



## Mutual Non-Disclosure Agreement

In order to evaluate and possibly enter into a business transaction (the "Purpose"), Sharecare, Inc. ("Company") and the individual or entity identified below, for themselves and their subsidiaries and affiliates, hereby agree as follows:

**1. Effective Date.** The Effective Date of this agreement is the earlier to occur of: (i) the date this agreement is entered into by the parties; or (ii) the first date on which the parties engage in the Purpose.

**2. Parties.** A party (the "Discloser") may disclose to the other party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information").

**3. Purpose.** Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents or third party contractors who need to know it and if they have agreed with either party in writing, or have a duty, to keep information confidential in accordance with this Agreement ("Representatives"). Each party shall be responsible for any breach of this Agreement by any of their Representatives.

**4. Personal Information.** The term "Personal Information" refers to any private information which identifies an individual such as names, addresses, telephone numbers, electronic addresses, social security numbers, credit card numbers, medical records, and demographic information. The Recipient shall comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to any Personal Information disclosed to Recipient. Without limiting the generality of the preceding sentence, the Recipient agrees that it will not use nor disclose to any other party any Personal Information.

**5. Exceptions.** Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice.

**6. Termination.** Either party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination and for any ongoing transactions.

**7. Duration.** Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure. Notwithstanding the foregoing, the Recipient acknowledges that (i) its obligations under this agreement with respect to Personal Information shall remain in effect for as long as such information shall remain Personal Information under applicable law; and (ii) its obligations under this agreement with respect to trade secrets shall remain in effect for as long as such information shall remain a trade secret under applicable law.

**8. No Obligation.** This agreement imposes no obligation to proceed with any business transaction.

**9. No Licenses.** No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.

**10. Independent Development; No Duty to Provide Access.** Nothing in this Agreement shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any product or service that is developed without use of the Confidential Information, nor require a party to disclose any Confidential Information.

**11. Relationship.** This agreement does not create any agency or partnership relationship.

**12. Entire Agreement.** This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. Failure to enforce any of provisions of this agreement will not constitute a waiver.

**13. Governing Law.** This agreement is governed by the laws of the state listed in the notice address of Company, excluding its conflict-of-laws principles.

#### 14. Notice of Immunity under the Defend Trade Secrets Act

The Defend Trade Secrets Act, 18 U.S.C. § 1833(b), provides an immunity for the disclosure of a trade secret to report a suspected violation of law and/or in an anti-retaliation lawsuit, as follows:

(1) IMMUNITY. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

## Accepted and Agreed

### Company Information:

Legal Name of Company: Sharecare, Inc.

Address: 255 East Paces Ferry Road NE, Suite 700 Atlanta, Georgia 30305 United States

By:

Print Name:

Title:

Date:

### Your Information:

Legal Name of Party:

Address:

By:

Print Name:

Title:

Date:

PLEASE EMAIL A SCANNED COPY OF THE SIGNED DOCUMENT TO [legal@sharecare.com](mailto:legal@sharecare.com).

Please provide the email address of your primary Sharecare business contact. A copy of this Agreement will be emailed to your Sharecare business contact at the email address you provide.

Sharecare Business Contact Email:	
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