EXHIBIT B

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

PAUL BERGER REVOCABLE TRUST *Plaintiff*, v. FALCON EQUITY INVESTORS LLC, EAGLE FALCON JV CO LLC, ALAN G. MNUCHIN, JEFF SAGANSKY, EDGAR BRONFMAN, JR., KAREN FINERMAN, MICHAEL RONEN, AND SAIF RAHMAN, *Defendants*.	)	C.A. No. 2023-0820-JTL

NOTICE OF: (I) SETTLEMENT AND PLAN OF ALLOCATION; AND (II) AN AWARD OF ATTORNEYS' FEES AND EXPENSES

TO: ALL RECORD AND BENEFICIAL HOLDERS WHO HELD FALCON CAPITAL ACQUISITION CORP. CLASS A COMMON STOCK WHO HELD SUCH STOCK IMMEDIATELY FOLLOWING JUNE 25, 2021, THE REDEMPTION DEADLINE, HAD THE RIGHT TO, BUT DID NOT, EXERCISE THEIR RIGHT TO REDEEM SOME OR ALL SHARES OF SUCH STOCK, INCLUDING THEIR HEIRS, SUCCESSORS-IN-INTEREST, SUCCESSORS, TRANSFEREES AND ASSIGNS, EXCLUDING ANY EXCLUDED PERSONS (THE "CLASS" OR "CLASS MEMBERS").

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT JUNK MAIL, AN ADVERTISEMENT, OR SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THE LITIGATION. PLEASE NOTE THAT IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT

DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM ("PROOF OF CLAIM") **POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE MARCH 10, 2025.**

If you have any questions about this Notice, the Settlement, or your eligibility to participate in the Settlement, please DO NOT contact Falcon Capital Acquisition Corp. ("FCAC" or the "Company"), Sharecare, Inc., or any other Defendant in the litigation or their counsel. All questions should be directed to the Settlement Administrator or Plaintiff's Counsel (*see* Paragraph 48 below).

This Notice of: (I) Settlement and Plan of Allocation and (II) Award of Attorneys' Fees and Expenses ("Notice") has been posted on the Settlement website. The purpose of this Notice is to inform you of the $11.5 million settlement (the "Settlement") reached in the above-captioned class action lawsuit (the "Action"); your rights with respect to the Settlement; and the hearing that was held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and the Plan of Allocation, as well as the application for fees and expenses by Plaintiff's Counsel and Plaintiff, as set forth in the Stipulation and Agreement of Settlement, Compromise, and Release dated November 6, 2024, and subsequently amended on February __, 2025 (the "Stipulation") by and among plaintiff Paul Berger Revocable Trust ("Plaintiff"), on behalf of itself and the Class (as defined above); and defendants Falcon Equity Investors LLC, Eagle Falcon JV Co LLC, Alan G. Mnuchin, Jeff Sagansky, Edgar Bronfman, Jr., Karen Finerman, Michael Ronen, and Saif Rahman (collectively, "Defendants"), by their respective counsel.[1] This Notice describes what steps you may take in relation to the Settlement and the Action.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action as to the Defendants or the merits of the claims or defenses asserted by or against the Defendants. This Notice is solely to advise you of the Settlement of the Action and of your rights in connection therewith. Defendants have: (i) denied all claims and wrongdoing asserted in the Action and any liability arising out of the conduct alleged therein; and (ii) asserted various defenses. No trial has yet occurred

[1] The Stipulation can be viewed and/or downloaded at www.SharecareStockholderSettlement.com. Unless otherwise indicated, all capitalized terms used herein have the same meaning as the terms defined in the Stipulation. The singular forms of nouns and pronouns include the plural and vice versa.

in the Action and no findings of fact, fault, or liability have been made as to any of the parties.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. SUBMIT A CLAIM FORM *POSTMARKED*, OR ONLINE, NO LATER THAN MARCH 10, 2025.	**If you are a member of the Class (defined above and in Paragraph 21 below), you may be eligible to receive a *pro rata* distribution from the Settlement proceeds. Your distribution from the Settlement will be paid to you directly. *See* Paragraphs 32-37 below for further discussion.**
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS *RECEIVED* NO LATER THAN MARCH 10, 2025.	**If you are a member of the Class and would like to object to the Settlement or the revised Plan of Allocation, you may write to the Court and explain the reasons for your objection.**

WHAT THIS NOTICE CONTAINS

What Is The Purpose Of This Notice?	**Page 5**
What Is This Case About?	**Page 5**
How Do I Know If I Am Affected By The Settlement?	**Page 8**
What Are The Terms Of The Settlement?	**Page 9**
What Are The Parties' And Company's Reasons For The Settlement?	**Page 9**
How Much Will My Payment From The Settlement Be? How Will I Receive My Payment?	**Page 10**
What Claims Does The Settlement Release?	**Page 14**
How Will Class Counsel Be Paid?	**Page 17**
Can I See The Court File? Whom Should I Contact If I Have Questions?	**Page 19**
What If I Held Stock Or Warrants On Someone Else's Behalf?	**Page 20**

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the Settlement. The Notice is also being sent to inform Class Members that the Court has approved the fairness, reasonableness, and adequacy of the Settlement, the revised Plan of Allocation for the Settlement proceeds, and the application by Class Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing").

The Court directed that this Notice be posted on the Settlement website at www.SharecareStockholderSettlement.com because you may be a member of the Class. The Court has directed us to post this Notice because, as a Class Member, you have a right to know about your options concerning the Court's ruling on the Settlement. Additionally, you have the right to understand how the Action and the Settlement generally affects your legal rights.

PLEASE NOTE:

The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action. The Court has approved the Settlement, and payments to Eligible Class Members will be made after any appeals are resolved.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or an Eligible Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS, AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

2. On June 5, 2020, Falcon Capital Acquisition Corp. ("FCAC"), a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more business.

3. On September 24, 2020, FCAC consummated its initial public offering ("IPO") of 34.5 million units ("Public Units") at a price of $10.00 per Public Unit, generating gross proceeds of $345 million. Each Public Unit consisted of one share of FCAC Class A Common Stock ("Class A Common Stock") and one-third of one public warrant ("Public Warrant"). Each whole Public Warrant entitled the holder thereof to purchase one share of Class A Common Stock at an exercise price of $11.50 per share.

4. The funds raised from the IPO were placed in a trust account for the benefit of FCAC public stockholders, who had the right to redeem all or a portion of their shares of Class A Common Stock at a per-share price, payable in cash, equal to their pro rata share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

5. On February 12, 2021, FCAC entered into an Agreement and Plan of Merger by and among FCAC, Sharecare, Inc. ("Legacy Sharecare") and FCAC Merger Sub, Inc., a wholly owned subsidiary of FCAC ("Merger Sub"), pursuant to which Merger Sub would merge with and into Legacy Sharecare, with Legacy Sharecare becoming a wholly owned subsidiary of FCAC (the "Merger").

6. On June 3, 2021, FCAC filed with the United States Securities Exchange Commission ("SEC") on Form 424(b)(3) a proxy statement and prospectus concerning the Merger (such proxy statement and prospectus together with any preliminary proxy filings, as well as any amendments or supplements thereto, the "Proxy") which was mailed to FCAC stockholders on or about the same day. Among other things, the Proxy included the FCAC board of directors' recommendation that stockholders vote in favor of the Merger and provided other information to stockholders about the Merger and Legacy Sharecare. The Proxy informed stockholders of a special meeting to be held on June 29, 2021 (the "Special Meeting"), at which FCAC stockholders would vote on whether to approve the Merger and related transactions. The Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the Merger was June 25, 2021 (the "Redemption Deadline").

7. Prior to the Redemption Deadline, the holders of 19,864,030 shares of FCAC Class A Common Stock (the "Redeeming Stockholders") exercised their right to redeem those shares.

8. On June 29, 2021, FCAC stockholders, after being provided the opportunity to redeem their shares, voted to approve the Merger and related

transactions. On July 1, 2021, the Merger and related transactions closed (the "Closing").

9. Following the Closing, FCAC was renamed Sharecare, Inc.

10. On August 11, 2023, Plaintiff commenced the Action against Defendants, on behalf of itself and similarly situated current and former Company stockholders, by filing a Verified Class Action Complaint in the Court of Chancery of the State of Delaware bearing the caption, *Paul Berger Revocable Trust v. Falcon Equity Investors LLC, et al.*, C.A. No. 2023-0820-JTL.

11. The Action alleged that Defendants breached their fiduciary duties to FCAC stockholders by impairing their redemption and voting decisions, in part, by disseminating a Proxy that omitted material information and contained materially false and misleading statements concerning: (i) the net cash per share underlying FCAC shares exchanged in the Merger; (ii) defendant Jeff Sagansky's financial interests in the Merger; (iii) the involvement of advisors in the Merger process; and (iv) the extent of FCAC's due diligence of Legacy Sharecare, as well as the reliability of and assumptions underpinning the projections for Legacy Sharecare disclosed in the Proxy and corresponding estimates of Legacy Sharecare's value. The Action also alleged that Defendants were unjustly enriched.

12. Defendants have denied, and continue to deny, the Action's allegations that they breached their fiduciary duties, or were unjustly enriched. Defendants contend that they made no false or misleading statements, and they made full and accurate disclosures of all material information required to be disclosed by law. Defendants also contend that Plaintiff's claim for damages is speculative.

13. On October 30, 2023, Defendants filed their Motion to Dismiss the claims against them with prejudice pursuant to Court of Chancery Rule 12(b)(6) (the "Motion to Dismiss")

14. On December 22, 2023, Plaintiff filed its Answering Brief in Opposition to the Motions to Dismiss.

15. On January 31, 2024, Defendants filed their Reply Brief in Support of The Motion to Dismiss.

16. The Court ultimately never held arguments on the Motion to Dismiss, as the parties decided to pursue a potential resolution of the Action through a voluntary mediation.

17. During the course of the Action, the Parties participated in a full-day mediation (the "Mediation") before Greg Danilow, Esq., of Phillips ADR Enterprises (the "Mediator") on July 25, 2024. The Parties were unable to reach agreement at that Mediation. Later, following further discussions with the Parties, the Mediator issued a recommendation that the Parties settle their dispute for consideration in the amount of $11,500,000.

18. As a result of their arm's-length negotiations, and following receipt of the Mediator's recommendation, the Parties reached an agreement in principle to settle the Action, which agreement was subsequently recorded in a term sheet, fully executed by the Parties on September 23, 2024 (the "Term Sheet"), the definitive terms of which are reflected in the Stipulation. The Stipulation (together with the exhibits thereto) reflects the final and binding agreement, and a compromise of all matters that are in dispute, between the Parties.

19. On November 12, 2024, the Court preliminarily certified the Class for purposes of the Settlement, authorized this Notice to be disseminated to potential Class Members, and scheduled the Settlement Hearing to consider, among other things, whether to grant final approval of the Settlement.

20. On February 4, 2025, the Court approved the Settlement and a revised Plan of Allocation (as defined in paragraphs 32-37 below), certified the Class, authorized this revised Notice to be posted on the Settlement website, and directed that a Summary Notice be transmitted over *PR Newswire*.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

21. If you are a member of the Class, you are subject to the Settlement. The Class is certified by the Court solely for purposes of the Settlement, consisting of:

> The Class: All record and beneficial holders of FCAC Class A Common Stock, who held such stock immediately following the Redemption Deadline (June 25, 2021) and as of the Redemption Deadline, had the right to, but did not, exercise their right to redeem some or all shares of such stock, including their heirs, successors-in-interest, successors, transferees and assigns, excluding the following ("Excluded Persons"): (a) Defendants; (b) members of the immediate family of any Individual Defendant; (c) any person who was a manager or managing member of any Entity Defendant during the Class Period, and any members of their immediate family; (d) any parent, subsidiary, or affiliate of an Entity Defendant; (e) any entity in which any Defendant or any other Excluded

Person, or group of Excluded Persons, has, or had as of the Redemption Deadline, a controlling interest; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such Excluded Persons.

PLEASE NOTE: The Class is a non-opt-out settlement class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), 23(b)(2), and 23(b)(3). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

22. In consideration of the settlement of Released Plaintiff's Claims (defined in Paragraph 36 below) against Released Defendant Parties (defined in Paragraph 36 below), the Company has paid the Settlement Amount into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 32-38 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

23. Released Defendant Parties (except for the Company and/or their successors-in-interest) shall bear no personal responsibility for any payment in connection with the Stipulation or the Settlement.

WHAT ARE THE PARTIES' AND THE COMPANY'S REASONS FOR THE SETTLEMENT?

24. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff's Counsel believe that the claims asserted have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

25. Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate and confers substantial benefits upon the Class. Based upon his direct oversight of the prosecution of this Action, as well as evaluation and input from Plaintiff's Counsel, Plaintiff has determined that the Settlement is in the best interests of the Class and have agreed to the terms and conditions set forth in this Stipulation.

26. Defendants and the Company deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Released Plaintiff's Claims (defined in Paragraph 39 below).

27. Nevertheless, Defendants and the Company have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put Released Plaintiff's Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants or the Company of any wrongdoing, fault, liability, or damages whatsoever.

HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?
HOW WILL I RECEIVED MY PAYMENT?

28. Please Note: To be eligible to receive a payment from the Settlement, you must submit a Proof of Claim and Release. A Proof of Claim and Release may be downloaded at www.SharecareStockholderSetttlement.com. Read the instructions carefully, fill out the Proof of Claim and Release, include all the documents the form asks for, sign it, and **mail or submit it online so that it is postmarked or received no later than March 10, 2025.** The Proof of Claim and Release may be submitted online at www.SharecareStockholderSettlement.com.

29. As stated above, the Settlement Amount has been deposited into an interest-bearing escrow account for the benefit of the Class. The Net Settlement Fund (that is, the Settlement Amount plus any interest accrued thereon after its deposit in the Escrow Account less (i) any Taxes or Tax Expenses, (ii) any Administration Costs or Notice Costs, (iii) any Fee and Expense Award awarded by the Court, and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below.

30. The Net Settlement Fund will not be distributed unless and until the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

31. The Court has approved the revised Plan of Allocation, which will be posted on the Settlement website, www.SharecareStockholderSettlement.com.

PLAN OF ALLOCATION

32. The Plan of Allocation is intended to compensate Class Members who held (as defined below) Non-Redeemed Shares, Traceable Shares, and/or Non-Traceable Shares. Each Authorized Claimant will receive an amount equal to the Authorized Claimant's "Recognized Loss," as described below. If, after such distribution, there are funds remaining in the Net Settlement Fund, such funds will be distributed *pro rata* to Eligible Class Members who held Non-Redeemed Shares, Traceable Shares, and/or Non-Traceable Shares. If, however, as expected, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total of the Recognized Loss of all Authorized Claimants – *i.e.,* the Authorized Claimant's *pro rata* share of the Net Settlement Fund.

33. "Non-Redeemed Shares" means those shares of FCAC Class A Common Stock owned by Class Members immediately after the Redemption Deadline that were not submitted for redemption in connection with the Merger.

34. "Traceable Shares" means those shares of FCAC Class A common stock acquired by a Class Member after the Redemption Deadline, as to which documentary evidence can be produced demonstrating that such share is traceable to a Non-Redeemed Share, that was held as of the close of the market on October 21, 2024.

35. "Non-Traceable Shares" means those shares of FCAC Class A common stock acquired on a public market by any stockholder after the Redemption Deadline, as to which documentary evidence cannot be produced demonstrating that such share is traceable to a Non-Redeemed Share, that was held as of the close of the market on October 21, 2024.

36. Excluded Persons (as defined in Paragraph 21) shall not have any right to receive any part of the Settlement Fund for their own account(s) (*i.e.*, accounts in

which they hold a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

37. A "Recognized Claim" will be calculated for each Non-Redeemed Share that is listed on the Proof of Claim for which adequate documentation is provided to the Settlement Administrator. For the avoidance of doubt, there will be no Recognized Claim for any share of FCAC Class A common stock redeemed in connection with the closing of the Merger. There will also be no Recognized Claim for any share of FCAC Class A common stock acquired by an Eligible Class Member after June 25, 2021 and sold before the close of the market on October 21, 2024. For each holder of Non-Traceable Shares, the Recognized Claim shall be calculated as defined below. To the extent that calculation of an Authorized Claimant's Recognized Claim results in a negative number, that number shall be set to zero. A Recognized Claim shall be calculated as follows:

(a) For each Non-Redeemed Share that was sold after the close of the market on June 25, 2021 or converted into Sharecare common stock and sold before the close of the market on October 21, 2024 at a price below $10.00, the Recognized Claim component for each such share shall be the Redemption Price of $10.00 minus the sale price.

(b) If any Non-Redeemed Share was sold after the close of the market on June 25, 2021 and before the close of the market on October 21, 2024 at a price of $10.00 or greater, the Recognized Claim component for each such share shall be zero.

(c) For each Non-Redeemed Share that was continuously held by an Eligible Class Member from June 25, 2021 through the close of the market on October 21, 2024, the Recognized Claim for each such share shall be $8.57, calculated as the Redemption Price of $10.00 minus $1.43 (the closing stock price of Sharecare on this October 21, 2024 rounded to the nearest cent).

(d) For each Traceable Share acquired by an Eligible Class Member after June 25, 2021, that was held as of the close of the market on October 21, 2024, the Recognized Claim for each share shall be $8.57, calculated as the Redemption Price of $10.00 minus

$1.43 (the closing stock price of Sharecare on this October 21, 2024 rounded to the nearest cent).

(e) For each Non-Traceable Share acquired on public market by any stockholder after June 25, 2021, that was held as of the close of the market on October 21, 2024, the Recognized Claim for each such share shall be $0.25, calculated as the Redemption Price of $10.00 minus $1.43 (the closing stock price of Sharecare on this October 21, 2024 rounded to the nearest cent) x 0.0287.

The Net Settlement Fund will be distributed to Eligible Class Members and holders of Non-Traceable Shares on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" will be calculated for each Eligible Class Member and holder of Non-Traceable Shares, which will be the sum of the stockholder's Recognized Claim calculated as set forth above divided by the total Recognized Claim components claimed for all claims submitted by Eligible Class Members and holders of Non-Traceable Shares, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant's Distribution Amount calculates to less than $10.00, it will not be included in the calculation, and no distribution will be made to that Authorized Claimant; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action, including the Released Claims.

Subject to Court approval of the Settlement, Plaintiff's Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members and holders of Non-Traceable Shares as follows:

38. The Company shall provide to Plaintiff's Counsel or the Settlement Administrator in an electronically-searchable form, such as Microsoft Excel, an allocation report, "chill" report, or such other report ("DTC Allocation Report") generated by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, "DTC"), through its nominee Cede, providing, for each relevant DTC Participant, the participant's "DTC number," the relevant number of shares of FCAC Class A Common Stock.

(i) In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (i.e., more than six months from the check's issue date), the following procedures shall govern:

(a) For settlement funds distributed by a Custodian, the Custodian shall follow its respective policies with respect to further attempted distribution or escheatment;

(b) For settlement funds distributed to Eligible Class Members and holders of Non-Traceable Shares directly by the Settlement Administrator, or for any funds returned by a Custodian to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to locate the Eligible Class Members and reattempt distribution.

If after completion of such follow-up efforts $50,000 or more remains in the Net Settlement Fund, such funds shall be distributed *pro rata* from the Net Settlement Fund equal to the product of (i) the balance of the Net Settlement Fund following the distributions set forth in this Paragraph 37 and (ii) a fraction, the numerator of which is the number of Non-Redeemed Shares held by the Eligible Class Member and the holders of Non-Traceable Shares, and the denominator of which is a number representing the total number of Non-Redeemed Shares and Non-Traceable Shares. At such time as the remaining balance is less than $50,000, the remaining funds shall be distributed to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, DE 19899, a 501(c)(3) charitable organization.

WHAT HAPPENS NOW THAT THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

39. The Court has approved the Settlement and entered an Order and Final Judgment (the "Order and Final Judgment"). Pursuant to the Order and Final Judgment, the claims asserted against Defendants and the Company in the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiff and the Class:** Upon the Effective Date, the Released Plaintiff Parties shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged the Released Plaintiff's Claims against the Released Defendant Parties, and shall forever be barred and enjoined from prosecuting the Released Plaintiff's Claims against the Released Defendant Parties.

"Released Defendant Parties" means Defendants and FCAC, as well as each of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control.

"Released Plaintiff Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known or unknown claims, suspected, existing, or discoverable, whether arising under federal, state, common, local, statutory, regulatory, foreign, or other law or rule, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiff or any other Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under or through, any of them, and each of them, (a) asserted in the Action or (b) could have alleged, asserted, set forth, or claimed in the Action by Plaintiff or any other member of the Class, individually or on behalf of the Class or on behalf of the Company, that (1) in full or in part, concern, relate to, arise out of, or are in any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action, and (2) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of FCAC shares as to which Plaintiff or Class Members had redemption rights as of the redemption deadline, including, but not limited to, any claims related to (i) the Merger, (ii) the Proxy, (iii) any other disclosures relating to or concerning the Merger or FCAC, or (iv) the control or participation of any of Defendant Releasees. For the avoidance of doubt, Released Plaintiff's Claims shall not include the right to enforce the Settlement or any final judgment in this Action, nor do Released Plaintiff's Claims release any actual or potential claims held by the Company that can be brought by someone other than Plaintiff or a Class Member.

"Released Plaintiff Parties" means Plaintiff, and each and every other Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

(ii) **Release of Claims by Defendants:** Upon the Effective Date, the Released Defendant Parties shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged the Released Defendants' Claims against the Released Plaintiff Parties, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiff Parties. For avoidance of doubt, Released Defendants' Claims shall not include any of the Excluded Defendants' Claims.

"Released Defendants' Claims" means any and all claims and causes of action that Defendants, FCAC, or any of their respective successors and assigns could have asserted against the Released Plaintiff Parties and Plaintiff's Counsel of every nature and description, whether known or unknown, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action, except for claims to enforce the Settlement.

"Released Parties" means Released Plaintiff Parties and Released Defendant Parties, collectively or individually.

(iii) **Release of Unknown Claims:** The Settling Parties stipulate and agree that, upon the occurrence of the Effective Date, the Settling Parties shall waive expressly, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Released Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, and Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the definition of "Released Plaintiff's Claims" and "Released Defendants' Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Plaintiff, Defendants, and the Company in entering into the Stipulation.

40. By Order of the Court, all proceedings in the Action, except for those related to the Settlement, have been stayed, and Plaintiff and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, or derivatively for, any Class Member, are barred and enjoined from commencing, pursuing, prosecuting, instigating, maintaining, or in any way participating in the commencement, pursuit, continuation, or prosecution of any action asserting any of the Plaintiff's Released Claims against any of Released Defendant Parties or Released Company Parties.

HOW WILL CLASS COUNSEL BE PAID?

41. Plaintiff's Counsel has applied to the Court for an award of fees and expenses to be paid from the Settlement Fund, which was approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiff's Counsel or any other counsel for any Class Member (the "Fee and Expense Award"). Plaintiff's Counsel was awarded a Fee and Expense Award consisting of attorneys' fees in an amount of $1,725,000.00 inclusive of litigation expenses. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.

MAY I OBJECT IF I DO NOT LIKE THE SETTLEMENT?

42. Any Class Member may file a written objection to the Settlement or the revised Plan of Allocation (an "Objector"); provided, however, that no Objector shall entitled to object unless **on or before March 10, 2025,** such person **(1)** files

their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 43 below, with the Register in Chancery at the address set forth below; **(2)** serves such papers (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) on Plaintiff's Counsel and Defendants' Counsel at the addresses set forth below; and **(3)** emails a copy of the written objection to the below email addresses for Plaintiff's Counsel and Defendants' Counsel.

REGISTER IN CHANCERY
Register in Chancery Court of Chancery of the State of Delaware Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware, 19801
PLAINTIFF'S COUNSEL
Christine M. Mackintosh, Esquire Grant & Eisenhofer P.A. 123 Justison Street Wilmington, DE 19801 cmackintosh@gelaw.com
DEFENDANTS' COUNSEL
Kevin M. Gallagher, Esquire Richards, Layton & Finger, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 gallagher@rlf.com

43. Any objections must: (i) identify the case name and civil action number, "*Paul Berger Revocable Trust v. Falcon Equity Investors LLC, et al.*, C.A. No. 2023-0820-JTL"; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector's counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court's attention, and (v) include documentation sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector's broker containing the transactional and

holding information found in an account statement. Plaintiff's Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

44. You not required to hire an attorney to represent you in making written objections. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Counsel, Defendants' Counsel, and Company Counsel at the mailing and email addresses set forth in Paragraph 42 above so that the notice is ***received*** **on or before March 10, 2025.**

45. **Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the Settlement or the revised Plan of Allocation, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given.**

CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

46. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, www.SharecareStockholderSettlement.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: call toll-free 1-877-869-0158 or email info@SharecareStockholderSettlement; or Plaintiff's Counsel: Christine M. Mackintosh, Esq., Grant & Eisenhofer P.A., 123 Justison Street, Wilmington, DE 19801, (302) 622-7000, cmackintosh@gelaw.com.

WHAT IF I HELD STOCK OR WARRANTS ON SOMEONE ELSE'S BEHALF?

47. If you are a broker or other nominee that held FCAC Class A Common Stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days after reviewing this Notice on the Settlement website, to either: (i) request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: info@SharecareStockholderSettlement.com. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

48. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, www.SharecareStockholderSettlement.com, by calling the Settlement Administrator at 1-877-869-0158, or by emailing the Settlement Administrator at info@SharecareStockholderSettlement.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

BY ORDER OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE:

Dated: February 4, 2025