the financial statements of the combined company. Based on its initial analysis, FCAC has identified the presentation differences that would have an impact on the unaudited pro forma condensed combined financial information and recorded the necessary adjustments.

Sharecare's doc.ai Acquisition

On January 26, 2021, Sharecare entered into an Agreement and Plan of Merger to acquire 100% of the outstanding equity interest of doc.ai. Incorporated on August 4, 2016 and headquartered in Palo Alto, California, doc.ai is an enterprise AI platform accelerating digital transformation in healthcare. The acquisition of doc.ai closed on February 22, 2021. The Company acquired doc.ai for its developed technology and customer relationships. Total preliminary purchase consideration is approximately $120.6 million. As Sharecare is determined to be the accounting acquirer in the doc.ai acquisition, the doc.ai acquisition will be considered a business combination under ASC 805, and will be accounted for using the acquisition method of accounting. Sharecare will record the fair value of assets acquired and liabilities assumed from doc.ai.

The estimated consideration paid by Sharecare for the doc.ai acquisition is as follows:

		(in thousands)
Estimated Consideration		
Equity Consideration[(1)]	$	81,292
Cash Consideration		15,000
Note Payable[(2)]		14,000
Deferred Equity/Contingent Consideration[(1)]		10,304
Total estimated purchase consideration	**$**	**120,596**

(1) Represents value of Sharecare common stock and rollover options to be issued to doc.ai. These amounts are based on the preliminary ASC 805 valuation, which are subject to change.

(2) Represents the $14.0 million, 1% interest bearing note due upon the earlier of December 31, 2021 or the closing of this Business Combination that was issued by Sharecare as part of the consideration. The note was settled at the closing of this Business Combination.

For all assets acquired and liabilities assumed other than identified intangible assets below and goodwill, the carrying value was assumed to equal fair value. The final determination of the fair value of certain assets and liabilities will be completed within the one-year measurement period as required by ASC 805. Accordingly, the purchase price allocation is subject to further adjustment as additional information becomes available and as additional analyses and final valuations are completed. There can be no assurances that these additional analyses and final valuations will not result in significant changes to the estimates of fair value set forth below.

The table below indicates the preliminary estimated fair value of each of the identifiable intangible assets. These have been prepared based on preliminary estimates so the actual amounts recorded for the acquisition may differ significantly from the information presented.

(in thousands, except for useful lives)	Preliminary Fair Value	Estimated Weighted Average Useful Life (Years)	Estimated Annual Amortization	Estimated Quarterly Amortization
Acquired technology	$ 15,668	15	1,045	261
Customer relationships	21,122	19	1,112	278
Total Preliminary Fair Value	**36,790**		**2,157**	**539**
Historical Expense			490	359
Statement of Operations Adjustment			**$ 1,667**	**$ 180**

The preliminary fair values of the acquired technology intangible assets were determined by using an "income approach," specifically the relief-from-royalty approach, which is a commonly accepted valuation approach. This approach is based on the assumption that in lieu of ownership, a firm would be willing to pay a royalty in order to exploit the related benefits of this asset. The fair values of the customer relationship intangible assets were determined by using an "income approach," specifically a multi-period excess earnings approach, which is a commonly accepted valuation approach. Under this approach, the net earnings attributable to the asset or liability being measured are isolated using the discounted projected net cash flows. These projected cash flows are isolated from the projected cash flows of the combined asset group over the remaining economic life of the intangible asset or liability being measured. The preliminary estimates of remaining average useful lives for the intangible assets were determined by assessing the period of economic benefit of the asset. These preliminary estimates of fair value and estimated useful lives may differ from final amounts Sharecare will calculate after completing a detailed valuation analysis, and the difference could have a material effect on the accompanying unaudited pro forma condensed combined financial information, including increases or decreases to the expected amortization expense.

The following table sets forth a preliminary allocation of the estimated consideration for the doc.ai acquisition to the identifiable tangible and intangible assets acquired and liabilities assumed, with the excess recorded as goodwill:

Estimated Goodwill[(1)]	
Total current assets	$ 12,861
Intangible assets, net	36,790
Total assets acquired (a)	**49,651**
Total liabilities assumed (b)	**8,641**
Net assets acquired (a) – (b) = (c)	**41,010**
Estimated purchase consideration (d)	120,596
Estimated goodwill (d) – (c)	**$ 79,586**

(1) Individual assets and liabilities acquired except for the assets for which preliminary fair value has been determined are condensed.

In accordance with ASC Topic 350, Goodwill and Other Intangible Assets, goodwill will not be amortized, but instead will be tested for impairment at least annually or more frequently if certain indicators are present. In the event management determines that the value of goodwill has become impaired, an accounting charge for the amount of impairment during the quarter in which the determination is made may be recognized. Goodwill recognized is not expected to be deductible for tax purposes.

For the purposes of the unaudited pro forma condensed combined statements of operations for the year ended December 31, 2020, the Sharecare historical audited consolidated statement of operations for the year ended December 31, 2020 were combined with doc.ai's audited statement of operations for the year ended December 31, 2020 and adjusted for the preliminary purpose price allocation shown above as well as for reclassifications to align the financial statement captions for presentation purposes. As the acquisition closed as of and for the three months ended March 31, 2021, no such adjustments were performed for the purposes of the unaudited pro forma condensed combined balance sheet as of March 31, 2021 and statements of operations for the three months ended March 31, 2021. The ending amounts from this exercise are included in the "Sharecare As Adjusted" columns in the unaudited pro forma condensed combined statements of operations for the year ended December 31, 2020.

"Sharecare As Adjusted" for the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 was determined as follows:

(in 000's)	Year Ended December 31, 2020 Sharecare (Historical)	Doc.ai (Historical)	Reclassifications and other adjustments	Doc.ai pro forma fair value adjustments	Sharecare (As Adjusted)
Revenue	$ 328,805	$ 14,810			$ 343,615
Costs and Operating expenses:					
Costs of revenue (exclusive of depreciation and amortization below)	160,911	—			160,911
Sales and marketing	33,335	1,037			34,372
Product and technology	44,078	—			44,078
General and administrative	83,238	3,207			86,445
Research and development	—	16,974	(497)		16,477
Depreciation and amortization	24,684	—	497	1,667	26,848
Total costs and operating expenses:	**346,246**	**21,218**	**—**	**1,667**	**369,131**
Loss from operations	**(17,441)**	**(6,408)**	**—**	**(1,667)**	**(25,516)**
Other income (expense):					
Change in fair value of SAFE	—	(10,419)			(10,419)
Interest income	71	30			101
Interest expense	(31,037)	(6)			(31,043)
Other miscellaneous income (expense)	—	(215)	215		—
Other income (expense)	(9,709)	—	(215)		(9,924)
Total other income (expense)	**(40,675)**	**(10,610)**	**—**	**—**	**(51,285)**
Loss before income tax expense and loss from equity method investment	**(58,116)**	**(17,018)**	**—**	**(1,667)**	**(76,801)**
Income tax benefit (expense)	1,557	—			1,557
Loss from equity method investment	(3,902)	—			(3,902)
Net loss	**(60,461)**	**(17,018)**	**—**	**(1,667)**	**(79,146)**
Net (loss) income attributable to non-controlling interest	(443)				(443)
Net loss attributable to stockholders	**$ (60,018)**	**$ (17,018)**	**$ —**	**$ (1,667)**	**$ (78,703)**

Fair value adjustments reflect the incremental amortization expense associated with the fair value step up of intangible assets, net.

Adjustments to Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined financial information has been prepared to illustrate the effect of the Business Combination and related transactions and has been prepared for informational purposes only.

The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses." Release No. 33-10786 replaces the existing pro forma adjustment criteria with simplified requirements to depict the accounting for the transaction ("*Transaction Accounting Adjustments*") and present the reasonably estimable synergies and other transaction effects that have occurred or are reasonably expected to occur ("*Management's Adjustments*"). The Company has elected not to present Management's Adjustments and will only be presenting Transaction Accounting Adjustments in the following unaudited pro forma condensed combined financial information.

The pro forma combined provision for income taxes does not necessarily reflect the amounts that would have resulted had the post-combination company filed consolidated income tax returns during the periods presented.

The pro forma basic and diluted earnings per share amounts presented in the unaudited pro forma condensed combined statements of operations are based upon the number of post-combination company's Class A common stock outstanding, assuming the Business Combination and related transactions occurred on January 1, 2020.

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet

The Transaction Accounting Adjustments included in the unaudited pro forma condensed combined balance sheet as of March 31, 2021 are as follows:

a. Reflects the reduction of cash and investments held in the Trust Account since March 31, 2021 and reclassification of such amount that becomes available at the closing of the Business Combination.

b. Reflects the gross proceeds of $425.9 million from the issuance and sale of 42,585,000 shares of Class A common stock at $10.00 per share in the Private Placement pursuant to the Subscription Agreements. Fees associated with the Private Placement are included in total transaction costs below.

c. Reflects $64.0 million of estimated transaction costs to be incurred in connection with the Business Combination, of which $1.6 million was already paid as of March 31, 2021, $10.0 million accrued as a liability to be paid for transaction bonuses after the closing and $52.4 million paid in cash. Total transaction costs allocated between accumulated deficit and additional paid in capital. Further, the cash settlement of $52.4 million includes approximately $12.1 million of deferred underwriting costs related to the FCAC IPO payable at closing,$14.1 million for the Private Placement above which is offset against additional paid in capital, 4.8 million included in Sharecare accounts payable and accrued expenses, and 21.4 million related to legal, financial advisory and other professional fees. Additionally, represents 6.1 million capitalized as a deferred asset that will be reclassed to additional paid in capital at close. $0.2 million of FCAC accounts payable and accrued expenses was separately settled out of the FCAC cash balance at close.

d. Reflects the repayment of Sharecare's outstanding debt. Of the amount, approximately $75.3 million was repaid by Sharecare in April and at the close of the Business Combination for its Senior Secured Credit Agreement and Second Lien Credit Agreement. The remaining $14.5 million was repaid by FCAC for the principal and interests on Sharecare's $14.0 million, 1% interest bearing doc.ai note payable and $400K Note payable.

e. Reflects the payment of $91.7 million of cash consideration to certain Sharecare shareholders.

f. Reflects the reclassification of common stock subject to possible redemption to permanent equity at $0.0001 par value.

g. Reflects the recapitalization of Sharecare's equity and issuance of 271.1 million shares of Class A common stock at $0.0001 par value for the reverse recapitalization. Shares outstanding prior to the closing of the Business Combination includes shares for Sharecare's outstanding common stock, redeemable convertible preferred stock, Series B-3 Convertible Notes, Series B-4 Convertible Notes, Series B Convertible promissory note, warrants, and options as well as options for doc.ai acquisition by Sharecare. Shares subject to further vesting and exercise terms are excluded as shown in the capitalization table herein. Also reflects the allocation of the debt issuance costs associated between APIC and accumulated deficit. The ending par value for the combined company also includes the par value of the Founder Shares held by the Initial Stockholders and other investors that converted from Class B common stock to Class A common stock at close.

h. Reflects the reclassification of the historical accumulated deficit of FCAC to additional paid in capital as part of the reverse recapitalization.

i. Reflects the redemption of approximately 19.9 million FCAC public shares outstanding at a redemption price of $10.00 per share for $198.6 million held in trust, which is allocated to Class A common stock and additional paid-in capital using $0.0001 par value per share.

j. Reflects the investment from the Strategic Investor of $50.0 million in exchange for approximately 0.06 million Sharecare Series D Preferred Stock which converted to 5.0 million shares of New Sharecare Series A Preferred Stock (as defined herein) upon transaction close. The New Sharecare Series A Preferred Stock has a Liquidation Preference equal to the outstanding principal amount plus any accrued and unpaid dividends. They will share in any dividends paid on New Sharecare common stock on an as converted basis but will not accrue separate dividends. The New Sharecare Series A Preferred Stock is convertible at any time, at the holder's option, into New Sharecare common stock at a conversion price equal to the issue price (as converted in connection with the Business Combination). Following the business combination, New Sharecare will have the right to require the conversion of the outstanding New Sharecare Series A Preferred Stock beginning three years after the issue date at the applicable conversion price if the closing price of New Sharecare common stock exceeds 130% of the issue price for at least 20 trading days during a period of 30 consecutive trading days. If not previously converted to New Sharecare common stock, on the fifth anniversary of the issue date, New Sharecare will be obligated to redeem the New Sharecare Series A Preferred Stock at the Liquidation Preference value.

k. Reflects the settlement of the amounts prepaid to an affiliate of the Sponsor under FCAC's administrative support agreement which will cease upon the close of the Business Combination.

l. Reflects the settlement of the redeemable non-controlling interest and portion of the non-controlling interest in exchange for common shares of Sharecare that occurred on June 30, 2021 prior to the closing of the Business Combination.

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Statements of Operations

The accounting adjustments listed below include transaction accounting adjustments related to the Business Combination as well as the doc.ai preliminary purchase accounting adjustments. A description of the amounts included in the unaudited pro forma condensed combined statement of operations for the three months ended March 31, 2021 and year ended December 31, 2020 are as follows:

aa. Reflects the elimination of the FCAC administrative service fee paid to the Sponsor that will cease upon the close of the Business Combination.

bb. Reflects the elimination of interest income earned on the FCAC Trust Account.

cc. Reflects the elimination of the interest expense associated with the Second Lien Credit Agreement, Note Payable, Series B-3 Convertible Notes, Series B-4 Convertible Notes, and Series B Convertible promissory note that were repaid in cash at or prior to closing or were settled as part of consideration at the closing of the Business Combination.

dd. Reflects income tax effect of pro forma adjustments using the estimated effective tax rate of (0.26%) and 2.86% for the three months ended March 31, 2021 and year ended December 31, 2020, respectively. In its historical periods, Sharecare concluded that it is more likely than not that it will not recognize the full benefits of federal and state net deferred tax assets and as a result established a valuation allowance. For pro forma purposes, it is assumed that this conclusion will continue at the close date of the Business Combination and as such, the effective tax rate for each period is reflected.

ee. Represents the recognition of stock compensation expense for certain stock options held by Sharecare stockholders that are expected to vest upon consummation of a liquidity event which includes this Business Combination based on the terms and conditions in the respective stock option agreements. Due to these stock options only vesting upon a liquidity event, no stock compensation expense was recognized by Sharecare in the historical financial statements. This is a non-recurring item.

ff. Represents the incremental amortization expense for the three months ended March 31, 2021 associated with the fair value of intangible assets recognized upon Sharecare's acquisition of doc.ai described in Note 3 above. The incremental amortization expense for the year ended December 31, 2020 is captured in Note 3 above.

gg. Represents the portion of transaction costs for the Business Combination not eligible for capitalization. Transaction costs are reflected as if incurred on January 1, 2020, the date the Business Combination occurred for the purposes of the unaudited pro forma condensed combined statement of operations. This is a non-recurring item.

Loss per Share

Represents the net loss per share calculated using the historical weighted average shares outstanding, and the issuance of additional shares in connection with the Business Combination and related transactions, assuming the shares were outstanding since January 1, 2020. As the Business Combination and related transactions are being reflected as if they had occurred at the beginning of the periods presented, the calculation of weighted average shares outstanding for basic and diluted net loss per share assumes that the shares issuable relating to the Business Combination and related transactions have been outstanding for the entire periods presented. When assuming maximum redemption, this calculation is adjusted to eliminate such shares for the entire period.

The unaudited pro forma condensed combined financial information has been prepared for the three months ended March 31, 2021 and year ended December 31, 2020:

(in thousands, except share and per share data)	Three Months Ended March 31, 2021	Year Ended December 31, 2020
Pro forma weighted average common stock outstanding - basic and diluted	333,900,179	333,900,179
Net income (loss) per common stock, Class A - basic and diluted	$ (0.05)	$ (0.23)
Numerator:		
Pro forma net loss	$ (17,324)	$ (77,698)
Denominator:		
Pro forma weighted average shares outstanding - basic and diluted		
FCAC public stockholders	14,635,970	14,635,970
FCAC initial stockholders	5,139,000	5,139,000
FCAC other stockholders	488,250	488,250
Total Falcon	**20,263,220**	**20,263,220**
Sharecare stockholders	271,051,959	271,051,959
PIPE investors	42,585,000	42,585,000
Pro forma weighted average shares outstanding - basic and diluted[(1)(2)(3)]	**333,900,179**	**333,900,179**

(1) For the purposes of applying the if converted method for calculating diluted earnings per share, it was assumed that all outstanding warrants sold in the IPO and warrants sold in the private placement net of forfeitures are exchanged for 17.4 million Class A common stock. However, since this results in anti-dilution, the effect of such exchange was not included in calculation of diluted loss per share.

(2) For the purposes of applying the if converted method for calculating diluted earnings per share, it was assumed that all outstanding Sharecare including doc.ai options and warrants included in consideration and that roll over as part of the Business Combination are exchanged for 114.8 million Class A common stock. However, since this results in anti-dilution and the shares are issuable upon the occurrence of future events (i.e. exercise of stock options and warrants), the effect of such exchange was not included in calculation of diluted loss per share. Excludes any shares for the earnouts associated with the WhiteHat.AI and Visualize Health Sharecare acquisitions in 2020 as the earn-outs have not met their revenue and cash flow targets. Excludes series A preferred shares convertible into 5.0 million Class A common stock.

(3) Excludes 1.7 million Earnout Shares for the FCAC initial stockholders and 1.5 million Earnout Shares for the Sharecare stockholders placed into escrow at close as these are not participating securities and results in anti-dilution.

Exhibit 99.2

Sharecare closes business combination with Falcon Capital Acquisition Corp., will begin trading on Nasdaq under symbol "SHCR" on July 2

ATLANTA, July 1, 2021 – Sharecare, Inc. ("Sharecare"), the digital health company that helps people manage all their health in one place, today announced that it has completed its business combination with Falcon Capital Acquisition Corp. ("Falcon") (NASDAQ: FCAC), a special purpose acquisition company. The transaction was approved by Falcon's shareholders on June 29, 2021, during a Special Meeting in which 97% of the votes cast were in favor of merger. Beginning July 2, 2021, Sharecare's shares of Class A common stock will trade on the NASDAQ under the symbol "SHCR."

"Sharecare is the leader in digital health engagement and the only platform empowering people to navigate, activate, and connect with their doctor, insurance company, and employer benefits all in one app, unifying the disparate elements of each person's well-being journey," said Jeff Arnold, founder, chairman, and chief executive officer of Sharecare. "As a profitable, high-growth company with zero debt on our balance sheet, we intend to use the proceeds from this transaction to fund continued growth through product development, expansion of our commercialization capabilities, and M&A. We look forward to this next phase as a public Company and are laser-focused on simplifying the overall health experience, improving outcomes, and reducing cost on behalf of individuals, communities, and organizations everywhere."

As a result of the business combination, Sharecare will receive gross proceeds of over $571 million, prior to transaction expenses, including investments from funds managed by Koch Strategic Platforms, Baron Capital Group, Eldridge, Woodline Partners LP, and strategic partner, Digital Alpha which will be used to fuel continued growth, engagement, and innovation. Separately, Anthem, Inc. made a direct investment in Sharecare, and the Companies are partnering to build affordable, high-quality, whole-health advocacy solutions. Arnold and Sharecare's management team will continue to lead the combined company.

"We believe passionately in Sharecare's ability to drive meaningful transformation across the healthcare ecosystem and innovate at scale," said Alan Mnuchin, chairman and chief executive officer of Falcon. "We had very specific selection criteria in mind for our ideal partner: an organization that developed an industry-leading solution, demonstrated the readiness of a public company, and truly represented a differentiated 'category of one.' Sharecare *is* that organization; and with Jeff and the incredible management team, we are confident in the Company's vision, diverse business model, and, most importantly, its ability to impact positive change in millions of people's lives."

"We think of Koch as a laboratory—a place for innovation and experimentation—which allows us to bring value beyond just investing when it's appropriate, and we are excited about the opportunity to contribute to Sharecare's success as it enters the public market," said David Park, president of Koch Strategic Platforms. "As an innovative company with great long-term fundamentals sitting at the intersection of media, technology, and healthcare, Sharecare is well positioned to drive much needed disruption across the digital health continuum."

Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC acted as financial advisors and King & Spalding LLP acted as legal counsel to Sharecare. BTIG, LLC and Canaccord Genuity LLC acted as capital markets advisors 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.

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, the intended use of proceeds from the business combination, Sharecare's anticipated future performance and its ability to innovate and positively impact the healthcare ecosystem. 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 recognize the anticipated benefits of the business combination, the outcome of any legal proceedings that may be instituted against Falcon or Sharecare, the impact of COVID-19, the ability to maintain the listing of Sharecare's common stock on Nasdaq following the business combination, changes in applicable laws or regulations, the possibility that Sharecare may be adversely affected by other economic, business, and/or competitive factors, and other risks and uncertainties, including those included in Falcon's or Sharecare's filings with the Securities and Exchange Commission. Most of these factors are outside of Falcon'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.

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