



BLUE ZONES PROJECT COMMUNITY DEVELOPMENT PROCESS

With enormous demand from communities interested in bringing Blue Zones Project (BZP) to their communities, coupled with finite capacity, it is important that interested communities clearly understand the steps and resources required to bring BZP to fruition and the support the Blue Zones Project Team (BZP Team) will provide throughout the process.

Successful BZP communities have three (3) consistent key characteristics:

- Chief Executive Officer (CEO) champions who lead and own the processes of educating and driving community stakeholder interests and bringing forth the necessary funding required for a successful BZP. These CEO champions typically are leaders of health plans, health systems, foundations, major employers, and philanthropic organizations.
- A broad base of stakeholders and leaders from multiple sectors who understand the value of BZP and are willing to pledge their support, drive engagement, and participate in BZP initiatives as volunteers and influencers. Sponsors who attend specific events and meetings throughout the Community Development Process to assure comprehensive understanding of the value proposition, value measurement, and return on investment.
- Clear funding sources and strategies that allow the momentum created during the Community Development Process to be leveraged into a timely decision and BZP implementation.

Validation of these key characteristics is achieved through a series of phone calls, WebEx presentations, in-person meetings, and materials review conducted by the BZP Team to educate the community leadership team on the BZP model, value proposition, and resources required.

Phase 1 - Community Leadership Presentation

Purpose: Educate, inform, and inspire a community leadership team with BZP research and value, and gauge leadership commitment and support to pursue BZP in the community.

Community Responsibility: Organize a meeting of key community leaders and stakeholders to present the findings from the original Blue Zones longevity hotspots and the origin of BZP. Conduct and analyze survey of presentation attendees regarding support for a BZP.

BZP Responsibility: Deliver a presentation to community leadership to gauge the interest to pursue a BZP.

Cost: The community shall pay a one-time presentation fee of Five Thousand Dollars (\$5,000) payable to Blue Zones, LLC.

Next Step: Execute a Non-Disclosure Agreement. Execute a Community Development Agreement with community champion(s). Execute a Letter of Agreement with Sponsor for Site Visit provided that the attendee survey of the community leadership presentation demonstrates broad support to further assess community readiness and the feasibility of BZP.

Phase 2 - Mutual Agreement to Start the Community Development Process

Purpose: Mutual agreement that the community is prepared to begin the Community Development Process, as stated herein.

Community Responsibility: Execute a Non-Disclosure Agreement. Execute Community Development Agreement, attached herein as **Exhibit B**, that shall include a comprehensive funding strategy with named organizations and their respective CEOs who will participate in events and meetings during the two (2) day Site Visit (Site Visit). Execute a Letter of Agreement.

BZP Responsibility: Execute Non-Disclosure Agreement. Address questions regarding the Community Development Process and initiate support for the initial phases and planning of the Community Development Process. Execute Community Development Agreement. The BZP Team will assign a lead executive to work with a designated community team to plan and execute the Site Visit. Execute a Letter of Agreement.

Next Step: Plan and execute the Site Visit.

Phase 3 - Site Visit

Purpose: Determine the community's readiness and the opportunity for impact by meeting with a larger group of community leaders and key stakeholders. Exchange detailed information about the community and BZP, and discuss science-backed value proposition with potential funders to solicit interest in funding the BZP.

Community Responsibility: Coordination of Site Visit, as stated in **Exhibit C**.

BZP Responsibility: Produce a detailed value brief and presentation to quantify the value of BZP in the community Coordination of Site Visit, as stated in **Exhibit C**.

Planning and Cost: The BZP Team, with the coordination, support, and guidance from selected Sponsor and community leaders, will develop Site Visit schedule and conduct the Site Visit within eight (8) weeks. There shall be a one-time Site Visit fee, as stated in the Letter of Agreement.

Next Step: If the Site Visit produced the required level of community participation and support for BZP implementation, and the community is deemed ready, the BZP Team shall deliver, upon receipt of a BZP funding strategy from the community, a Site Visit Summary Report ("Report") that shall summarize the BZP Team's initial assessment of community readiness and a BZP proposal no later than four (4) weeks following the Site Visit. If the community is not ready, the BZP Team will provide specific recommendations to reach readiness in lieu of the Report and BZP proposal.

Phase 4 - Report and Proposal/Readiness Recommendations Delivery

Purpose: Meet to discuss and plan the BZP implementation, the Report, and BZP proposal with the community that has been deemed ready. If the community is not ready, the BZP Team will provide specific recommendations to reach readiness.

Community Responsibility: Identify entity for final negotiations and execution of the Master Services Agreement and Statement of Work for the BZP. Confirm viability of funding strategy.

BZP Responsibility: Deliver the Report and BZP proposal with associated pricing to the contracting entity and Sponsor(s) CEOs. Answer questions as needed related to the BZP proposal. If a community is not ready, the BZP Team will discuss an action plan to reach readiness. This would conclude the Community Development Agreement for a community that is not ready.

Next Step: No later than seven (7) weeks after the Report and BZP proposal are submitted to the community, the BZP Team shall be prepared to conduct a meeting (“Final Decision Meeting”) with leadership and sponsor(s) of the community.

Phase 5 - Final Decision Meeting

Purpose: Community shall communicate its decision whether or not to pursue a BZP.

Community Responsibility: Provide written confirmation of its decision to implement a BZP. If community decides to pursue a BZP, specific funding sources and commitments shall be included in its written confirmation.

BZP Responsibility: Answer additional questions, if any, regarding the Community Development Process, Report, and BZP proposal. Present next steps to Community.

Next Step: Upon community’s decision and notice to implement a BZP, Sharecare shall produce drafts of the Master Services Agreement and Statement of Work and coordinate subsequent meetings for contract discussion. If community decides not to implement a BZP, the Community Development Agreement shall be concluded.

Phase 6 - Contracting

Purpose: Negotiate and finalize Master Services Agreement and Statement of Work for the BZP that shall include scope of services and mutual obligations.

Community Responsibility: Participate in final negotiations, and execute the Master Service Agreement and Statement of Work for the BZP.

BZP Responsibility: Provide Master Services Agreement and Statement of Work for the BZP and participate in final negotiations. Execute the Master Services Agreement and Statement of Work for the BZP.

Next Step: Produce announcement Event.

Phase 7 - Announcement Event

Purpose: Once Master Services Agreement and Statement of Work for the BZP are fully executed, announce the initiation of the community BZP.

Community Responsibility: Coordinate announcement event with the BZP Team, and secure participation of key leaders and media.

BZP Responsibility: Coordinate announcement event with Sponsor that shall include a press release.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of the "Effective Date" indicated on this first page by and between Sharecare, Inc., a Delaware company ("Sharecare") and the organization whose details appear immediately below ("Company") (Company and Sharecare each, a "Party" and, collectively, as the "Parties"). The Parties have agreed to disclose to one another certain of their Confidential Information (as defined below) for the sole purpose indicated on this first page (the "Purpose"). The Party disclosing Confidential Information is referred to as the "Disclosing Party" and the Party receiving Confidential Information is referred to as the "Receiving Party."

Effective Date: _____ Term: This Agreement commences on the Effective Date and will expire on the latest of (i) three (3) years after the Effective Date; and (ii) the last communication between the Parties; and (iii) the requirements of applicable federal and state laws, including without limitation, HIPAA and any applicable state privacy laws.

Purpose: a potential business transaction concerning _____

By (signature): _____
Printed Name: _____
Title: _____
Date: _____
Address for Notice:

Attn: _____

SHARECARE, INC.
By (signature): _____
Printed Name: _____
Title: _____
Date: _____
Address for Notice:
701 Cool Springs Boulevard
Franklin, TN 37067
Attn: Legal Department

1. **Confidential Information.** "Confidential Information" means, without limitation, all information, know-how and data, methodologies, scientific and technical or non-technical information, research, algorithms, business and financial information, business plans and strategies, pricing information, trade secrets, legal information, software and intellectual property and information, information systems and systems logic information, customer information, benefit design concepts and information, research and technical information, business or operational policies, processes and procedures and information; and systems design and operating specifications, whether any of the foregoing is written, oral, graphic, pictorial, electronic, recorded or stored on computer disks, hard drives, magnetic tape or digital or any other medium whatsoever and regardless that the same may be patented, copyrighted or otherwise may be registered or

recorded as intellectual property. Confidential Information shall not include information that (a) is or subsequently becomes publicly available through no fault of the Receiving Party; (b) is presently known or becomes known to a Party from its own independent sources as evidenced by its written records; or (c) is lawfully received from a third party not under any obligation to keep such information confidential; or is independently developed by or for a Party hereto by persons without access to or reliance on a Disclosing Party's Confidential Information.

2. **Non-Disclosure and Non-Use of Confidential Information and Purpose.** Except as otherwise expressly permitted by this Agreement, a Receiving Party shall (a) keep a Disclosing Party's Confidential Information strictly confidential and shall not disclose the same to any third party without the prior written consent of the Disclosing Party (provided that any written consent by the

Disclosing Party allowing the Receiving Party to disclose Confidential Information to any third party shall not constitute a waiver of any of the terms of this Agreement with respect to such third party or any other third party); and (b) shall not use or disclose the same for any commercial or competitive purpose whatsoever, and may only use the same for the Purpose. Except as otherwise required by applicable law, including, without limitation, securities laws and the rules and listing requirements of applicable securities exchanges, neither Party hereto shall publicly announce or otherwise disclose, without the prior written consent of the other Party, (a) any discussions relating to the Purpose, or (b) the existence of this Agreement.

3. **Ownership of Confidential Information.** Confidential Information is the exclusive property of the Disclosing Party, is disclosed solely for the Purpose, and is to be used or disclosed by the Receiving Party only in such limited manner as is specifically permitted by the provisions of this Agreement.

4. **Care of Confidential Information and Disclosure to Employees.** The Receiving Party shall use the same standard of care in maintaining the confidentiality of the Disclosing Party's Confidential Information as the Receiving Party uses for its own Confidential Information, and that standard shall be a reasonable standard of care. The Receiving Party may only disclose a Disclosing Party's Confidential Information to its employees, subcontractors, or agents who need to know the Confidential Information for the Purpose and shall advise such parties of the confidential nature thereof and otherwise shall take all necessary and reasonable precautions to prevent the unauthorized disclosure of such information by such parties.

5. **Protected Health Information.** All individually identifiable health-related information or "PHI" (as defined by HIPAA) shall be used and disclosed only as permitted by applicable state and federal laws, including, without limitation, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). If the Parties execute a Business Associate Agreement pursuant to HIPAA ("BAA"), then such BAA shall govern and control the applicable PHI in accordance with HIPAA.

6. **Disclosures Required By Law.** A Receiving Party may disclose Confidential Information to the extent the disclosure is required by applicable law or other legal process, including, without limitation, order of a court of competent jurisdiction or a valid administrative, congressional or other order, subpoena, civil investigative demand, applicable securities laws and the

rules and listing requirements of applicable securities exchanges, in which case, it will promptly notify the Disclosing Party and cooperate with the Disclosing Party, at the Disclosing Party's expense, in connection with obtaining a protective order.

7. **Remedies for Breach.** A Disclosing Party would be irreparably harmed by a breach hereof by the Receiving Party and damages are difficult if not impossible to assess as a result of such breach; consequently the Receiving Party agrees that the Disclosing Party shall be entitled to injunctive relief or such other equitable relief to prevent a breach, threatened breach, or continuing breach of this Agreement and to secure the enforcement of this Agreement. Nothing herein shall be construed as prohibiting either Party from pursuing any other remedies available to that Party for any breach of this Agreement, including the recovery of monetary damages from the breaching Party.

8. **Entire Agreement; No Obligation to Consummate Transaction.** This Agreement embodies the entire understanding between the Parties relating to the Purpose and supersedes and replaces any and all prior understandings, arrangements and agreements, whether oral or written, relating to the use and disclosure of Confidential Information. This Agreement may only be revised by a writing executed by the Parties hereto. No Party is obligated with respect to consummating the Purpose until a definitive agreement has been concluded.

9. **Mutual Representations.** Each Party represents: (a) it has the power and authority to execute, deliver and perform its obligations under this Agreement, and (b) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms.

10. **Binding Effect.** This Agreement shall bind and inure to the benefit of the Parties and their permitted assigns and successors.

11. **No Assignment.** This Agreement may not be assigned or transferred nor the duties herein delegated, in whole or in part, without the prior written consent of the other Party.

12. **Waiver.** No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Governing Law.** Each Party agrees that this Agreement shall be interpreted, construed and enforced

in accordance with the laws of the State of Tennessee, except for its conflict of law principles.

14. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together comprise one and the same instrument.

15. **Amendments**. There shall be no amendment to this Agreement except in the form of a separate addendum to be entitled "Rider" citing to the section of this Agreement so amended. Riders executed contemporaneously with this Agreement need not be separately signed. Riders executed after the Effective Date shall be signed by the Parties hereto.

Letter of Agreement for Blue Zones Project Site Visit

Re: Letter of Agreement

Blue Zones Project Site Visit for _____
("Site Visit") by Sharecare, Inc. for _____.

This letter of agreement ("Letter of Agreement") confirms the agreement between Sharecare, Inc. ("Sharecare") and _____ ("Sponsor"), with respect to the above-captioned Site Visit, as described in **Exhibit C**, attached. This Letter of Agreement is subject to the Terms and Conditions set forth in **Exhibit A**, attached.

Subject to the terms of this Letter of Agreement, including **Exhibit A**, attached, in consideration of Sponsor's payment to Sharecare of Fifty Thousand Dollars (\$50,000) ("Site Visit Fee"), Sharecare agrees to conduct and facilitate the Site Visit and to provide the deliverables as set forth in **Exhibit C**. Sharecare will invoice Sponsor at the address set forth above for the first half of the fees (\$25,000) upon signing of the contract and the second half (\$25,000) immediately following the delivery of the Site Visit Report. Sponsor shall make all payments within thirty (30) days of receipt of invoice.

Please indicate your consent to this Letter of Agreement by signing below.

Sincerely,

ACCEPTED AND AGREED:

Michael Acker

Contracting Organization: _____

SVP, Blue Zones Project General Manager,
Sharecare, Inc.

Signature: _____

Printed Name: _____

Date: _____

Exhibit A – Terms and Conditions

This Letter of Agreement is subject to the terms and conditions set forth below:

1. Sharecare will invoice Sponsor for the Site Visit Fee in accordance with the terms of the Letter of Agreement. Should any invoice remain unpaid for more than thirty (30) days, interest shall be paid at a rate of one and a half percent (1.5%) per month. Any taxes arising out of this Letter of Agreement, other than those on Sharecare's net income or gross receipts, shall be Sponsor's responsibility.
2. Upon full and final payment, Sharecare will deliver to Sponsor the Report, as described in **Exhibit C**, and Sponsor shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, distribute, transmit, and display the Report, solely for its internal business use. All other rights in the deliverables and related intellectual property rights remain in and/or are assigned to Sharecare. In no event will Sharecare be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables. In addition, Sharecare will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing services.
3. Sponsor acknowledges that the Site Visit and Sharecare's performance of its obligations are dependent upon active cooperation, participation and provision of current and accurate information by Sponsor and the other parties identified by Sponsor as relevant to and interested in the BZP. Sponsor will, and will use reasonable efforts to ensure that relevant third parties will, perform the tasks and fulfill the responsibilities reasonably requested by Sharecare in connection with the Site Visit, including as identified in **Exhibit C**, so that Sharecare may perform its obligations and provide the deliverables described in this Letter of Agreement.
4. Sharecare warrants that it will perform its obligations in connection with the Site Visit in a professional and workmanlike manner. SHARECARE MAKES NO OTHER WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, OR THIS LETTER OF AGREEMENT. EXCEPT AS PROVIDED HEREIN, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE, ARE HEREBY DISCLAIMED.
5. Sponsor shall defend, indemnify and hold harmless Sharecare from and against any third-party claim arising out of Sponsor's use of the services or of any deliverables provided to Sponsor.
6. The sole liability of Sharecare to Sponsor (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Letter of Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Sharecare in connection with this Letter of Agreement. In no event shall Sharecare be liable for consequential, incidental, indirect, special or punitive loss, damage or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings), even if it has been advised of their possible existence.
7. Sponsor shall retain responsibility for its compliance with all applicable federal, state and local laws and regulations relating to this Letter of Agreement and to its use of the services and the deliverables in connection with this Letter of Agreement.

8. This Letter of Agreement and the Non-Disclosure Agreement previously executed by the Parties sets forth the entire understanding between the Parties with respect to their subject matter and supersede all other prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by Sharecare, any of its affiliates, or any of their employees, officers, directors, agents or members. The terms and conditions of this Letter of Agreement may not be modified or amended except by the mutual written agreement of the Parties. No waiver of any right or obligation arising under this Letter of Agreement shall be effective, including by failure to enforce any such right or obligation, unless it is in writing and signed by the Party against which it is sought to be enforced. This Letter of Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall, for all purposes, constitute one and the same instrument.

9. Neither Party will be liable for any delays or failures to perform due to causes beyond its reasonable control, but the affected Party will notify the other Party of such known failures or delays and will promptly resume performance when the circumstances preventing performance are alleviated.

10. Each Party is an independent contractor and does not have the authority to bind or commit the other. Nothing in this Letter of Agreement creates or shall be deemed or construed to create a partnership, joint venture fiduciary or agency relationship between such Parties for any purpose.

Exhibit B

BZP COMMUNITY DEVELOPMENT AGREEMENT

Community Name: _____

We understand our leadership's and community's responsibilities to engage the BZP Team as described in the Community Development Process document. We will make best efforts to supply the necessary resources and leadership at each stage of the process. We will work in partnership with the BZP Team. We understand that proprietary information may be shared with the community champions, and such proprietary information may not be shared without the express permission of the BZP Team.

Community Champions

Date: _____

Signature(s): _____

Printed name(s): _____

Title: _____

Organization: _____

BZP:

We understand the BZP Team shall make best efforts to meet the pace of community readiness with the appropriate and timely resources to complete each phase of activities as described in the Community Development Process document. We will work in partnership with the community leadership team.

BZP Leadership

Date: _____

Signature: _____

Printed name: _____

Title: _____

Exhibit C- Site Visit Scope Document

Site Visit Preparation Call

BZP Team will host a Site Visit preparation call with the community organizers. The Site Visit preparation call shall take place no more than eight (8) weeks prior to Site Visit unless mutually agreed between the Parties. Topics addressed, and as stated in the table below, will include roles and responsibilities, venue and logistics, and expectations necessary for Site Visit.

Respective Roles and Responsibilities for Site Visit

BZP Team	Community Organizers
Generate marketing and promotional materials for Site Visit	Secure venue with necessary equipment for presentations, focus groups, and evening BZP networking event
Provide directions for stakeholder list, invitation language, and recommended schedule for such completion	Complete stakeholder invitation list, extend invitations, arrange 1:1 stakeholder meetings
Deliver BZP community transformation presentation and value of BZP presentation	Lead welcome and closing for BZP presentations
Conduct evening BZP networking event	Promote evening BZP networking event
Facilitate focus groups and 1:1 stakeholder conversations	Encourage attendance at presentations and focus groups
Lead Site Visit debrief meeting	Participate in Site Visit debrief meeting

Deliverables:

- BZP Proposal no later than four (4) weeks after Site Visit
- BZP value presentation and value brief at the time of Site Visit
- Report no later than four (4) weeks after Site Visit

Sample Schedule Site Visit

Day 1:

Community-Led Presentation (evening)

The community will lead a presentation to the Blue Zones Project team showcasing the community's strengths, challenges, opportunities, and current initiatives underway to improve well-being.

Day 2:

Blue Zones Project Community Transformation Presentation (morning)

The Blue Zones Project team will present an overview of the history of the Blue Zones research, the evolution of the Blue Zones Project model, our implementation approach, a summary of national results, and the value proposition for doing Blue Zones Project.

Focus Groups (late morning and afternoon)

Blue Zones Project will facilitate focus groups and one-on-one meetings with key leaders to discuss strengths, challenges, and opportunities across key Blue Zones Project sectors (schools, worksites, policy, faith-based, individual engagement).

Wine@5/Friends@5 (early evening)

Blue Zones Project will host a Wine@5/Friends@5 networking event that allows community leaders to learn about the Blue Zones Project and that provides an opportunity to generate excitement among community members.

Day 3:

Sponsor Executive Value Meeting (morning)

For potential funders and philanthropic leaders, Blue Zones Project will dive deep into the value proposition and potential impact of bringing Blue Zones Project to the community.

Stakeholder Conversations (throughout three days)

BZP will facilitate one-on-one meetings with key leaders to discuss strengths, challenges, and opportunities across key BZP sectors (schools, worksites, policy, faith-based, individual engagement).

Site Visit Debrief Meeting

The Blue Zones Project Team will facilitate a debrief meeting with the community organizers to share preliminary observations from the Site Visit, discuss the potential scope of a Blue Zones Project for the community, and communicate next steps.