

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933
SIGNIFY HEALTH, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or other Jurisdiction of
Incorporation or Organization)

85-3481223

(I.R.S. Employer
Identification No.)

**800 Connecticut Avenue
Norwalk, CT**

(Address of Principal Executive Offices)

06854

(Zip Code)

**Signify Health, Inc. 2021 Long-Term Incentive Plan
Signify Health, Inc. Employee Stock Purchase Plan
Signify Health, Inc. Amended and Restated 2012 Equity Incentive Plan
Signify Health, Inc. Amended and Restated 2019 Equity Incentive Plan
Cure Aggregator, LLC Incentive Unit Agreements**
(Full Title of the Plans)

**Kyle Armbrester
Chief Executive Officer
Signify Health, Inc.
800 Connecticut Avenue
Norwalk, CT 06854**

(Name and Address of Agent for Service)

(203) 541-4600

(Telephone Number, Including Area Code, of Agent for Service)

**Copies to:
Shane Tintle
Jeffrey P. Crandall
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
(212) 450-4000**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
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 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered ⁽¹⁾	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee ⁽⁴⁾
Class A Common Stock, par value \$0.01 per share				
- Reserved for issuance under the Signify Health, Inc. 2021 Long-Term Incentive Plan	15,683,798	\$24 ⁽²⁾	\$376,411,152.00	\$41,066.46
- Pursuant to stock options outstanding under the Signify Health, Inc. 2021 Long-Term Incentive Plan	872,500	\$24 ⁽³⁾	\$20,940,000.00	\$2,284.55
- Reserved for issuance under the Signify Health, Inc. Employee Stock Purchase Plan	4,730,371	\$24 ⁽²⁾	\$113,528,904.00	\$12,386.00
- Pursuant to stock options outstanding under the Signify Health, Inc. Amended and Restated 2019 Equity Incentive Plan	3,745,910	\$8.46 ⁽³⁾	\$31,690,398.60	\$3,457.42
- Pursuant to stock options outstanding under the Signify Health, Inc. Amended and Restated 2012 Equity Incentive Plan	2,484,074	\$1.91 ⁽³⁾	\$4,744,581.34	\$517.63
- Issuable under the Cure Aggregator, LLC Incentive Unit Agreements	13,469,591	\$24 ⁽²⁾	\$323,270,184.00	\$35,268.78
Total	40,986,244		\$870,585,219.94	\$94,980.85

- (1) This Registration Statement on Form S-8 (this “Registration Statement”) covers shares of Class A common stock, \$0.01 par value per share (“Class A Common Stock”), of Signify Health, Inc. (the “Company” or the “Registrant”) that are (i) authorized for issuance under the Signify Health, Inc. 2021 Long-Term Incentive Plan (the “LTIP”) and the Signify Health Inc. Employee Stock Purchase Plan (the “ESPP”), (ii) authorized for issuance upon the exercise of outstanding stock options issued pursuant to the LTIP, the Signify Health, Inc. Amended and Restated 2012 Equity Incentive Plan (the “2012 Plan”) and the Signify Health, Inc. Amended and Restated 2019 Equity Incentive Plan (the “2019 Plan”) and (iii) issuable under the Cure Aggregator, LLC Incentive Unit Agreements (the “Cure Aggregator Plan” and, collectively with the LTIP, the ESPP, the 2012 Plan and the 2019 Plan, the “Plans”). In the event of any stock dividend, stock split or other similar transaction involving the Class A Common Stock, the number of shares registered hereby shall automatically be adjusted in accordance with Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”).
- (2) Computed solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and 457(h) under the Securities Act on the basis of the average of the high and low prices of the Class A Common Stock on February 10, 2021.
- (3) Computed solely for the purpose of calculating the registration fee pursuant to Rule 457(h) under the Securities Act on the basis of the weighted-average exercise price of the stock options outstanding under the LTIP, the 2012 Plan and the 2019 Plan, respectively.
- (4) Rounded up to the nearest penny.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Item 1 and Item 2 of Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b) (1) under the Securities Act. In accordance with the rules and regulations of the U.S. Securities and Exchange Commission (the "Commission") and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Commission are incorporated herein by reference:

- (a) The prospectus dated February 12, 2021 filed by the Registrant with the Commission pursuant to Rule 424(b) under the Securities Act relating to the registration statement on Form S-1, as amended (Registration No. 333-252231) (the "Form S-1 Registration Statement"); and
- (b) The description of Class A Common Stock which is contained in the registration statement on Form 8-A filed by the Registrant with the Commission on February 8, 2021, (Exchange Act File No. 001-40028), including any amendment or report filed for the purpose of updating that description.

In addition, all documents subsequently filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents. The Registrant is not incorporating by reference any document or portion thereof, whether specifically listed above or to be filed in the future, that is not deemed "filed" with the Commission.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, (or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein), modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent to the Registrant. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise. The Registrant's amended and restated bylaws provide for indemnification by the Registrant of its directors, officers and employees to the fullest extent permitted by the DGCL. The Registrant has entered into indemnification agreements with each

of its current directors and executive officers to provide these directors and executive officers additional contractual assurances regarding the scope of the indemnification set forth in the Registrant's amended and restated certificate of incorporation and amended and restated bylaws and to provide additional procedural protections. There is no pending litigation or proceeding involving a director or executive officer of the Registrant for which indemnification is sought.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions, or (iv) for any transaction from which the director derived an improper personal benefit. The Registrant's amended and restated certificate of incorporation provides for such limitation of liability.

The Registrant maintains standard policies of insurance under which coverage is provided (a) to its directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and (b) to the Registrant with respect to payments which may be made by the Registrant to such officers and directors pursuant to the above indemnification provision or otherwise as a matter of law. The form of underwriting agreement filed as Exhibit 1.1 to the Form S-1 Registration Statement provides for indemnification of directors and officers of the Registrant by the underwriters against certain liabilities.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description
4.1	Amended and Restated Certificate of Incorporation of the Registrant (incorporated herein by reference to Exhibit 3.1 to the Registrant's Registration Statement on Form S-1, filed with the Commission on February 2, 2020 (Registration No. 333-252231))
4.2	Amended and Restated Bylaws of the Registrant (incorporated herein by reference to Exhibit 3.2 to the Registrant's Registration Statement on Form S-1, filed with the Commission on February 2, 2020 (Registration No. 333-252231))
5.1	Opinion of Davis Polk & Wardwell LLP (filed herewith)
23.1	Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)
23.2	Consent of Deloitte & Touche LLP, independent registered public accounting firm, relating to the financial statements of Cure TopCo, LLC (filed herewith)
23.3	Consent of Deloitte & Touche LLP, independent registered public accounting firm, relating to the financial statements of the Registrant (filed herewith)
23.4	Consent of RSM US LLP, independent auditor, relating to the financial statements of Remedy Partners, Inc. (filed herewith)
24.1	Power of Attorney (filed herewith)
99.1	Signify Health, Inc. 2021 Long-Term Incentive Plan (filed herewith)
99.2	Signify Health, Inc. Employee Stock Purchase Plan (filed herewith)
99.3	Signify Health, Inc. Amended and Restated 2012 Equity Incentive Plan (filed herewith)
99.4	Signify Health, Inc. Amended and Restated 2019 Equity Incentive Plan (filed herewith)
99.5	Form of Cure Aggregator, LLC Incentive Unit Agreement (filed herewith)

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in
-

this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in this Registration Statement.; and

- (iii) To include any material information with respect to the Plans not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing this Registration Statement and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Norwalk, State of Connecticut, on this 16th day of February, 2021.

Signify Health, Inc.

By: /s/ Kyle Armbrester

Name: Kyle Armbrester

Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Kyle Armbrester, Steven Senneff and Adam McAnaney and each of them, individually, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead in any and all capacities, in connection with this Registration Statement, including to sign in the name and on behalf of the undersigned, this Registration Statement and any and all amendments thereto, including post-effective amendments and registrations filed pursuant to Rule 462 under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and desirable to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his or her substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Kyle Armbrester</u> Kyle Armbrester	Director & Chief Executive Officer (Principal Executive Officer)	<u>February 16, 2021</u>
<u>/s/ Steven Senneff</u> Steven Senneff	President, Chief Financial and Administrative Officer (Principal Financial Officer)	<u>February 16, 2021</u>
<u>/s/ Laurence Orton</u> Laurence Orton	Chief Accounting Officer (Principal Accounting Officer)	<u>February 16, 2021</u>
<u>/s/ Matthew S. Holt</u> Matthew S. Holt	Chairman of the Board of Directors	<u>February 16, 2021</u>
<u>/s/ Taj J. Clayton</u> Taj J. Clayton	Director	<u>February 16, 2021</u>
<u>/s/ Brandon H. Hull</u> Brandon H. Hull	Director	<u>February 16, 2021</u>
<u>/s/ Kevin M. McNamara</u> Kevin M. McNamara	Director	<u>February 16, 2021</u>
<u>/s/ Albert A. Notini</u> Albert A. Notini	Director	<u>February 16, 2021</u>
<u>/s/ Kyle B. Peterson</u> Kyle B. Peterson	Director	<u>February 16, 2021</u>
<u>/s/ Vivian E. Riefberg</u> Vivian E. Riefberg	Director	<u>February 16, 2021</u>
<u>/s/ Stephen F. Wiggins</u> Stephen F. Wiggins	Director	<u>February 16, 2021</u>



Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017

212 450 4000 tel
212 701 5800 fax

New York
Northern California
Washington DC
São Paulo
London

Paris
Madrid
Tokyo
Beijing
Hong Kong

February 16, 2021

Signify Health, Inc.
800 Connecticut Avenue
Norwalk, CT 06854

Ladies and Gentlemen:

We have acted as special counsel for Signify Health, Inc. (the “**Company**”) in connection with the filing of a Registration Statement on Form S-8 under the Securities Act of 1933, as amended, relating to 40,986,244 shares of Class A common stock, par value \$0.01 per share, of the Company (the “**Class A Shares**”) issuable (a) pursuant to the Signify Health, Inc. 2021 Long-Term Incentive Plan, (b) upon the exercise of stock options outstanding under the Signify Health, Inc. 2021 Long-Term Incentive Plan, (c) pursuant to the Signify Health, Inc. Employee Stock Purchase Plan, (d) upon the exercise of stock options outstanding under the Signify Health, Inc. Amended and Restated 2012 Equity Incentive Plan and the Signify Health, Inc. Amended and Restated 2019 Equity Incentive Plan and (e) upon the exchange of common units of Cure Aggregator, LLC outstanding under the Cure Aggregator, LLC Incentive Unit Agreements for common units of Cure TopCo, LLC and, subsequently, for Class A Shares (such plans and agreements collectively, the “**Plans**”).

We have examined such documents and such matters of fact and law as we have deemed necessary for the purposes of rendering the opinion expressed herein.

In rendering the opinion expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all signatures on all documents that we reviewed are genuine, (iv) all natural persons executing documents had and have the legal capacity to do so, (v) all statements in certificates of public officials and officers of the Company that we reviewed were and are accurate and (vi) all representations made by the Company as to matters of fact in the documents that we reviewed were and are accurate.

Upon the basis of the foregoing, we are of the opinion that the Class A Shares have been duly authorized and, when delivered in accordance with the Plans upon receipt by the Company of adequate consideration therefor, will be validly issued, fully paid and nonassessable.

We are members of the Bar of the State of New York, and the foregoing opinion is limited to the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware.

We consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Davis Polk & Wardwell LLP
Davis Polk & Wardwell LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated October 19, 2020, relating to the financial statements of Cure TopCo, LLC, appearing in Registration Statement No. 333-252231 on Form S-1, as amended, of Signify Health, Inc.

/s/ Deloitte & Touche LLP

Stamford, CT

February 16, 2021

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated December 7, 2020 (January 19, 2021, as to the effects of the share issuance described in Note 5), relating to the financial statement of Signify Health, Inc., appearing in Registration Statement No. 333-252231 on Form S-1, as amended, of Signify Health, Inc.

/s/ Deloitte & Touche LLP

Stamford, CT

February 16, 2021

Consent of Independent Auditor

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated April 30, 2019, except as to Note 2, which is as of October 14, 2020, relating to the 2018 financial statements of Remedy Partners, Inc. and Subsidiaries, appearing in Signify Health, Inc.'s Registration Statement No. 333-252231 on Form S-1, as amended.

/s/ RSM US LLP

Stamford, Connecticut

February 16, 2021

SIGNIFY HEALTH, INC.
2021 LONG-TERM INCENTIVE PLAN

Section 1. *Purpose.* The purpose of the Signify Health, Inc. 2021 Long-Term Incentive Plan (as amended from time to time, the “**Plan**”) is to motivate and reward employees and other individuals to perform at the highest level and contribute significantly to the success of Signify Health, Inc. (the “**Company**”), thereby furthering the best interests of the Company and its shareholders.

Section 2. *Definitions.* Certain capitalized terms applicable to the Plan are set forth in Appendix A.

Section 3. *Administration.*

(a) *Administration of the Plan.* The Plan shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, its stockholders, Eligible Persons and any Beneficiaries thereof. The Committee may issue rules and regulations for administration of the Plan.

(b) *Composition of Committee.* To the extent necessary or desirable to comply with applicable regulatory regimes, any action by the Committee shall require the approval of Committee members who are (i) independent, within the meaning of and to the extent required by applicable rulings and interpretations of the applicable stock market or exchange on which the Common Shares are quoted or traded; and (ii) non-employee Directors within the meaning of Rule 16b-3 under the Exchange Act. The Board may designate one or more Directors as alternate members of the Committee who may replace any absent or disqualified member at any meeting of the Committee. To the extent permitted by applicable law, including under Section 157(c) of the Delaware General Corporation Law, the Committee may delegate to one or more officers of the Company some or all of its authority under the Plan, including the authority to grant Awards (except that such delegation shall not be applicable to any Award for a Person then covered by Section 16 of the Exchange Act), and the Committee may delegate to one or more committees of the Board (which may consist of solely one Director) some or all of its authority under the Plan, including the authority to grant all types of Awards, in accordance with applicable law.

(c) *Authority of Committee.* Subject to the terms of the Plan and applicable law, the Committee (or its delegate) shall have full discretion and authority to: (i) designate Eligible Persons; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Eligible Person under the Plan; (iii) determine the number of Common Shares to be covered by (or with respect to which payments, rights or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award and prescribe the form of each Award Agreement which need not be identical for each Participant; (v) determine whether, to what extent and under what circumstances Awards may be settled or exercised in cash, Common Shares, other Awards, other property, net settlement, or any combination thereof, or

canceled, forfeited or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine whether, to what extent and under what circumstances cash, Common Shares, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) amend terms or conditions of any outstanding Awards; (viii) correct any defect, supply any omission and reconcile any inconsistency in the Plan or any Award, in the manner and to the extent it shall deem desirable to carry the Plan into effect; (ix) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents, trustees, brokers, depositories and advisors and determine such terms of their engagement as it shall deem appropriate for the proper administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations; and (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations. Notwithstanding anything to the contrary contained herein, the Board may, in its sole discretion, at any time and from time to time, grant Awards or administer the Plan. In any such case, the Board shall have all of the authority and responsibility granted to the Committee herein.

Section 4. *Participation.*

Consistent with the purposes of the Plan, the Committee shall have exclusive power to select the Eligible Persons who may participate in the Plan and be granted Awards under the Plan. Eligible Persons may be selected individually or by groups or categories, as determined by the Committee in its discretion.

Section 5. *Shares Available for Award.*

(a) *Share Reserve.*

(i) Subject to adjustment as provided in Section 5(b) and except for Substitute Awards, the maximum number of Common Shares available for issuance under the Plan shall not exceed 16,556,298 Common Shares. The total number of Common Shares available for issuance under the Plan shall be increased on the first day of each Company fiscal year following the Effective Date in an amount equal to the least of (i) 14,191,113 Common Shares, (ii) 3% of the aggregate number of Common Shares and shares of the Company's Class B common stock, par value \$0.01, outstanding (on a fully diluted basis) on the last day of the immediately preceding fiscal year and (iii) such number of Common Shares as determined by the Board. The maximum number of Common Shares available for issuance with respect to Incentive Stock Options shall be 8,278,149. Common Shares underlying Substitute Awards and Common Shares remaining available for grant under a plan of an acquired company or of a company with which the Company combines (whether by way of amalgamation, merger, sale

and purchase of shares or other securities or otherwise), appropriately adjusted to reflect the acquisition or combination transaction, shall not reduce the number of Common Shares remaining available for grant hereunder. Except as provided in Section 5(a)(ii), all Pre-IPO Awards outstanding immediately prior to the Effective Date shall continue to be governed under the terms of the Pre-IPO Plans. From and after the Effective Date, no further awards shall be granted under the Pre-IPO Plans.

(ii) If any Award or Pre-IPO Award, in whole or in part, is forfeited, cancelled, expires, terminates or otherwise lapses, or is settled in cash without the delivery of Common Shares, or if Common Shares are withheld by the Company in respect of taxes on Awards other than Options or Stock Appreciation Rights, then the corresponding Common Shares shall again be available for grant under the Plan. For the avoidance of doubt, any Common Shares tendered or withheld to pay the exercise price of Options or Pre-IPO Awards, or that are covered by a Stock Appreciation Right (to the extent that it is settled in Common Shares, without regard to the number of Shares that are actually issued upon exercise), will not again become available for issuance under the Plan.

(iii) Common Shares issued pursuant to the Plan may be either authorized but unissued shares, treasury shares, reacquired shares or any combination thereof.

(b) *Adjustments.* In the event that the Committee determines that, as a result of any dividend or other distribution (other than an ordinary dividend or distribution), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, separation, rights offering, split-up, spin-off, combination, repurchase or exchange of Common Shares or other securities of the Company, issuance of warrants or other rights to purchase Common Shares or other securities of the Company, issuance of Common Shares pursuant to the anti-dilution provisions of securities of the Company, or other similar corporate transaction or event affecting the Common Shares, or changes in applicable laws, regulations or accounting principles, an adjustment is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, subject to compliance with Section 409A of the Code and other applicable law, adjust equitably so as to ensure no undue enrichment or harm (including, without limitation, by payment of cash) any or all of:

(i) the number and type of Common Shares (or other securities) which thereafter may be made the subject of Awards, including the aggregate limits specified in Section 5(a);

(ii) the number and type of Common Shares (or other securities) subject to outstanding Awards;

(iii) the grant, purchase, exercise or hurdle price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; and

(iv) the terms and conditions of any outstanding Awards, including the performance criteria of any Performance Awards.

provided, however, that the number of Common Shares subject to any Award denominated in Common Shares shall always be a whole number.

(c) *Non-Employee Director Limits.* The maximum number of Common Shares subject to Awards granted during a single fiscal year of the Company to any non-employee Director, taken together with any cash fees paid during the fiscal year to the non-employee Director, in respect of the Director's service as a member of the Board during such year (including service as a member or chair of any committees of the Board), shall not exceed \$500,000 in total value (calculating the value of any such Awards based on the grant date fair value of such Awards for financial reporting purposes). The independent Directors may make exceptions to this limit for a non-executive chair of the Board, *provided* that the non-employee Director receiving such additional compensation may not participate in the decision to award such compensation.

Section 6. *Awards under the Plan.*

(a) *Types of Awards.* Awards under the Plan may include, but need not be limited to, one or more of the following types, either alone or in any combination thereof: (i) Options, (ii) Stock Appreciation Rights, (iii) Restricted Stock, (iv) Restricted Stock Units, (v) Performance Awards, (vi) Other Cash-Based Awards and (vii) Other Stock-Based Awards.

(b) *Rights with Respect to Common Shares and Other Securities.* Except as provided in Section 9(c) with respect to Awards of Restricted Stock and unless otherwise determined by the Committee in its discretion, a Participant to whom an Award is made (and any Person succeeding to such a Participant's rights pursuant to the Plan) shall have no rights as a stockholder with respect to any Common Shares or as a holder with respect to other securities, if any, issuable pursuant to any such Award until the date a stock certificate evidencing such Common Shares or other evidence of ownership is issued to such Participant or until Participant's ownership of such Common Shares shall have been entered into the books of the registrar in the case of uncertificated shares.

(c) *Award Agreements.* Each Award granted or sold under the Plan shall be evidenced by an Award Agreement in such form as the Committee shall prescribe from time to time in accordance with the Plan and shall comply with the applicable terms and conditions of the Plan and applicable law, and with such other terms and conditions, including, but not limited to, treatment of the Award upon a Separation from Service and restrictions upon the Option or the Common Shares issuable upon exercise thereof, as the Committee, in its discretion, shall establish.

Section 7. *Options.* The Committee may grant Options to Eligible Persons with the following terms and conditions and with such additional terms and conditions, in each case, not inconsistent with the provisions of the Plan, as the Committee shall determine; *provided* that an Incentive Stock Option may be granted only to Eligible Persons who are employees of the Company or any parent or subsidiary of the Company within the meaning of Sections 424(e) and (f) of the Code, including a subsidiary which becomes such after adoption of the Plan.

(a) The Committee shall determine the number of Common Shares to be subject to each Option and the exercise price per Common Share subject to each Option. Except in the case of Substitute Awards, the exercise price of an Option shall not be less than the Fair Market Value of the Common Shares subject to such Option on the date of grant, as determined by the Committee; *provided, however*, if an Incentive Stock Option is granted to a Ten Percent Employee, such exercise price shall not be less than 110% of such Fair Market Value at the time the Option is granted.

(b) Any Option may be exercised during its term only at such time or times and in such installments as the Committee may establish.

(c) An Option shall not be exercisable:

(i) in the case of any Incentive Stock Option granted to a Ten Percent Employee, after the expiration of five years from the date it is granted, and, in the case of any other Option, after the expiration of ten years from the date it is granted; and

(ii) no shares shall be issued unless payment in full is made for the shares being acquired under such Option at the time of exercise as provided in Section 7(e).

(d) In the case of an Incentive Stock Option, the amount of the aggregate Fair Market Value of Common Shares (determined at the time of grant of the Option) with respect to which Incentive Stock Options are exercisable for the first time by an employee of the Company or a Subsidiary during any calendar year (under all such plans of his or her employer corporation and its parent and subsidiary corporations within the meaning of Sections 424(e) and (f) of the Code) shall not exceed \$100,000 or such other amount as is specified in the Code. An Incentive Stock Option that is exercised at a time that is beyond the time an Incentive Stock Option may be exercised in order to qualify as such under the Code shall cease to be an Incentive Stock Option.

(e) The Committee shall determine the method or methods by which, and the form or forms in which payment of the exercise price with respect thereto may be made or deemed to have been made, including cash, Common Shares, other Awards, other property, net settlement, broker-assisted cashless exercise or any combination thereof, having a Fair Market Value on the exercise date equal to the exercise price of the Common Shares as to which the Option shall be exercised. The Committee may provide in the applicable Award Agreement that, to the extent an Option is not previously

exercised as to all of the Common Shares subject thereto, and, if the Fair Market Value of one Common Share is greater than the exercise price then in effect, then the Option shall be deemed automatically exercised immediately before its expiration.

(f) No grant of Options may be accompanied by a tandem award of dividend equivalents or provide for dividends, dividend equivalents or other distributions to be paid on such Options.

(g) If the exercise of an Option is prevented by Section 20(f), the Option shall remain exercisable until thirty days after the date such exercise first would no longer be prevented by such provision, but in any event no later than the expiration date of such Option.

Section 8. *Stock Appreciation Rights*. The Committee may grant Stock Appreciation Rights to Eligible Persons with the following terms and conditions, and with such additional terms and conditions in each case not inconsistent with the provisions of the Plan, as the Committee shall determine.

(a) Stock Appreciation Rights may be granted under the Plan to Eligible Persons either alone or in addition to other Awards granted under the Plan and may, but need not, relate to a specific Option granted under Section 7.

(b) The Committee shall determine the number of Common Shares to be subject to each Award of Stock Appreciation Rights and the exercise or hurdle price per Common Share subject to each Stock Appreciation Right. Except in the case of Substitute Awards, Stock Appreciation Rights shall have an exercise or hurdle price no less than the Fair Market Value of the Common Shares subject to such Stock Appreciation Right on the date of grant, as determined by the Committee.

(c) Any Stock Appreciation Right may be exercised during its term only at such time or times and in such installments as the Committee may establish and shall not be exercisable after the expiration of ten years from the date it is granted.

(d) An Award of Stock Appreciation Rights shall entitle the holder to exercise such Award and to receive from the Company in exchange thereof, without payment to the Company, that number of Common Shares or cash or some combination thereof having an aggregate value equal to the excess of the Fair Market Value of one Common Share, at the time of such exercise, over the exercise or hurdle price, times the number of Common Shares subject to the Award, or portion thereof, that is so exercised or surrendered, as the case may be. The Committee may provide in the applicable Award Agreement that, to the extent a Stock Appreciation Right is not previously exercised as to all of the Common Shares subject thereto, and, if the Fair Market Value of one Common Share is greater than the exercise or hurdle price then in effect, then the Stock Appreciation Right shall be deemed automatically exercised immediately before its expiration.

(e) No grant of Stock Appreciation Rights may be accompanied by a tandem award of dividend equivalents or provide for dividends, dividend equivalents or other distributions to be paid on such Stock Appreciation Rights.

(f) If the exercise of a Stock Appreciation Right is prevented by Section 20(f), the Stock Appreciation Right shall remain exercisable until thirty days after the date such exercise first would no longer be prevented by such provision, but in any event no later than the expiration date of such Stock Appreciation Right.

Section 9. *Restricted Stock and Restricted Stock Units.* The Committee is authorized to grant Awards of Restricted Stock and Restricted Stock Units to Eligible Persons with the following terms and conditions and with such additional terms and conditions, in each case not inconsistent with the provisions of the Plan, as the Committee shall determine.

(a) The Committee shall determine the number of Common Shares to be issued to a Participant pursuant to the Award of Restricted Stock or Restricted Stock Units, and the extent, if any, to which they shall be issued in exchange for cash, other consideration, or both. The Award Agreement shall specify the vesting schedule and such other applicable conditions and restrictions and, with respect to Restricted Stock Units, shall specify the delivery schedule (which may include deferred delivery later than the vesting date).

(b) Until the expiration of such period as the Committee shall determine from the date on which the Award is granted and subject to such other terms and conditions as the Committee, in its discretion, shall establish (the “**Restricted Period**”), a Participant to whom an Award of Restricted Stock is made shall be issued, but shall not be entitled to the delivery of, a stock certificate or other evidence of ownership representing the Common Shares subject to such Award.

(c) Unless otherwise determined by the Committee in its discretion, a Participant to whom an Award of Restricted Stock has been made (and any Person succeeding to such a Participant’s rights pursuant to the Plan) shall have, after issuance of a certificate for the number of Common Shares awarded (or after the Participant’s ownership of such Common Shares shall have been entered into the books of the registrar in the case of uncertificated shares) and prior to the expiration of the Restricted Period, ownership of such Common Shares, including the right to vote such Common Shares and to receive dividends or other distributions made or paid with respect to such Common Shares, *provided* that, such Common Shares, and any new, additional or different shares, or other Company securities or property, or other forms of consideration that the Participant may be entitled to receive with respect to such Common Shares as a result of a stock split, stock dividend or any other change in the corporation or capital structure of the Company, shall be subject to the restrictions set forth in the Award and the Plan. A Restricted Stock Unit shall not convey to the Participant the rights and privileges of a stockholder with respect to the Common Shares subject to the Restricted Stock Unit, such as the right to vote or the right to receive dividends, unless and until a Common Share is issued to the Participant to settle the Restricted Stock Unit.

(d) The Committee may, in its discretion, specify in the applicable Award Agreement that any or all dividends, dividend equivalents or other distributions, as applicable, paid on Awards of Restricted Stock or Restricted Stock Units prior to vesting or settlement, as applicable, be paid either in cash or in additional Common Shares and either on a current or deferred basis and that such dividends, dividend equivalents or other distributions may be reinvested in additional Common Shares, which may be subject to the same restrictions as the underlying Awards. Notwithstanding the foregoing, dividends and dividend equivalents with respect to Restricted Stock and Restricted Stock Units that are granted as Performance Awards shall vest only if and to the extent that the underlying Performance Award vests, as determined by the Committee.

(e) The Committee may determine the form or forms (including cash, Common Shares, other Awards, other property or any combination thereof) in which payment of the amount owing upon settlement of any Restricted Stock Unit may be made.

(f) The Committee may provide in an Award Agreement that an Award of Restricted Stock is conditioned upon the Participant making or refraining from making an election with respect to the Award under Section 83(b) of the Code. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Restricted Stock, such Participant shall be required to file within the time period required by Section 83(b) of the Code a copy of such election with the Company and the applicable Internal Revenue Service office.

Section 10. *Performance Awards.* The Committee is authorized to grant Performance Awards to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) Performance Awards may be denominated as a cash amount, number of Common Shares or units or a combination thereof, and may be earned upon achievement or satisfaction of performance conditions specified by the Committee (including, without limitation, cash flow, earnings (including EBITDA or some variation thereof), earnings per share, debt, return on investment, stock price, total or relative increases to stockholder return, operating income or net operating income, gross margin, operating margin or profit margin, and other financial or non-financial operating and management performance objectives). The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions. Subject to the terms of the Plan, the performance goals to be achieved during any Performance Period, the length of any Performance Period, the amount of any Performance Award granted and the amount of any payment or transfer to be made pursuant to any Performance Award shall be determined by the Committee.

(b) Performance criteria may be measured on an absolute (*e.g.*, plan or budget) or relative basis, and may be established on a corporate-wide basis, with respect to one or more business units, divisions, Subsidiaries or business segments, or on an individual basis. If the Committee determines that a change in the business, operations, corporate

structure or capital structure of the Company, or the manner in which the Company conducts its business, or other events or circumstances render the performance objectives unsuitable, the Committee may modify the performance objectives or the related minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable such that it does not provide any undue enrichment or harm. Performance measures may vary from Performance Award to Performance Award and from Participant to Participant, and may be established on a stand-alone basis, in tandem or in the alternative. The Committee shall have the power to impose such other restrictions on Awards subject to this Section 10(b) as it may deem necessary or appropriate to ensure that such Awards satisfy all requirements of any applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(c) Performance Awards may be settled in cash, Common Shares, other Awards, other property, or any combination thereof, and at such times, as determined in the discretion of the Committee.

(d) The Committee may, in its discretion, specify in the applicable Award Agreement that any or all dividends, dividend equivalents or other distributions, as applicable, paid on Awards of Restricted Stock or Restricted Stock Units prior to vesting or settlement, as applicable, be paid either in cash or in additional Common Shares and either on a current or deferred basis and that such dividends, dividend equivalents or other distributions may be reinvested in additional Common Shares, which may be subject to the same restrictions as the underlying Awards. Notwithstanding the foregoing, dividends and dividend equivalents with respect to Restricted Stock and Restricted Stock Units that are granted as Performance Awards shall vest only if and to the extent that the underlying Performance Award vests, as determined by the Committee.

(e) A Performance Award shall not convey to a Participant the rights and privileges of a shareholder with respect to any Common Shares subject to such Performance Award, such as the right to vote (except as relates to Restricted Stock) or the right to receive dividends, unless and until and to the extent Common Shares are issued to such Participant to settle such Performance Award. The Committee may, in its discretion, specify in the applicable Award Agreement that any or all dividends, dividend equivalents or other distributions, as applicable, paid on a Performance Award during the period that such Performance Award is outstanding, be paid either in cash or in additional Common Shares and either on a current or deferred basis and that such dividends, dividend equivalents or other distributions may be reinvested in additional Common Shares, which may be subject to the same restrictions as the underlying Awards. For the avoidance of doubt, unless otherwise determined by the Committee, no dividend equivalent rights shall be provided with respect to any Common Shares subject to Performance Awards that are not earned or otherwise do not vest or settle pursuant to their terms.

(f) The Committee may, in its discretion, increase or reduce the amount of a settlement otherwise to be made in connection with a Performance Award.

Section 11. *Other Cash-Based Awards and Other Stock-Based Awards* . The Committee may grant Other Cash-Based Awards (either independently or as an element of or supplement to any other Award under the Plan) and Other Share-Based Awards to Eligible Persons with the following terms and conditions and with such additional terms and conditions, in each case not inconsistent with the provisions of the Plan, as the Committee shall determine, which shall consist of any right that is (i) not an Award described in Sections 7 through 10 above and (ii) an Award of Common Shares or cash or an Award denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Common Shares (including, without limitation, securities convertible into Common Shares), as deemed by the Committee to be consistent with the purposes of the Plan. Subject to the terms of the Plan and any applicable Award Agreement, the Committee shall determine the terms and conditions of any such Other Cash-Based Award or Other Share-Based Award.

Section 12. *Minimum Vesting Requirements*. Notwithstanding anything to the contrary herein and subject to Section 13, Awards shall vest over a period of not less than one year following the date of grant (the “**Minimum Vesting Requirements**”); *provided, however*, that the Committee may, in its sole discretion, (i) accelerate the vesting of Awards or otherwise lapse or waive the Minimum Vesting Requirements upon (A) the Participant’s death or disability or (B) a Change in Control (subject to the requirements of Section 12) and (ii) grant Awards that are not subject to the Minimum Vesting Requirements with respect to 5% or less of the Common Shares available for issuance under the Plan.

Section 13. *Effect of Separation from Service or a Change in Control on Awards*.

(a) The Committee may provide, by rule or regulation or in any applicable Award Agreement, or may determine in any individual case, the circumstances in which, and the extent to which, an Award may be exercised, settled, vested, paid or forfeited in the event of the Participant’s Separation from Service prior to the end of a Performance Period or vesting, exercise or settlement of such Award.

(b) The Committee may determine, in its discretion, whether, and the extent to which, (i) an Award will vest during a leave of absence, (ii) a reduction in service level (for example, from full-time to part-time employment) will cause a reduction, or other change, to an Award and (iii) a leave of absence or reduction in service will be deemed a Separation from Service, in each case subject to the provisions of Section 409A.

(c) In the event of a Change in Control, the Committee may, in its sole discretion, and on such terms and conditions as it deems appropriate, take any one or more of the following actions with respect to any outstanding Award, which need not be uniform with respect to all Participants and/or Awards:

(i) continuation or assumption of such Award by the Company (if it is the surviving entity) or by the successor or surviving corporation or its parent;

(ii) substitution or replacement of such Award by the successor or surviving entity or its parent with cash, securities, rights or other property to be paid or issued, as the case may be, by the successor or surviving entity (or a parent or subsidiary thereof), with substantially the same terms and value as such Award (including, without limitation, any applicable performance targets or criteria with respect thereto);

(iii) acceleration of the vesting of such Award and the lapse of any restrictions thereon and, in the case of an Option or Stock Appreciation Right, acceleration of the right to exercise such Award during a specified period (and the termination of such Option or Stock Appreciation Right without payment of any consideration therefor to the extent such Award is not timely exercised), in each case, either (A) immediately prior to or as of the date of the Change in Control,

(B) upon the Participant's involuntary Separation from Service (including upon a termination of the Participant's employment by the Company (or a successor entity or its parent) without "cause" or by the Participant for "good reason", as such terms may be defined in the applicable Award Agreement and/or the Participant's employment agreement or offer letter, as the case may be) on or within a specified period following such Change in Control or (C) upon the failure of the successor or surviving entity (or its parent) to continue or assume such Award;

(iv) in the case of a Performance Award, determination of the level of attainment of the applicable performance condition(s); and

(v) cancellation of such Award in consideration of a payment, with the form, amount and timing of such payment determined by the Committee in its sole discretion, subject to the following: (A) such payment shall be made in cash, securities, rights and/or other property; (B) the amount of such payment shall equal the value of such Award, as determined by the Committee in its sole discretion; *provided* that, in the case of an Option or Stock Appreciation Right, if such value equals the Intrinsic Value of such Award, such value shall be deemed to be valid; *provided further* that, if the Intrinsic Value of an Option or Stock Appreciation Right is equal to or less than zero, the Committee may, in its sole discretion, provide for the cancellation of such Award without payment of any consideration therefor (for the avoidance of doubt, in the event of a Change in Control, the Committee may, in its sole discretion, terminate any Option or Stock Appreciation Right for which the exercise or hurdle price is equal to or exceeds the per Common Share value of the consideration to be paid in the Change in Control transaction without payment of consideration therefor); and (C) such payment shall be made promptly following such Change in Control or on a specified date or dates following such Change in Control; *provided* that the timing of such payment shall comply with Section 409A.

Section 14. *Section 409A*. Notwithstanding any provision of the Plan or an Award Agreement to the contrary, if any Award provided under the Plan is subject to the provisions of Section 409A, the provisions of the Plan and any applicable Award

Agreement shall be administered, interpreted and construed in a manner necessary in order to comply with Section 409A or an exception thereto (or disregarded to the extent such provision cannot be so administered, interpreted or construed), and the following provisions shall apply, as applicable and as required by Section 409A:

(a) If a Participant is a “specified employee” under Section 409A and a payment subject to Section 409A (and not excepted therefrom) to the Participant is due upon Separation from Service, such payment shall be delayed for a period of six (6) months after the date the Participant Separates from Service (or, if earlier, the death of the Participant). Any payment that would otherwise have been due or owing during such six-month period will be paid immediately following the end of the six-month period unless another compliant date is specified in the applicable agreement. If an Award includes a “series of installment payments” (within the meaning of Treas. Reg. § 1.409A-2(b)(2)(iii)), a Participant’s right to such series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment, and if an Award includes “dividend equivalents” (within the meaning of Treas. Reg. § 1.409A-3(e)), a Participant’s right to such dividend equivalents shall be treated separately from the right to other amounts under the Award.

(b) For purposes of Section 409A, and to the extent applicable to any Award under the Plan, it is intended that distribution events qualify as permissible distribution events for purposes of Section 409A and shall be interpreted and construed accordingly. Whether a Participant has Separated from Service will be determined by the Committee based on all of the facts and circumstances and, to the extent applicable to any Award, in accordance with the guidance issued under Section 409A.

(c) The grant of Non-Qualified Stock Options, Stock Appreciation Rights and other stock rights subject to Section 409A are intended to be granted under terms and conditions consistent with Treas. Reg. § 1.409A-1(b)(5) such that any such Award does not constitute a deferral of compensation under Section 409A.

Section 15. *Deferred Payment of Awards.* The Committee, in its discretion, may specify the conditions under which the payment of all or any portion of any cash compensation, or Common Shares or other form of payment under an Award, may be deferred until a later date. Deferrals shall be for such periods or until the occurrence of such events, and upon such terms and conditions, as the Committee shall determine in its discretion, in accordance with the provisions of Section 409A; *provided, however*, that no deferral shall be permitted with respect to Options or Stock Appreciation Rights.

Section 16. *Transferability of Awards.* Except pursuant to the laws of descent and distribution, a Participant’s rights and interest under the Plan or any Award may not be assigned or transferred, hypothecated or encumbered in whole or in part, including, but not by way of limitation, execution, levy, garnishment, attachment, pledge, bankruptcy or in any other manner; *provided, however*, the Committee may permit such transfer to a Permitted Transferee; and *provided, further*, that, unless otherwise permitted by the Code, any Incentive Stock Option granted pursuant to the Plan shall not be

transferable other than by will or by the laws of descent and distribution, and shall be exercisable during the Participant's lifetime only by a Participant.

Section 17. *Amendment or Substitution of Awards under the Plan.*

(a) The terms of any outstanding Award under the Plan may be amended or modified from time to time after grant by the Committee in its discretion in any manner that it deems appropriate (including, but not limited to, acceleration of the date of exercise of any Award and/or payments under any Award) in accordance with the terms of the Plan. Subject to Section 5(b) and Section 13, no such amendments or acceleration shall adversely affect in a material manner any right of a Participant under the Award without his or her written consent, except (x) to the extent necessary to conform the provisions of the Award with Section 409A or any other provision of the Code or other applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, or (y) to impose any "clawback" or recoupment provisions on any Awards (including any amounts or benefits arising from such Awards) in accordance with Section 20(o). The Committee may, in its discretion, permit holders of Awards under the Plan to surrender outstanding Awards in order to exercise or realize the rights under other Awards, or in exchange for the grant of new Awards, or require holders of Awards to surrender outstanding Awards as a condition precedent to the grant of new Awards under the Plan.

(b) *No Repricing.* Notwithstanding the foregoing, except as provided in Section 5(b), no action shall directly or indirectly, through cancellation and regrant or any other method, reduce, or have the effect of reducing, the exercise or hurdle price of any "out of the money" Award established at the time of grant thereof without approval of the Company's stockholders, including (i) amending or modifying the terms of the Award to lower the exercise or hurdle price; (ii) cancelling the Award and granting either

(A) replacement Options, Stock Appreciation Rights or similar Awards having a lower exercise or hurdle price or (B) Restricted Stock, Restricted Stock Units, Performance Awards or Other Share-Based Awards in exchange; or (iii) cancelling or repurchasing the out of the money Options, Stock Appreciation Rights or similar Awards for cash or other securities.

Section 18. *Termination of a Participant.* For all purposes under the Plan, the Committee shall determine whether a Participant has Separated from Service, terminated employment with, or terminated the performance of services for, the Company or any Subsidiary; *provided, however*, an absence or leave approved by the Company, to the extent permitted by applicable provisions of the Code, shall not be considered an interruption of employment or performance of services for any purpose under the Plan.

Section 19. *Designation of Beneficiary by Participant.* A Participant may name a beneficiary to receive any payment to which such Participant may be entitled with respect to any Award under the Plan in the event of his or her death, on a written form to be provided by and filed with the Committee, and in a manner determined by the Committee in its discretion (a "**Beneficiary**"). The Committee reserves the right to review and approve Beneficiary designations. A Participant may change his or her

Beneficiary from time to time in a manner determined by the Committee in its discretion, unless such Participant has made an irrevocable designation. Any designation of a Beneficiary under the Plan (to the extent it is valid and enforceable under applicable law) shall be controlling over any other disposition, testamentary or otherwise, as determined by the Committee in its discretion. If no designated Beneficiary survives the Participant and is living on the date on which any amount becomes payable to such a Participant's Beneficiary, such payment will be made to the legal representatives of the Participant's estate, and the term "**Beneficiary**" as used in the Plan shall be deemed to include such Person or Persons. If there are any questions as to the legal right of any Beneficiary to receive a distribution under the Plan, the Committee in its discretion may determine that the amount in question be paid to the legal representatives of the estate of the Participant, in which event the Company, the Board, the Committee, the designated administrator (if any), and the members thereof, will have no further liability to anyone with respect to such amount.

Section 20. *Miscellaneous Provisions.*

(a) Any proceeds from Awards shall constitute general funds of the Company.

(b) No fractional shares may be delivered under an Award, but in lieu thereof a cash or other adjustment may be made as determined by the Committee in its discretion.

(c) No Eligible Person or other Person shall have any claim or right to be granted an Award under the Plan. Determinations made by the Committee under the Plan need not be uniform and may be made selectively among Eligible Persons under the Plan, whether or not such Eligible Persons are similarly situated. Neither the Plan nor any action taken under the Plan shall be construed as giving any Eligible Person any right to continue to be employed by or perform services for the Company, and the Company specifically reserves the right to terminate the employment of, or performance of services by, Eligible Persons at any time and for any reason.

(d) No Participant or other Person shall have any right with respect to the Plan or the Common Shares reserved for issuance under the Plan or in any Award, contingent or otherwise, until written evidence of the Award shall have been delivered to the Participant and all the terms, conditions and provisions of the Plan and the Award applicable to such Participant (and each Person claiming under or through him or her) have been met.

(e) No payment pursuant to the Plan shall be taken into account in determining any benefits under any severance, pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Affiliate, except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

(f) Notwithstanding anything to the contrary contained in the Plan or in any Award agreement, each Award shall be subject to the requirement, if at any time the Committee shall determine, in its sole discretion, that such requirement shall apply, that

the listing, registration or qualification of any Award under the Plan, or of the Common Shares, other Company securities or property or other forms of payment issuable pursuant to any Award under the Plan, on any stock exchange or other market quotation system or under any federal or state law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of such Award or the exercise or settlement thereof, such Award shall not be granted, exercised or settled in whole or in part until such listing, registration, qualification, consent or approval shall have been effected, obtained and maintained free of any conditions not acceptable to the Committee. Notwithstanding anything to the contrary contained in the Plan or in any Award agreement, no Common Shares, other Company securities or property or other forms of payment shall be issued under the Plan with respect to any Award unless the Committee shall be satisfied that such issuance will be in compliance with applicable law and any applicable rules of any stock exchange or other market quotation system on which such Common Shares are listed. If the Committee determines that the exercise of any Option or Stock Appreciation Right would fail to comply with any applicable law or any applicable rules of any stock exchange or other market quotation system on which Common Shares are listed, the Participant holding such Option or Stock Appreciation Right shall have no right to exercise such Option or Stock Appreciation Right until such time as the Committee shall have determined that such exercise will not violate any applicable law or any such applicable rule.

(g) Although it is the intent of Company that the Plan and Awards hereunder, to the extent the Committee deems appropriate and to the extent applicable, comply with Rule 16b-3 and Sections 409A and 422; (i) the Company does not warrant that any Award under the Plan will qualify for favorable tax treatment under any provision of federal, state, local or non-United States law; and (ii) in no event shall any member of the Committee or the Company (or its employees, officers or directors) have any liability to any Participant (or any other Person) due to the failure of an Award to satisfy the requirements of Rule 16b-3 or Section 409A or 422 or, as applicable, for any tax, interest, or penalties the Participant might owe as a result of the grant, holding, vesting, exercise, or payment of any Award under the Plan.

(h) The Company shall have the right to deduct from any payment made under the Plan any federal, state, local or foreign income or other taxes required by law to be withheld with respect to such payment. It shall be a condition to the obligation of Company to issue Common Shares, other securities or property, or other forms of payment, or any combination thereof, upon exercise, settlement or payment of any Award under the Plan, that the Participant (or any Beneficiary or Person entitled to act) pay to Company, upon its demand, such amount as may be required by the Company for the purpose of satisfying any liability to withhold federal, state, local or foreign income or other taxes. If the amount requested is not paid, Company may refuse to issue Common Shares, other securities or property, or other forms of payment, or any combination thereof. Notwithstanding anything in this Plan to the contrary, the Committee may, in its discretion, permit an Eligible Person (or any Beneficiary or Person entitled to act) to elect to pay a portion or all of the amount requested by the Company for such taxes with respect to such Award, at such time and in such manner as the Committee shall deem to

be appropriate (including, but not limited to, by authorizing the Company to withhold, or agreeing to surrender to the Company on or about the date such tax liability is determinable, Common Shares, other securities or property, or other forms of payment, or any combination thereof, owned by such Person or a portion of such forms of payment that would otherwise be distributed, or have been distributed, as the case may be, pursuant to such Award to such Person, having a market value equal to the amount of such taxes); *provided, however*, that any broker-assisted cashless exercise shall comply with the requirements of Financial Accounting Standards Board, Accounting Standards Codification, Topic 718, and any withholding satisfied through a net-settlement of an Award shall be limited to the maximum statutory withholding requirements.

(i) The expenses of the Plan shall be borne by the Company; *provided, however*, the Company may recover from a Participant or his or her Beneficiary, heirs or assigns any and all damages, fees, expenses and costs incurred by the Company arising out of any actions taken by a Participant in breach of the Plan or any applicable Award Agreement.

(j) The Plan shall be unfunded. The Company shall not be required to establish any special or separate fund or to make any other segregation of assets to assure the payment of any Award under the Plan, and rights to the payment of Awards shall be no greater than the rights of the Company's general creditors.

(k) By accepting any Award or other benefit under the Plan, each Participant (and each Person claiming under or through him or her) shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, any action taken under the Plan by the Company, the Board, the Committee or the designated administrator (if applicable).

(l) Records of the Company shall be conclusive for all purposes under the Plan or any Award, unless determined by the Committee to be incorrect.

(m) If any provision of the Plan or any Award is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of the Plan or any Award, but such provision shall be fully severable, and the Plan or Award, as applicable, shall be construed and enforced as if the illegal or invalid provision had never been included in the Plan or Award, as applicable.

(n) The terms of the Plan shall govern all Awards under the Plan and in no event shall the Committee have the power to grant any Award under the Plan that is contrary to any of the provisions of the Plan.

(o) The Committee may specify in an Award Agreement that a Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include a Separation from Service with or without "cause" (and, in the case of any "cause" that is resulting from an indictment or other non-final determination,

the Committee may provide for such Award to be held in escrow or abeyance until a final resolution of the matters related to such event occurs, at which time the Award shall either be reduced, cancelled or forfeited (as provided in such Award Agreement) or remain in effect, depending on the outcome), violation of material policies, breach of non-competition, non-solicitation, confidentiality or other restrictive covenants, or requirements to comply with minimum share ownership requirements, that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Company and/or its Affiliates. The Committee shall have full authority to implement any policies and procedures necessary to comply with Section 10D of the Exchange Act and any rules promulgated thereunder and any other regulatory regimes. Notwithstanding anything to the contrary contained herein, any Awards granted under the Plan (including any amounts or benefits arising from such Awards) shall be subject to any clawback or recoupment arrangements or policies the Company has in place from time to time, and the Committee may, to the extent permitted by applicable law and stock exchange rules or by any applicable Company policy or arrangement, and shall, to the extent required, cancel or require reimbursement of any Awards granted to the Participant or any Common Shares issued or cash received upon vesting, exercise or settlement of any such Awards or sale of Common Shares underlying such Awards.

(p) The Committee may from time to time establish sub-plans under the Plan for purposes of satisfying securities, tax or other laws of various jurisdictions in which the Company intends to grant Awards. Any sub-plans shall contain such limitations and other terms and conditions as the Committee determines are necessary or desirable. All sub-plans shall be deemed a part of the Plan, but, if applicable, each sub-plan shall apply only to the Participants in the jurisdiction for which the sub-plan was designed. Awards may be granted to Participants who are non-United States nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, tax policy or custom.

(q) All certificates, if any, for Common Shares and/or other securities delivered under the Plan pursuant to any Award or the exercise or settlement thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the Securities and Exchange Commission, any stock market or exchange upon which such Common Shares or other securities are then quoted, traded or listed, and any applicable securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(r) The Company will not be obligated to deliver any Common Shares under the Plan or remove restrictions from Common Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Committee's satisfaction,

(ii) as determined by the Committee, all other legal matters regarding the issuance and delivery of such Common Shares have been satisfied, including any applicable securities laws, stock market or exchange rules and regulations or accounting or tax rules and regulations and (iii) the Participant has executed and delivered to the Company such

representations or agreements as the Committee deems necessary or appropriate to satisfy any applicable laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Committee determines is necessary to the lawful issuance and sale of any Common Shares, will relieve the Company of any liability for failing to issue or sell such Common Shares as to which such requisite authority has not been obtained.

(s) The Committee may impose restrictions on any Award with respect to non-competition, non-solicitation, confidentiality and other restrictive covenants, or requirements to comply with minimum share ownership requirements, as it deems necessary or appropriate in its sole discretion, which such restrictions may be set forth in any applicable Award Agreement or otherwise.

Section 21. *Effective Date.* The Plan shall be effective on the Effective Date, *provided that* the Board and the Company's stockholders may approve the Plan prior to such date.

Section 22. *Amendment or Termination.*

(a) *Plan Amendment or Termination.* Except to the extent prohibited by applicable law, the Plan may be amended, suspended, discontinued or terminated in whole or in part at any time and/or from time to time by the Committee; *provided that* no such amendment, suspension, discontinuation or termination shall be made without stockholder approval if such approval is necessary to qualify for or comply with any tax or regulatory requirement, other applicable law or the rules of the stock market or exchange, if any, on which the Common Shares are principally quoted or traded for which the Committee deems it necessary or desirable to qualify or comply. No amendment of the Plan shall adversely affect in a material manner any right of any Participant with respect to any Award previously granted without such Participant's written consent, except as permitted under Section 5(b) and Section 13. Notwithstanding the foregoing or any provision of the Plan to the contrary, the Committee may at any time (without the consent of any Participant) modify, amend or terminate any or all of the provisions of the Plan to the extent necessary to conform the provisions of the Plan with Section 409A or any other provision of the Code or other applicable law, the regulations issued thereunder or an exception thereto, regardless of whether such modification, amendment or termination of the Plan shall adversely affect the rights of a Participant.

(b) *Dissolution or Liquidation.* In the event of the dissolution or liquidation of the Company, each Award shall terminate immediately prior to the consummation of such action, unless otherwise determined by the Committee.

Section 23. *Term of the Plan.* No Awards shall be granted under the Plan after earlier of the following dates or events to occur:

- (a) upon the adoption of a resolution of the Board terminating the Plan;
- (b) the tenth anniversary of the Effective Date; or

(c) the maximum number of Common Shares available for issuance under the Plan has been issued.

However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Committee to amend the Plan, shall extend beyond such date.

Section 24. *Governing Law.* The Plan and any Award granted under the Plan as well as any determinations made or actions taken under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware without regard to its choice or conflicts of laws principles.

The following terms shall have the meaning indicated:

“**Affiliate**” means any entity that, directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Company.

“**Award**” means an award of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Awards, Other Cash-Based Awards or Other Stock-Based Awards under the Plan.

“**Award Agreement**” means any agreement, contract or other instrument or document (including in electronic form) evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant.

“**Beneficial Owner**” has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

“**Beneficiary**” has the meaning set forth in Section 19.

“**Board**” means the Board of Directors of the Company.

“**Change in Control**” means the occurrence of any one or more of the following events:

(i) any Person, other than (A) any employee plan established by the Company or any Subsidiary, (B) the Company or any of its Affiliates (including, for the avoidance of doubt, New Mountain Capital, LLC and its Affiliates), (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) an entity owned, directly or indirectly, by stockholders of the Company in substantially the same proportions as their ownership of the Company, is (or becomes, during any 12-month period) the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of the total voting power of the stock of the Company; *provided* that the provisions of this subsection (i) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (iii) below;

(ii) a change in the composition of the Board such that, during any 12-month period, the individuals who, as of the beginning of such period, constitute the Board (the “**Existing Board**”) cease for any reason to constitute at least 50% of the Board; *provided, however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the Directors immediately prior to the date of such appointment or

election shall be considered as though such individual were a member of the Existing Board; *provided further*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or Person other than the Board, shall in any event be considered to be a member of the Existing Board;

(iii) the consummation of a merger, amalgamation or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with such a transaction pursuant to applicable stock exchange requirements; *provided* that immediately following such transaction the voting securities of the Company outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such merger or consolidation or parent entity thereof) 50% or more of the total voting power of the Company's stock (or, if the Company is not the surviving entity of such transaction, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and *provided, further*, that such a transaction effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of either the then-outstanding Common Shares or the combined voting power of the Company's then-outstanding voting securities shall not be considered a Change in Control; or

(iv) the sale or disposition by the Company of the Company's assets in which any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (A) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the Common Shares immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions, and (B) no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any Person that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company. Notwithstanding the foregoing or any provision of any Award Agreement to the contrary,

for any Award that provides for accelerated distribution on a Change in Control of amounts that constitute “deferred compensation” (as defined in Section 409A of the Code), if the event that constitutes such Change in Control does not also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company’s assets (in either case, as defined in Section 409A of the Code), such amount shall not be accelerated on such Change in Control but instead shall vest as of such Change in Control and shall be distributed on the scheduled payment date specified in the applicable Award Agreement, except to the extent that earlier distribution would not result in the Participant who holds such Award incurring interest or additional tax under Section 409A of the Code.

“**Code**” shall mean the Internal Revenue Code of 1986, as it now exists or may be amended from time to time, and the rules and regulations promulgated thereunder, as they may exist or may be amended from time to time.

“**Committee**” shall mean the compensation committee of the Board unless another committee is designated by the Board. If there is no compensation committee of the Board and the Board does not designate another committee, references herein to the “Committee” shall refer to the Board.

“**Common Shares**” means shares of Class A common stock, par value \$0.01 per share, of the Company and stock of any other class into which such shares may thereafter be changed.

“**Consultant**” means any individual, including an advisor, who is providing services to the Company or any Subsidiary or who has accepted an offer of service or consultancy from the Company or any Subsidiary.

“**Director**” means any member of the Board.

“**Effective Date**” means the date on which the registration statement covering the initial public offering of the Common Shares is declared effective by the Securities and Exchange Commission.

“**Eligible Person(s)**” means those persons who are (i) full or part-time employees or Consultants of the Company or any Subsidiary or (ii) other individuals who perform services for the Company or any Subsidiary, including, without limitation, Directors who are not employees of the Company or any Subsidiary, in each case to the extent that an offer or receipt of an Award to such person is permitted by applicable law and stock market or exchange rules and regulations.

“**Exchange Act**” means the Securities Exchange Act of 1934, as it now exists or may be amended from time to time, and the rules promulgated thereunder, as they may exist or may be amended from time to time.

“**Fair Market Value**” means, except as otherwise determined by the Committee, (i) with respect to the Common Shares, as of any date (A) if the Company’s Common Shares are listed on any established stock exchange, system or market, the closing market

price of the Common Shares as quoted in such exchange, system or market on the applicable date of determination (or, if such date is not a trading day, the trading day immediately preceding such date of determination) as reported in the Wall Street Journal or such other source as the Committee deems reliable or (B) in the absence of an established market for the Common Shares, as determined in good faith by the Committee or (ii) with respect to property other than Common Shares, the value of such property, as determined by the Committee, in its sole discretion.

“**Incentive Stock Option**” means an Option that is an incentive stock option as defined in Section 422 of the Code.

“**Intrinsic Value**” with respect to an Option or Stock Appreciation Right means (i) the excess, if any, of the price or implied price per Common Share in a Change in Control or other event *over* (ii) the exercise or hurdle price of such Award *multiplied by* (iii) the number of Common Shares covered by such Award.

“**Non-Qualified Stock Option**” means an Option that is not an Incentive Stock Option.

“**Option**” means an Incentive Stock Option or a Non-Qualified Stock Option.

“**Other Cash-Based Award**” means an Award granted pursuant to Section 11, including cash awarded as a bonus or upon the attainment of specified performance criteria or otherwise as permitted under the Plan.

“**Other Stock-Based Award**” means an Award granted pursuant to Section 11 that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Common Shares or factors that may influence the value of Common Shares, including convertible or exchangeable debt securities, other rights convertible or exchangeable into Common Shares, purchase rights for Common Shares, dividend rights or dividend equivalent rights or Awards with a value and payment contingent upon performance of the Company or business units thereof or any other factors designated by the Committee.

“**Participant**” means an Eligible Person to whom an Award has been granted under the Plan.

“**Performance Award**” means an Award subject, in part, to the terms, conditions and restrictions described in Section 10, pursuant to which the recipient may become entitled to receive cash, Common Shares or other securities or property issuable under the Plan, or any combination thereof, as determined by the Committee.

“**Performance Period**” means the period established by the Committee with respect to any Performance Award during which the performance goals specified by the Committee with respect to such Award are to be measured.

“**Permitted Transferee**” means (i) any person defined as an employee in the Instructions to Registration Statement Form S-8 promulgated by the Securities and

Exchange Commission, as such form may be amended from time to time, which persons include, as of the date of adoption of the Plan, executors, administrators or beneficiaries of the estates of deceased Participants, guardians or members of a committee for incompetent former Participants, or similar persons duly authorized by law to administer the estate or assets of former Participants, and (ii) Participants' family members who acquire Awards from the Participant other than for value, including through a gift or a domestic relations order. For purposes of this definition, "**family member**" includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Participant's household (other than a tenant or employee), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than fifty percent of the voting interests. For purposes of this definition, neither (i) a transfer under a domestic relations order in settlement of marital property rights, nor (ii) a transfer to an entity in which more than fifty percent of the voting or beneficial interests are owned by family members (or the Participant) in exchange for an interest in that entity is considered a transfer for "value".

"**Person**" has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

"**Pre-IPO Award**" means an award granted prior to the Effective Date under the Pre-IPO Plans.

"**Pre-IPO Plans**" means the Signify Health, Inc. Amended and Restated 2019 Equity Incentive Plan and the Signify Health, Inc. Amended and Restated 2012 Equity Incentive Plan.

"**Restricted Period**" has the meaning set forth in Section 9(b).

"**Restricted Stock**" means an Award of Common Shares that are issued subject, in part, to the terms, conditions and restrictions described in Section 9.

"**Restricted Stock Units**" means an Award of the right to receive either (as the Committee determines) Common Shares or cash equal to the Fair Market Value of a Common Share on the payment date, issued subject, in part, to the terms, conditions and restrictions described in Section 9.

"**Rule 16b-3**" means Rule 16b-3 promulgated by the Securities and Exchange Commission under the Exchange Act and any successor rule.

"**Section 409A**" means Section 409A of the Code, any rules or regulations promulgated thereunder, as they may exist or may be amended from time to time, or any successor to such section.

“**Section 422**” means Section 422 of the Code, any rules or regulations promulgated thereunder, as they may exist or may be amended from time to time, or any successor to such section.

“**Separation from Service**” and “**Separate from Service**” means the Participant’s death, retirement or other termination of employment or service with the Company (including all persons treated as a single employer under Sections 414(b) and 414(c) of the Code) that constitutes a “separation from service” (within the meaning of Section 409A).

“**Stock Appreciation Right**” means an Award of a right to receive (without payment to the Company) cash, Common Shares or other property, or other forms of payment, or any combination thereof, as determined by the Committee, based on the increase in the Fair Market Value of the number of Common Shares specified in the Stock Appreciation Right. Stock Appreciation Rights are subject, in part, to the terms, conditions and restrictions described in Section 8.

“**Subsidiary**” means an entity of which the Company directly or indirectly holds at least a majority of the value of the outstanding equity interests of such entity or a majority of the voting power with respect to the voting securities of such entity.

“**Substitute Award**” means an Award granted in assumption of, or in substitution for, an outstanding award previously granted by a company or other business acquired by the Company or with which the Company combines.

“**Ten Percent Employee**” means an employee of the Company or any Subsidiary who owns stock representing more than ten percent of the voting power of all classes of stock of the Company or any parent or subsidiary of the Company within the meaning of Sections 424(e) and (f) of the Code.

SIGNIFY HEALTH, INC. EMPLOYEE STOCK PURCHASE PLAN

Section 1. *Purpose.* This Signify Health, Inc. Employee Stock Purchase Plan (the “**Plan**”) is intended to provide employees of the Company and its Participating Subsidiaries with an opportunity to acquire a proprietary interest in the Company through the purchase of Shares. Initially, the Plan is not intended to qualify as an “employee stock purchase plan” under Section 423 of the Code. From and after such date as the Committee, in its discretion, determines that the Plan is able to satisfy the requirements under Section 423 of the Code and that it will operate the Plan in accordance with such requirements (such date, the “**Section 423 Effective Date**”), the Plan is intended to qualify as an “employee stock purchase plan” under Section 423 of the Code and the Plan shall be interpreted in a manner that is consistent with that intent. Except as specifically provided under Section 4, and unless the Plan is amended pursuant to Section 19(i), the operative terms of the Plan as in effect on the Effective Date will remain the same on and after the Section 423 Effective Date.

Section 2. *Definitions.*

(a) “**Board**” means the Board of Directors of the Company.

(b) “**Code**” means the Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.

(c) “**Committee**” means the Compensation Committee of the Board, unless another committee is designated by the Board. If there is no compensation committee of the Board and the Board does not designate another committee, references herein to the “Committee” shall refer to the Board.

(d) “**Company**” means Signify Health, Inc., a Delaware corporation, including any successor thereto.

(e) “**Compensation**” means the base salary, wages, annual cash bonuses and commissions paid to an Eligible Employee by the Company or a Participating Subsidiary as compensation for services to the Company or Participating Subsidiary, before deduction for any salary deferral contributions made by the Eligible Employee to any tax-qualified or nonqualified deferred compensation plan.

(f) “**Corporate Transaction**” means a merger, consolidation, acquisition of property or stock, separation, reorganization or other corporate event described in Section 424 of the Code.

(g) “**Designated Broker**” means the financial services firm or other agent designated by the Company to maintain ESPP Share Accounts on behalf of Participants who have purchased Shares under the Plan.

(h) “**Effective Date**” means, once this Plan is adopted by the Board and

approved by the shareholders of the Company in accordance with Section 19(k), the later of (i) the date on which the registration statement covering the initial public offering of the Shares is declared effective by the Securities and Exchange Commission and (ii) a date to be determined by the Committee.

(i) “**Eligible Employee**” means an Employee who is customarily employed for at least twenty (20) hours per week and more than five (5) months in any calendar year. Notwithstanding the foregoing, the Committee (i) may exclude from participation in the Plan or any Offering any Employees who are “highly compensated employees” or a sub-set of such “highly compensated employees” (within the meaning of Section 414(q) of the Code) or who otherwise may be excluded from participation pursuant to Treasury Regulation Section 1.423-2(e) and (ii) shall exclude any Employees located outside of the United States to the extent permitted under Section 423 of the Code.

(j) “**Employee**” means any person who renders services to the Company or a Participating Subsidiary as an employee pursuant to an employment relationship with such employer. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on military leave, sick leave or other leave of absence approved by the Company or a Participating Subsidiary that meets the requirements of Treasury Regulation Section 1.421-1(h)(2). Where the period of leave exceeds three (3) months, and the individual’s right to reemployment is not provided by statute or contract, the employment relationship shall be deemed to have terminated on the first day immediately following such three-month period.

(k) “**Enrollment Form**” means an agreement pursuant to which an Eligible Employee may elect to enroll in the Plan, to authorize a new level of payroll deductions, or to stop payroll deductions and withdraw from an Offering.

(l) “**ESPP Share Account**” means an account into which Shares purchased with accumulated payroll deductions at the end of an Offering Period are deposited on behalf of a Participant.

(m) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(n) “**Fair Market Value**” means, as of any date, the closing price of a Share on the Trading Day immediately preceding the date of determination (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred), on the principal stock market or exchange on which Shares are quoted or traded, or if Shares are not so quoted or traded, the fair market value of a Share as determined by the Committee, which such determination shall be conclusive and binding on all persons.

(o) “**Offering Date**” means the first Trading Day of each Offering Period as designated by the Committee.

(p) “**Offering**” or “**Offering Period**” means the period described in Section 5.

(q) “**Offering Period Limit**” has the meaning set forth in Section 8.

(r) “**Participant**” means an Eligible Employee who is actively participating in the Plan.

(s) “**Participating Subsidiaries**” means the Subsidiaries that have been designated by the Committee as eligible to participate in the Plan, and such other Subsidiaries that may be designated by the Committee from time to time in its sole discretion.

(t) “**Plan**” means this Signify Health, Inc. Employee Stock Purchase Plan, as set forth herein, and as amended from time to time.

(u) “**Purchase Date**” means the last Trading Day of each Offering Period.

(v) “**Purchase Price**” means an amount equal to eighty-five (85%) (or such greater percentage as designated by the Committee) of the Fair Market Value of a Share on the Purchase Date; *provided* that the Purchase Price per Share will in no event be less than the par value of the Shares.

(w) “**Securities Act**” means the Securities Act of 1933, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Securities Act includes any successor provision thereto.

(x) “**Share**” means a share of the Company’s Class A common stock, \$0.01 par value.

(y) “**Subsidiary**” means (i) on and after the Section 423 Effective Date, any corporation, domestic or foreign, in an unbroken chain of corporations beginning with the Company of which at the time of the granting of an option pursuant to Section 7, not less than 50% of the total combined voting power of all classes of stock are held by the Company or a Subsidiary, whether or not such corporation exists now or is hereafter organized or acquired by the Company or a Subsidiary; *provided, however*, that a limited liability company or partnership may be treated as a Subsidiary to the extent either (a) such entity is treated as a disregarded entity under Treasury Regulation Section 301.7701-3(a) by reason of the Company or any other Subsidiary that is a corporation being the sole owner of such entity or, (b) such entity elects to be classified as a corporation under Treasury Regulation Section 301.7701-3(a) and such entity would otherwise qualify as a Subsidiary; or (ii) prior to the Section 423 Effective Date, in addition to the entities in clause (i), “Subsidiary” shall also include any entity that, directly or indirectly, is controlled by, controls or is under common control with the Company, including, for the avoidance of doubt, Cure TopCo, LLC, a Delaware limited liability company, and its subsidiaries, and excluding, in each case, any entity for which the Committee or the Board has excluded its employees from participation in this Plan.

(z) “**Trading Day**” means any day on which the national stock exchange upon which the Shares are listed is open for trading.

Section 3. *Administration.*

(a) Administration of Plan. The Plan shall be administered by the Committee which shall have the authority to construe and interpret the Plan, prescribe, amend and rescind rules relating to the Plan’s administration and take any other actions necessary or desirable for the administration of the Plan including, without limitation, adopting sub-plans applicable to particular Participating Subsidiaries or locations, which sub-plans may be designed to be outside the scope of Section 423 of the Code. The Committee may correct any defect or supply any omission or reconcile any inconsistency or ambiguity in the Plan. The decisions of the Committee shall be final and binding on all persons. All expenses of administering the Plan shall be borne by the Company. Notwithstanding anything in the Plan to the contrary and without limiting the generality of the foregoing, the Committee shall have the authority to change the minimum amount of Compensation for payroll deductions pursuant to Section 6(a), the frequency with which a Participant may elect to change their rate of payroll deductions pursuant to Section 6(b), the dates by which a Participant is required to submit an Enrollment Form pursuant to Section 6(b) and Section 10(a), and the effective date of a Participant’s withdrawal due to termination of employment or change in status pursuant to Section 11, and the withholding procedures pursuant to Section 19(l).

(b) Delegation of Authority. To the extent permitted by applicable law, including under Section 157(c) of the Delaware General Corporation Law, the Committee may delegate to (i) one or more officers of the Company some or all of its authority under the Plan and (ii) one or more committees of the Board some or all of its authority under the Plan.

Section 4. *Eligibility.* In order to participate in an Offering, an Eligible Employee must deliver a completed Enrollment Form to the Company at least five (5) business days prior to the Offering Date (unless a different time is set by the Company for all Eligible Employees with respect to such Offering) and must elect their payroll deduction rate as described in Section 6. Notwithstanding any provision of the Plan to the contrary, no Eligible Employee shall be granted an option under the Plan if (i) immediately after the grant of the option, such Eligible Employee (or any other person whose stock would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own stock of the Company or hold outstanding options to purchase stock of the Company possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or any Subsidiary or (ii) such option would permit such Eligible Employee’s rights to purchase stock under all employee stock purchase plans (described in Section 423 of the Code) of the Company and its Subsidiaries to accrue at a rate that exceeds \$25,000 of the Fair Market Value of such stock (determined at the time the option is granted) for each calendar year in which such option is outstanding at any time, in accordance with the provisions of Section 423(b)(8) of the Code.

Section 5. *Offering Periods.* The Plan shall be implemented by a series of Offering Periods, each of which shall be six (6) months in duration, with new Offering Periods commencing on January 1 and June 1 of each year. The Committee shall have, prior to the commencement of a particular Offering Period, the authority to change the duration, frequency, start and end dates of Offering Periods (subject to a maximum Offering Period of twenty-seven (27) months).

Section 6. *Participation.*

(a) Enrollment; Payroll Deductions. An Eligible Employee may elect to participate in the Plan by properly completing an Enrollment Form, which may be electronic, and submitting it to the Company, in accordance with the enrollment procedures established by the Committee. Participation in the Plan is entirely voluntary. By submitting an Enrollment Form, the Eligible Employee authorizes payroll deductions from their paycheck in an amount equal to a percentage (of at least one percent (1%)) of their Compensation on each payday occurring during an Offering Period. Payroll deductions shall commence as soon as administratively practicable following the Offering Date and end on the latest practicable payroll date on or before the Purchase Date. The Company shall maintain records of all payroll deductions but shall have no obligation to pay interest on payroll deductions or to hold such amounts in a trust or in any segregated account. Unless expressly permitted by the Committee, a Participant may not make any separate contributions or payments to the Plan.

(b) Election Changes. During an Offering Period, a Participant may decrease (but not increase) their rate of payroll deductions applicable to such Offering Period only once. To make such a change, the Participant must submit a new Enrollment Form authorizing the new rate of payroll deductions at least fifteen (15) days before the Purchase Date. A Participant may decrease or increase their rate of payroll deductions for future Offering Periods by submitting a new Enrollment Form authorizing the new rate of payroll deductions at least fifteen days before the start of the next Offering Period.

(c) Automatic Re-enrollment. The deduction rate selected in the Enrollment Form shall remain in effect for subsequent Offering Periods unless the Participant (i) submits a new Enrollment Form authorizing a new level of payroll deductions in accordance with Section 6(b), (ii) withdraws from the Plan in accordance with Section 10, or (iii) terminates employment or otherwise becomes ineligible to participate in the Plan.

Section 7. *Grant of Option.* On each Offering Date, each Participant in the applicable Offering Period shall be granted an option to purchase, on the Purchase Date, a number of Shares determined by dividing the Participant's accumulated payroll deductions by the applicable Purchase Price; *provided*, that the maximum number of Shares that may be purchased by all Participants during an Offering Period shall not exceed 4,730,371 Shares (subject to adjustment in accordance with Section 17 and the limitations set forth in Section 4 and Section 13 of the Plan) (the "**Offering Period Limit**").

Section 8. *Exercise of Option/Purchase of Shares.* A Participant's option to purchase Shares will be exercised automatically on the Purchase Date of each Offering Period. The Participant's accumulated payroll deductions will be used to purchase the maximum number of whole Shares that can be purchased with the amounts in the Participant's notional account, subject to the Offering Period Limit and the limitations set forth in Section 4 and Section 13 of the Plan. No fractional Shares may be purchased, and any contributions unused in a given Offering Period due to being less than the cost of a Share will be returned to the Participant as soon as administratively practicable after the Purchase Date, subject to earlier withdrawal by the Participant in accordance with Section 10 or termination of employment or change in employment status in accordance with Section 11. During a Participant's lifetime, the Participant's option to purchase Shares under the Plan is exercisable only by the Participant.

Section 9. *Transfer of Shares.* As soon as administratively practicable, but in no event later than thirty (30) days, after each Purchase Date, the Company will arrange for the delivery to each Participant of the Shares purchased upon exercise of the Participant's option. The Committee may permit or require that the Shares be deposited directly into an ESPP Share Account established in the name of the Participant with a Designated Broker and may require that the Shares be retained with such Designated Broker for a specified period of time. Participants will not have any voting, dividend or other rights of a shareholder with respect to the Shares subject to any option granted under the Plan until such Shares have been delivered pursuant to this Section 9.

Section 10. *Withdrawal.*

(a) Withdrawal Procedure. A Participant may withdraw from an Offering by submitting to the Company a revised Enrollment Form indicating their election to withdraw at least fifteen (15) days before the Purchase Date. The accumulated payroll deductions held on behalf of a Participant in their notional account (that have not been used to purchase Shares) shall be paid to the Participant promptly following receipt of the Participant's Enrollment Form indicating their election to withdraw and the Participant's option shall be automatically terminated. If a Participant withdraws from an Offering Period, no payroll deductions will be made during any succeeding Offering Period, unless the Participant re-enrolls in accordance with Section 6(a) of the Plan.

(b) Effect on Succeeding Offering Periods. A Participant's election to withdraw from an Offering Period will not have any effect upon the Participant's eligibility to participate in succeeding Offering Periods that commence following the completion of the Offering Period from which the Participant withdraws.

Section 11. *Termination of Employment; Change in Employment Status.* Notwithstanding Section 10, upon termination of a Participant's employment for any reason prior to the Purchase Date, including death, disability or retirement, or a change in the Participant's employment status following which the Participant is no longer an Eligible Employee, the Participant will be deemed to have withdrawn from an Offering in accordance with Section 10 and the payroll deductions in the Participant's notional account

(that have not been used to purchase Shares) shall be returned to the Participant, or in the case of the Participant's death, to the person(s) entitled to such amounts by will or the laws of descent and distribution, and the Participant's option shall be automatically terminated.

Section 12. *Interest.* No interest shall accrue on or be payable with respect to the payroll deductions of a Participant in the Plan.

Section 13. *Shares Reserved for Plan.*

(a) Number of Shares. The maximum number of Shares available for issuance under the Plan shall not exceed in the aggregate 4,730,371 Shares, subject to adjustment as provided in Section 17. The Shares may be newly issued Shares, treasury Shares or Shares acquired on the open market. The total number of Shares available for purchase under the Plan shall be increased on the first day of each Company fiscal year following the Effective Date in an amount equal to the lesser of (i) 4,730,371 Shares and (ii) 1% of the aggregate number of Shares and shares of Class B common stock, par value \$0.01, of the Company outstanding (on a fully diluted basis) on the last day of the immediately preceding fiscal year; *provided* that the maximum number of Shares that may be issued under the Plan in any event shall be 35,477,782 Shares (subject to any adjustment in accordance with Section 17). If any purchase of Shares pursuant to an option under the Plan is not consummated, the Shares not purchased under such option will again become available for issuance under the Plan.

(b) Over-subscribed Offerings. If the Committee determines that, on a particular Purchase Date, the number of Shares with respect to which options are to be exercised exceeds either the number of Shares then available under the Plan or the Offering Period Limit, the Company shall make a pro rata allocation of the Shares remaining available for purchase in as uniform a manner as practicable and as the Committee determines to be equitable. No option granted under the Plan shall permit a Participant to purchase Shares which, if added together with the total number of Shares purchased by all other Participants in such Offering would exceed either the total number of Shares remaining available under the Plan or the Offering Period Limit.

Section 14. *Transferability.* No payroll deductions credited to a Participant, nor any rights with respect to the exercise of an option or any rights to receive Shares hereunder may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will or the laws of descent and distribution, or as provided in Section 17) by the Participant. Any attempt to assign, transfer, pledge or otherwise dispose of such rights or amounts shall be without effect.

Section 15. *Application of Funds.* All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose to the extent permitted by applicable law, and the Company shall not be required to segregate such payroll deductions or contributions.

Section 16. *Statements.* Participants will be provided with statements at least

annually which shall set forth the contributions made by the Participant to the Plan, the Purchase Price of any Shares purchased with accumulated funds, the number of Shares purchased, and any payroll deduction amounts remaining in the Participant's notional account.

Section 17. *Designation of Beneficiary*. If permitted by the Committee, a Participant may file, on forms supplied by the Committee, a written designation of beneficiary who, in the event of the Participant's death, is to receive any Shares from the Participant's ESPP Share Account or any payroll deduction amounts remaining in the Participant's notional account.

Section 18. *Adjustments Upon Changes in Capitalization; Dissolution or Liquidation; Corporate Transactions*.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the Company's structure affecting the Shares occurs, then in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, the Committee will, in such manner as it deems equitable, adjust the number of Shares and class of Shares that may be delivered under the Plan, the Purchase Price per Share and the number of Shares covered by each outstanding option under the Plan, and the numerical limits of Section 7 and Section 13.

(b) Dissolution or Liquidation. Unless otherwise determined by the Committee, in the event of a proposed dissolution or liquidation of the Company, any Offering Period then in progress will be shortened by setting a new Purchase Date and the Offering Period will end immediately prior to the proposed dissolution or liquidation. The new Purchase Date will be before the date of the Company's proposed dissolution or liquidation. Before the new Purchase Date, the Committee will provide each Participant with written notice, which may be electronic, of the new Purchase Date and that the Participant's option will be exercised automatically on such date, unless before such time, the Participant has withdrawn from the Offering in accordance with Section 10 (or deemed to have withdrawn in accordance with Section 11).

(c) Corporate Transaction. In the event of a Corporate Transaction, each outstanding option will be assumed or an equivalent option substituted by the successor corporation or a parent or Subsidiary of such successor corporation. If the successor corporation refuses to assume or substitute the option, the Offering Period with respect to which the option relates will be shortened by setting a new Purchase Date on which the Offering Period will end. The new Purchase Date will occur before the date of the Corporate Transaction. Prior to the new Purchase Date, the Committee will provide each Participant with written notice, which may be electronic, of the new Purchase Date and that the Participant's option will be exercised automatically on such date, unless before such date, the Participant has withdrawn (or, pursuant to Section 11, been deemed to have

withdrawn) from the Offering in accordance with Section 10. Notwithstanding the foregoing, in the event of a Corporate Transaction, the Committee may also elect to terminate all outstanding Offering Periods in accordance with Section 19(i).

Section 19. *General Provisions.*

(a) Equal Rights and Privileges. Notwithstanding any provision of the Plan to the contrary and in accordance with Section 423 of the Code, all Eligible Employees who are granted options under the Plan shall have the same rights and privileges.

(b) No Right to Continued Service. Neither the Plan nor any compensation paid hereunder will confer on any Participant the right to continue as an Employee or in any other capacity.

(c) Rights as Shareholder. A Participant will become a shareholder with respect to the Shares that are purchased pursuant to options granted under the Plan when the Shares are transferred to the Participant or, if applicable, to the Participant's ESPP Share Account. A Participant will have no rights as a shareholder with respect to Shares for which an election to participate in an Offering Period has been made until such Participant becomes a shareholder as provided herein.

(d) Successors and Assigns. The Plan shall be binding on the Company and its successors and assigns.

(e) Entire Plan. This Plan constitutes the entire plan with respect to the subject matter hereof and supersedes all prior plans with respect to the subject matter hereof.

(f) Compliance with Law. The obligations of the Company with respect to payments under the Plan are subject to compliance with all applicable laws and regulations. Shares shall not be issued with respect to an option granted under the Plan unless the exercise of such option and the issuance and delivery of the Shares pursuant thereto shall comply with all applicable provisions of law, including, without limitation, the Securities Act, the Exchange Act, and the requirements of any stock exchange upon which the Shares may then be listed.

(g) Disqualifying Dispositions. On and after the Section 423 Effective Date, each Participant shall give the Company prompt written notice of any disposition or other transfer of Shares acquired pursuant to the exercise of an option acquired under the Plan, if such disposition or transfer is made within two years after the Offering Date or within one year after the Purchase Date.

(h) Term of Plan. The Plan shall become effective on the Effective Date and, unless terminated earlier pursuant to Section 19(i), shall have a term of ten years.

(i) Amendment or Termination. The Committee may, in its sole discretion, amend, suspend or terminate the Plan at any time and for any reason. If the Plan is

terminated, the Committee may elect to terminate all outstanding Offering Periods either immediately or once Shares have been purchased on the next Purchase Date or permit Offering Periods to expire in accordance with their terms (and subject to any adjustment in accordance with Section 18). If any Offering Period is terminated before its scheduled expiration, all amounts that have not been used to purchase Shares will be returned to Participants (without interest, except as otherwise required by law) as soon as administratively practicable.

(j) Applicable Law. The laws of the State of Delaware shall govern all questions concerning the construction, validity and interpretation of the Plan, without regard to such state's conflict of law rules.

(k) Shareholder Approval. The Plan shall be subject to approval by the shareholders of the Company within twelve (12) months before or after the date the Plan is adopted by the Board.

(l) Section 423. On and after the Section 423 Effective Date, the Plan is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code, and any provision of the Plan that is inconsistent with Section 423 of the Code shall be reformed to comply with Section 423 of the Code.

(m) Section 409A; Limitation of Liability. Prior to the Section 423 Effective Date, the Plan and all options are intended to be exempt from Section 409A of the Code as "short-term deferrals" within the meaning of Treasury Regulation §1.409A-1(b)(4), and on and after the Section 423 Effective Date, as "statutory stock options" within the meaning of Treasury Regulation §1.409A-1(b)(5)(ii), and the Plan and the options will be interpreted and administered accordingly. Notwithstanding anything to the contrary in the Plan, neither the Company nor the Committee, nor any person acting on behalf of the Company or the Committee, will be liable to any Participant or other person by reason of any acceleration of income, any additional tax, or any other tax or liability asserted by reason of the failure of the Plan or any option to be exempt from or satisfy the requirements of Section 409A of the Code.

(n) Withholding. To the extent required by applicable Federal, state or local law, a Participant must make arrangements satisfactory to the Company for the payment of any withholding or similar tax obligations that arise in connection with the Plan. At any time, the Company or any Subsidiary may, but will not be obligated to, withhold from a Participant's compensation the amount necessary for the Company or any Subsidiary to meet applicable withholding obligations, including any withholding required to make available to the Company or any Subsidiary any tax deductions or benefits attributable to the sale or early disposition of Shares by such Participant. In addition, the Company or any Subsidiary may, but will not be obligated to, withhold from the proceeds of the sale of Shares or any other method of withholding that the Company or any Subsidiary deems appropriate to the extent permitted by, where applicable, Treasury Regulation Section 1.423-2(f). The Company will not be required to issue any Shares under the Plan until such obligations are satisfied.

(o) Severability. If any provision of the Plan shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the Plan shall be construed as if such invalid or unenforceable provision were omitted.

(p) Headings. The headings of sections herein are included solely for convenience and shall not affect the meaning of any of the provisions of the Plan.

(q) Participating Subsidiaries. This Plan shall constitute the Employee Stock Purchase Plan of the Company and each Participating Subsidiary. A Participating Subsidiary may withdraw from the Plan as of any Offering Date by giving written notice to the Board, which notice must be received by at least thirty (30) days prior to such Offering Date.

SIGNIFY HEALTH, INC.
AMENDED AND RESTATED
2012 EQUITY INCENTIVE PLAN

(formerly known as the New Remedy Corp. Amended and Restated 2012 Equity Incentive Plan)

SECTION 1. PURPOSE

The purpose of the Signify Health, Inc. Amended and Restated 2012 Equity Incentive Plan (the “**Plan**”) is to attract, retain and motivate employees, officers, directors, consultants, agents, advisors and independent contractors of Signify Health, Inc. (the “**Company**”) and its Related Companies by providing them the opportunity to acquire a proprietary interest in the Company and to align their interests and efforts to the long-term interests of the Company’s stockholders. In connection with the initial public offering of shares of Class A Common Stock, par value \$0.01 per share, of the Company (“**Common Stock**”) and pursuant to the entry into that certain Agreement and Plan of Merger, dated as of February 12, 2021 (the “**New Remedy Merger Agreement**”), by and among the Company, New Remedy Corp., a Delaware corporation (“**New Remedy**”) and Merger Sub 2, Inc., a Delaware corporation (“**Merger Sub**”), Merger Sub merged with and into New Remedy, with New Remedy surviving as a wholly-owned subsidiary of the Company (the “**Merger**”). In connection with, and effective as of the consummation of, the Merger, on February 12, 2021, (x) the New Remedy Corp. Amended and Restated 2012 Equity Incentive Plan was assigned to, and assumed by, the Company, (y) the Plan was amended and restated, as set forth herein, and (y) in accordance with Section 13 of the Plan, all stock options evidencing an option to purchase shares of Class A common stock, par value \$0.001 per share, of New Remedy were cancelled and converted into stock options evidencing an option to purchase shares of Common Stock.

SECTION 2. DEFINITIONS

Certain capitalized terms used in the Plan have the meanings set forth in Appendix A.

SECTION 3. ADMINISTRATION

3.1 Administration of the Plan.

The Plan shall be administered by the Compensation Committee. All references in the Plan to the “**Plan Administrator**” shall be to the Compensation Committee.

3.2 Administration and Interpretation by Plan Administrator.

(a) Except for the terms and conditions explicitly set forth in the Plan and to the extent permitted by applicable law, the Plan Administrator shall have full power and exclusive authority, subject to such orders or resolutions not inconsistent with the provisions of the Plan as may from time to time be adopted by the Board, to (i) select the Eligible Persons to whom Awards may from time to time be granted under the Plan; (ii) determine the type or types of Award to be

granted to each Participant under the Plan; (iii) determine the number of shares of Common Stock to be covered by each Award granted under the Plan; (iv) determine the terms and conditions of any Award granted under the Plan; (v) approve the forms of notice or agreement for use under the Plan; (vi) determine whether, to what extent and under what circumstances Awards may be settled in cash, shares of Common Stock or other property or canceled or suspended; (vii) interpret and administer the Plan and any instrument evidencing an Award, notice or agreement executed or entered into under the Plan; (viii) establish such rules and regulations as it shall deem appropriate for the proper administration of the Plan; (ix) delegate ministerial duties to such of the Company's employees as it so determines; and (x) make any other determination and take any other action that the Plan Administrator deems necessary or desirable for administration of the Plan.

(b) The effect on the vesting of an Award of a Company-approved leave of absence or a Participant's reduction in hours of employment or service shall be determined by the Company's chief human resources officer or other person performing that function or, with respect to directors or executive officers, by the Board, whose determination shall be final.

(c) Decisions of the Plan Administrator shall be final, conclusive and binding on all persons, including the Company, any Participant, any stockholder and any Eligible Person. A majority of the members of the Plan Administrator may determine its actions.

SECTION 4. SHARES SUBJECT TO THE PLAN

4.1 Authorized Number of Shares

Subject to adjustment from time to time as provided in Section 13.1, a maximum of 2,484,074 shares of Common Stock shall be available for issuance under the Plan. Shares issued under the Plan shall be drawn from authorized and unissued shares or shares now held or subsequently acquired by the Company as treasury shares.

4.2 Share Usage

(a) Shares of Common Stock covered by an Award shall not be counted as used unless and until they are actually issued and delivered to a Participant. If any Award lapses, expires, terminates or is canceled prior to the issuance of shares thereunder or if shares of Common Stock are issued under the Plan to a Participant and thereafter are forfeited to or otherwise reacquired by the Company, the shares subject to such Awards and the forfeited or reacquired shares shall again be available for issuance under the Plan. Any shares of Common Stock (i) tendered by a Participant or retained by the Company as full or partial payment to the Company for the purchase price of an Award or to satisfy tax withholding obligations in connection with an Award, or (ii) covered by an Award that is settled in cash or in a manner such that some or all of the shares

covered by the Award are not issued, shall be available for Awards under the Plan. The number of shares of Common Stock available for issuance under the Plan shall not be reduced to reflect any dividends or dividend equivalents that are reinvested into additional shares of Common Stock or credited as additional shares of Common Stock subject or paid with respect to an Award.

(b) Notwithstanding any other provision of the Plan to the contrary, the Plan Administrator may grant Substitute Awards under the Plan. In the event that a written agreement between the Company and an Acquired Entity pursuant to which a merger or consolidation is completed is approved by the Board and that agreement sets forth the terms and conditions of the substitution for or assumption of outstanding awards of the Acquired Entity, those terms and conditions shall be deemed to be the action of the Plan Administrator without any further action by the Plan Administrator, and the persons holding such awards shall be deemed to be Participants.

(c) Notwithstanding any other provisions in this Section 4.2 to the contrary, the maximum number of shares that may be issued upon the exercise of Incentive Stock Options shall equal the aggregate share number stated in Section 4.1, subject to adjustment as provided in Section 13.1.

SECTION 5. ELIGIBILITY

An Award may be granted to any employee, officer or director of the Company or a Related Company whom the Plan Administrator from time to time selects. An Award may also be granted to any consultant, agent, advisor or independent contractor for bona fide services rendered to the Company or any Related Company that (a) are not in connection with the offer and sale of the Company's securities in a capital-raising transaction and (b) do not directly or indirectly promote or maintain a market for the Company's securities.

SECTION 6. AWARDS

6.1 Form, Grant and Settlement of Awards

The Plan Administrator shall have the authority, in its sole discretion, to determine the type or types of Awards to be granted under the Plan. Such Awards may be granted either alone or in addition to or in tandem with any other type of Award. Any Award settlement may be subject to such conditions, restrictions and contingencies as the Plan Administrator shall determine.

6.2 Evidence of Awards

Awards granted under the Plan shall be evidenced by a written instrument that shall contain such terms, conditions, limitations and restrictions as the Plan Administrator shall deem advisable and that are not inconsistent with the Plan.

SECTION 7. OPTIONS

7.1 Grant of Options

The Plan Administrator may grant Options designated as Incentive Stock Options or Nonqualified Stock Options.

7.2 Option Exercise Price

Options shall be granted with an exercise price per share not less than 100% of the Fair Market Value of the Common Stock on the Date of Grant (and not less than the minimum exercise price required by Section 422 of the Code with respect to Incentive Stock Options), except in the case of Substitute Awards or as otherwise permitted by the Board.

7.3 Term of Options

Subject to earlier termination in accordance with the terms of the Plan and the instrument evidencing the Option, the maximum term of an Option (the “**Option Term**”) shall be ten years from the Date of Grant. For Incentive Stock Options, the Option Term shall be as specified in Section 8.4

7.4 Exercise of Options

The Plan Administrator shall establish and set forth in each instrument that evidences an Option the time at which, or the installments in which, the Option shall vest and become exercisable, any of which provisions may be waived or modified by the Plan Administrator at any time. If not so established in the instrument evidencing the Option, the Option shall vest and become exercisable according to the following schedule, which may be waived or modified by the Plan Administrator at any time;

Period of Participant’s Continuous Employment or Service With the Company or Its Related Companies From the Vesting Commencement Date	Portion of Total Option That Is Vested and Exercisable
After 1 year	1/4th
Each additional one-month period of continuous service completed thereafter	An additional 1/36th
	100%
After 4 years	

To the extent an Option has vested and become exercisable, the Option may be exercised in whole or from time to time in part by delivery to or as directed or approved by the Company of a properly executed stock option exercise agreement or notice, in a form and in accordance with procedures established by the Plan Administrator, setting forth the number of shares with respect to which the Option is being exercised, the restrictions imposed on the shares purchased under such exercise agreement or notice, if

any, and such representations and agreements as may be required by the Plan Administrator, accompanied by payment in full as described in Section 7.5. An Option may be exercised only for whole shares and may not be exercised for less than a reasonable number of shares at any one time, as determined by the Plan Administrator.

7.5 Payment of Exercise Price

The exercise price for shares purchased under an Option shall be paid in full to the Company by delivery of consideration equal to the product of the Option exercise price and the number of shares purchased. Such consideration must be paid before the Company will issue the shares being purchased and must be in a form or a combination of forms acceptable to the Plan Administrator for that purchase, which forms may include:

- (a) cash;
- (b) check or wire transfer;
- (c) having the Company withhold shares of Common Stock that would otherwise be issued on exercise of the Option that have an aggregate Fair Market Value equal to the aggregate exercise price of the shares being purchased under the Option;
- (d) tendering (either actually or, if and so long as the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, by attestation) shares of Common Stock owned by the Participant that have an aggregate Fair Market Value equal to the aggregate exercise price of the shares being purchased under the Option;
- (e) such other consideration as the Plan Administrator may permit.

In addition, to assist a Participant (excluding directors and executive officers) in acquiring shares of Common Stock pursuant to an Option granted under the Plan, the Plan Administrator, in its sole discretion and to the extent permitted by applicable law (including, without limitation, Section 402 of the Sarbanes-Oxley Act of 2002) may authorize, either at the Date of Grant or at any time before the acquisition of Common Stock pursuant to the Option, (i) the payment by a Participant of the purchase price of the Common Stock by a promissory note or (ii) the guarantee by the Company of a loan obtained by the Participant from a third party. Such notes or loans must be full recourse to the extent necessary to avoid adverse accounting charges to the Company's earnings for financial reporting purposes. Subject to the foregoing, the Plan Administrator shall in its sole discretion specify the terms of any loans or loan guarantees, including the interest rate and terms of and security for repayment.

7.6 Effect of Termination of Service

The Plan Administrator shall establish and set forth in each instrument that evidences an Option whether the Option shall continue to be exercisable, and the terms

and conditions of such exercise, after a Termination of Service, any of which provisions may be waived or modified by the Plan Administrator at any time. If not so established in the instrument evidencing the Option, the Option shall be exercisable according to the following terms and conditions, which may be waived or modified by the Plan Administrator at any time:

- (a) Any portion of an Option that is not vested and exercisable on the date of a Participant's Termination of Service shall expire on such date.
- (b) Any portion of an Option that is vested and exercisable on the date of a Participant's Termination of Service shall expire on the earliest to occur of;
 - (i) if the Participant's Termination of Service occurs for reasons other than Cause, Retirement, Disability or death, the date that is three months after such Termination of Service;
 - (ii) if the Participant's Termination of Service occurs by reason of Retirement, Disability or death, the one-year anniversary of such Termination of Service; and
 - (iii) the Option Expiration Date.

Notwithstanding the foregoing, if a Participant dies after his or her Termination of Service but while an Option is otherwise exercisable, the portion of the Option that is vested and exercisable on the date of such Termination of Service shall expire upon the earlier to occur of (y) the Option Expiration Date and (z) the one-year anniversary of the date of death, unless the Plan Administrator determines otherwise.

Also notwithstanding the foregoing, in case a Participant's Termination of Service occurs for Cause, all Options granted to the Participant (both unvested and vested) shall automatically expire upon first notification to the Participant of such termination, unless the Plan Administrator determines otherwise. If a Participant's employment or service relationship with the Company is suspended pending an investigation of whether the Participant shall be terminated for Cause, all the Participant's rights under any Option shall likewise be suspended during the period of investigation. If any facts that would constitute termination for Cause are discovered after a Participant's Termination of Service, any Option then held by the Participant may be immediately terminated by the Plan Administrator, in its sole discretion.

SECTION 8. INCENTIVE STOCK OPTION LIMITATIONS

Notwithstanding any other provisions of the Plan to the contrary, the terms and conditions of any Incentive Stock Options shall in addition comply in all respects with Section 422 of the Code, or any successor provision, and any applicable regulations thereunder, including, to the extent required thereunder, the following:

8.1 Dollar Limitation

To the extent the aggregate Fair Market Value (determined as of the Date of Grant) of Common Stock with respect to which a Participant's Incentive Stock Options become exercisable for the first time during any calendar year (under the Plan and all other stock option plans of the Company and its parent and subsidiary corporations) exceeds \$100,000, such portion in excess of \$100,000 shall be treated as a Nonqualified Stock Option. In the event the Participant holds two or more such Options that become exercisable for the first time in the same calendar year, such limitation shall be applied on the basis of the order in which such Options are granted.

8.2 Eligible Employees

Individuals who are not employees of the Company or one of its parent or subsidiary corporations may not be granted Incentive Stock Options.

8.3 Exercise Price

Incentive Stock Options shall be granted with an exercise price per share not less than 100% of the Fair Market Value of the Common Stock on the Date of Grant, and in the case of an Incentive Stock Option granted to a Participant who owns more than 10% of the total combined voting power of all classes of the stock of the Company or of its parent or subsidiary corporations (a "**Ten Percent Stockholder**"), shall be granted with an exercise price per share not less than 110% of the Fair Market Value of the Common Stock on the Date of Grant. The determination of more than 10% ownership shall be made in accordance with Section 422 of the Code.

8.4 Option Term

Subject to earlier termination in accordance with the terms of the Plan and the instrument evidencing the Option, the maximum term of an Incentive Stock Option shall not exceed ten years, and in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, shall not exceed five years.

8.5 Exercisability

An Option designated as an incentive Stock Option shall cease to qualify for favorable tax treatment as an Incentive Stock Option to the extent it is exercised (if permitted by the terms of the Option) (a) more than three months after the date of a Participant's termination of employment if termination was for reasons other than death or disability, (b) more than one year after the date of a Participant's termination of employment if termination was by reason of disability, or (c) more than six months following the first day of a Participant's leave of absence that exceeds three months, unless the Participant's reemployment rights are guaranteed by statute or contract.

8.6 Taxation of Incentive Stock Options

In order to obtain certain tax benefits afforded to Incentive Stock Options under Section 422 of the Code, the Participant must hold the shares acquired upon the exercise

of an incentive Stock Option for two years after the Date of Grant and one year after the date of exercise.

A Participant may be subject to the alternative minimum tax at the time of exercise of an Incentive Stock Option. The Participant shall give the Company prompt notice of any disposition of shares acquired on the exercise of an Incentive Stock Option prior to the expiration of such holding periods.

8.7 Code Definitions

For the purposes of this Section 8, “disability,” “parent corporation” and “subsidiary corporation” shall have the meanings attributed to those terms for purposes of Section 422 of the Code.

8.8 Promissory Notes.

The amount of any promissory note delivered pursuant to Section 7.5 in connection with an Incentive Stock Option shall bear interest at a rate specified by the Plan Administrator, but in no case less than the rate required to avoid imputation of interest (taking into account any exceptions to the imputed interest rules) for federal income tax purposes.

SECTION 9. STOCK AWARDS, RESTRICTED STOCK AND STOCK UNITS

9.1 Grant of Stock Awards, Restricted Stock and Stock Units

The Plan Administrator may grant Stock Awards, Restricted Stock and Stock Units on such terms and conditions and subject to such repurchase or forfeiture restrictions, if any, which may be based on continuous service with the Company or a Related Company or the achievement of any performance goals, as the Plan Administrator shall determine in its sole discretion, which terms, conditions and restrictions shall be set forth in the instrument evidencing the Award.

9.2 Vesting of Restricted Stock and Stock Units

Upon the satisfaction of any terms, conditions and restrictions prescribed with respect to Restricted Stock or Stock Units, or upon a Participant’s release from any terms, conditions and restrictions of Restricted Stock or Stock Units, as determined by the Plan Administrator, (a) the shares of Restricted Stock covered by each Award of Restricted Stock shall become freely transferable by the Participant subject to the terms and conditions of the Plan, the instrument evidencing the Award, and applicable securities laws, and (b) Stock Units shall be paid in shares of Common Stock or, if set forth in the instrument evidencing the Awards, in cash or a combination of cash and shares of Common Stock. Any fractional shares subject to such Awards shall be paid to the Participant in cash.

9.3 Waiver of Restrictions

The Plan Administrator, in its sole discretion, may waive the repurchase or forfeiture period and any other terms, conditions or restrictions on any Restricted Stock or Stock Unit under such circumstances and subject to such terms and conditions as the Plan Administrator shall deem appropriate.

SECTION 10. OTHER STOCK OR CASH-BASED AWARDS

Subject to the terms of the Plan and such other terms and conditions as the Plan Administrator deems appropriate, the Plan Administrator may grant other incentives payable in cash or in shares of Common Stock under the Plan.

SECTION 11. WITHHOLDING

The Company may require the Participant to pay to the Company or a Related Company the amount of (a) any taxes that the Company or such Related Company is required by applicable federal, state, local or foreign law to withhold with respect to the grant, vesting or exercise of an Award (“**tax withholding obligations**”) and (b) any amounts due from the Participant to the Company or to any Related Company (“**other obligations**”). Notwithstanding any other provision of the Plan to the contrary, the Company shall not be required to issue any shares of Common Stock or otherwise settle an Award under the Plan until such tax withholding obligations and other obligations are satisfied.

The Plan Administrator may permit or require a Participant to satisfy all or part of the Participant’s tax withholding obligations and other obligations by (a) paying cash to the Company or a Related Company, (b) having the Company or a Related Company withhold an amount from any cash amounts otherwise due or to become due from the Company or such Related Company to the Participant, (c) having the Company withhold a number of shares of Common Stock that would otherwise be issued to the Participant (or become vested, in the case of Restricted Stock) having a Fair Market Value equal to the tax withholding obligations and other obligations, or (d) surrendering a number of shares of Common Stock the Participant already owns having a value equal to the tax withholding obligations and other obligations. The value of the shares so withheld or tendered may not exceed the employer’s excess of the maximum withholding amount consistent with the award being subject to equity accounting treatment under the Accounting Rules.

SECTION 12. ASSIGNABILITY

No Award or interest in an Award may be sold, assigned, pledged (as collateral for a loan or as security for the performance of an obligation or for any other purpose) or transferred by a Participant or made subject to attachment or similar proceedings otherwise than by will or by the applicable laws of descent and distribution, except to the extent the Participant designates one or more beneficiaries on a Company-approved form who may exercise the Award or receive payment under the Award after the Participant’s death. During a Participant’s lifetime, an Award may be exercised only by the Participant. Notwithstanding the foregoing and to the extent permitted by Section 422 of

the Code, the Plan Administrator, in its sole discretion, may permit a Participant to assign or transfer an Award, subject to such terms and conditions as the Plan Administrator shall specify.

SECTION 13. ADJUSTMENTS

13.1 Adjustment of Shares

In the event, at any time or from time to time, a stock dividend, stock split, spin-off, combination or exchange of shares, recapitalization, merger, consolidation, distribution to stockholders other than a normal cash dividend, or other change in the Company's corporate or capital structure results in (a) the outstanding shares of Common Stock, or any securities exchanged therefor or received in their place, being exchanged for a different number or kind of securities of the Company or (b) new, different or additional securities of the Company or any other company being received by the holders of shares of Common Stock, then the Plan Administrator shall make proportional adjustments in (i) the maximum number and kind of securities available for issuance under the Plan; (ii) the maximum number and kind of securities issuable as Incentive Stock Options as set forth in Section 4.2(c) and (iii) the number and kind of securities that are subject to any outstanding Award and the per share price of such securities, without any change in the aggregate price to be paid therefor. The determination by the Plan Administrator as to the terms of any of the foregoing adjustments shall be conclusive and binding.

Notwithstanding the foregoing, the issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services rendered, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, outstanding Awards. Also notwithstanding the foregoing, a dissolution or liquidation of the Company or a Change of Control shall not be governed by this Section 13.1 but shall be governed by Sections 13.2 and 13.3, respectively.

13.2 Dissolution or Liquidation

To the extent not previously exercised or settled, and unless otherwise determined by the Plan Administrator in its sole discretion, Awards shall terminate immediately prior to the dissolution or liquidation of the Company. To the extent a vesting condition, forfeiture provision or repurchase right applicable to an Award has not been waived by the Plan Administrator, the Award shall be forfeited immediately prior to the consummation of the dissolution or liquidation.

13.3 Change of Control

Notwithstanding any other provision of the Plan to the contrary, unless the Plan Administrator shall determine otherwise with respect to a particular Award in the

instrument evidencing the Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, in the event of a Change of Control:

(a) All outstanding Awards shall become fully vested and exercisable or payable, and all applicable restrictions or forfeiture provisions shall lapse, immediately prior to the Change of Control, and such Awards shall then terminate upon effectiveness of the Change of Control, if and to the extent such Awards are not converted, assumed or replaced by the Successor Company. If and to the extent the Successor Company converts, assumes or replaces outstanding Awards, the vesting and exercisability or payment provisions applicable to such Awards shall remain in full effect and continue with respect to the Awards or any other awards that may be issued in exchange for or in replacement for such Awards, and all applicable restrictions or forfeiture provisions applicable to Awards shall not lapse, and all such restrictions shall continue with respect to any shares of the Successor Company or other consideration that may be issued in exchange for or in replacement for such Awards.

(b) For the purposes of Section 13.3(a), an Award shall be considered converted, assumed or replaced by the Successor Company if following the Change of Control the Award confers the right to purchase or receive, for each share of Common Stock subject to the Award immediately prior to the Change of Control, the consideration (whether stock, cash or other securities or property) received in the Change of Control by holders of Common Stock for each share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares); *provided, however*, that if such consideration received in the Change of Control is not solely common stock of the Successor Company, the Plan Administrator may, with the consent of the Successor Company, provide for the consideration to be received pursuant to the Award, for each share of Common Stock subject thereto, to be solely common stock of the Successor Company substantially equal in fair market value to the per share consideration received by holders of Common Stock in the Change of Control. The determination of such substantial equality of value of consideration shall be made by the Plan Administrator, and its determination shall be conclusive and binding.

(c) Notwithstanding the foregoing, the Plan Administrator, in its sole discretion, may instead provide in the event of a Change of Control that a Participant's outstanding Awards shall terminate upon or immediately prior to such Change of Control and that each such Participant shall receive, in exchange therefor, a cash payment equal to the amount (if any) by which (a) the Acquisition Price multiplied by the number of shares of Common Stock subject to such outstanding Awards (either to the extent then vested and exercisable or whether or not then vested and exercisable, as determined by the Plan Administrator in its sole discretion) exceeds (b) if applicable, the respective aggregate exercise, grant or purchase price for such Awards.

13.4 Further Adjustment of Awards

Subject to Sections 13.2 and 13.3, the Plan Administrator shall have the discretion, exercisable at any time before a sale, merger, consolidation, reorganization, liquidation, dissolution or change of control of the Company, as defined by the Plan Administrator, to take such further action as it determines to be necessary or advisable with respect to Awards. Such authorized action may include (but shall not be limited to) establishing, amending or waiving the type, terms, conditions or duration of, or restrictions on, Awards so as to provide for earlier, later, extended or additional time for exercise, lifting restrictions and other modifications, and the Plan Administrator may take such actions with respect to all Participants, to certain categories of Participants or only to individual Participants. The Plan Administrator may take such action before or after granting Awards to which the action relates and before or after any public announcement with respect to such sale, merger, consolidation, reorganization, liquidation, dissolution or change of control that is the reason for such action.

13.5 No Limitations

The grant of Awards shall in no way affect the Company's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

13.6 Fractional Shares

In the event of any adjustment in the number of shares covered by any Award, each such Award shall cover only the number of full shares resulting from such adjustment.

13.7 Section 409A

Notwithstanding any other provision of the Plan to the contrary, (a) any adjustments made pursuant to this Section 13 to Awards that are considered "deferred compensation" within the meaning of Section 409A shall be made in compliance with the requirements of Section 409A and (b) any adjustments made pursuant to this Section 13 to Awards that are not considered "deferred compensation" subject to Section 409A shall be made in such a manner as to ensure that after such adjustment the Awards either (i) continue not to be subject to Section 409A or (ii) comply with the requirements of Section 409A.

SECTION 14. REPURCHASE RIGHTS

14.1 Termination of Service

Unless otherwise provided for in the Participant's Award Agreement, in the event of a Termination of Service, and without limitation upon any of the other provisions of this Plan, the Company shall have the right (but not the obligation) (the "**Purchase Option**"), to repurchase all or any portion of the vested Option stock or vested Restricted Stock acquired pursuant to exercise of any Award (the "**Repurchase Shares**"). The

Purchase Option shall be exercised, if at all, any time, in whole or in part, within ninety (90) days after the Termination of Service by delivery of written notice to Participant or his or her legal representative, as the case may be, within such time. The repurchase price per share that the Company shall pay Participant upon the exercise of such Purchase Option shall be equal to with respect to Repurchase Shares, the Fair Market Value of such Shares as of the date the Termination of Service. The Company shall within thirty (30) days after the exercise of the Purchase Option pay to the Participant the purchase price determined according to this Section. The Purchase Option shall terminate with respect to any such Repurchase Shares for which it has not been timely exercised pursuant to this Section. Upon the delivery of the payment by the Company, the Participant shall take all actions necessary, and execute all related documents specified by the Company as being reasonably necessary to consummate the sale of the Repurchase Shares to the Company, and the Participant hereby appoints the Company's Secretary as his or her true and lawful attorney-in-fact to exercise and deliver all such instruments, documents and writings, and to take all such actions as shall be required to consummate the sale of the Repurchase Shares to the Company as contemplated in this Section. Such power is a special Power of Attorney coupled with an interest, is irrevocable, and shall run with the shares to any subsequent owners thereof.

SECTION 15. AMENDMENT AND TERMINATION

15.1 Amendment, Suspension or Termination

The Board may amend, suspend or terminate the Plan or any portion of the Plan at any time and in such respects as it shall deem advisable; *provided, however,* that, to the extent required by applicable law, regulation or stock exchange rule, stockholder approval shall be required for any amendment to the Plan. Subject to Section 15.3, the Board may amend the terms of any outstanding Award, prospectively or retroactively.

15.2 Term of the Plan

The Plan shall have no fixed expiration date. After the Plan is terminated, no future Awards may be granted, but Awards previously granted shall remain outstanding in accordance with their applicable terms and conditions and the Plan's terms and conditions. Notwithstanding the foregoing, no Incentive Stock Options may be granted more than ten years after the later of (a) the adoption of the Plan by the Board and (b) the adoption by the Board of any amendment to the Plan that constitutes the adoption of a new plan for purposes of Section 422 of the Code.

15.3 Consent of Participant

The amendment, suspension or termination of the Plan or a portion thereof or the amendment of an outstanding Award shall not, without the Participant's consent, materially adversely affect any rights under any Award theretofore granted to the Participant under the Plan, unless the Plan Administrator expressly reserves the right to do so at the time the Award was granted. Any change or adjustment to an outstanding Incentive Stock Option shall not, without the consent of the Participant, be made in a

manner so as to constitute a “modification” that would cause such Incentive Stock Option to fail to continue to qualify as an Incentive Stock Option.

Notwithstanding the foregoing, any adjustments made pursuant to Section 13 shall not be subject to these restrictions.

Notwithstanding any other provision of the Plan to the contrary, the Plan Administrator shall have broad authority to amend the Plan or any outstanding Award without the consent of the Participant to the extent the Board deems necessary or advisable to comply with, or take into account, changes in applicable tax laws, securities laws, accounting rules or other applicable law, rule or regulation.

SECTION 16. GENERAL

16.1 No Individual Rights

No individual or Participant shall have any claim to be granted any Award under the Plan, and the Company has no obligation for uniformity of treatment of Participants under the Plan.

Furthermore, nothing in the Plan or any Award granted under the Plan shall be deemed to constitute an employment contract or confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Related Company or limit in any way the right of the Company or any Related Company to terminate a Participant’s employment or other relationship at any time, with or without cause.

16.2 Issuance of Shares

Notwithstanding any other provision of the Plan to the contrary, the Company shall have no obligation to issue or deliver any shares of Common Stock under the Plan or make any other distribution of benefits under the Plan unless, in the opinion of the Company’s counsel, such issuance, delivery or distribution would comply with all applicable laws (including, without limitation, the requirements of the Securities Act or the laws of any state or foreign jurisdiction) and the applicable requirements of any securities exchange or similar entity.

The Company shall be under no obligation to any Participant to register for offering or resale or to qualify for exemption under the Securities Act, or to register or qualify under the laws of any state or foreign jurisdiction, any shares of Common Stock, security or interest in a security paid or issued under, or created by, the Plan, or to continue in effect any such registrations or qualifications if made.

As a condition to the exercise of an Option or any other receipt of Common Stock pursuant to an Award under the Plan, the Company may require (a) the Participant to represent and warrant at the time of any such exercise or receipt that such shares are being purchased or received only for the Participant’s own account and without any present intention to sell or distribute such shares and (b) such other action or agreement

by the Participant as may from time to time be necessary to comply with the federal, state and foreign securities laws. At the option of the Company, a stop-transfer order against any such shares may be placed on the official stock books and records of the Company, and a legend indicating that such shares may not be pledged, sold or otherwise transferred, unless an opinion of counsel is provided (concurring in by counsel for the Company) stating that such transfer is not in violation of any applicable law or regulation, may be stamped on stock certificates to ensure exemption from registration. The Plan Administrator may also require the Participant to execute and deliver to the Company a purchase agreement or such other agreement as may be in use by the Company at such time that describes certain terms and conditions applicable to the shares.

To the extent the Plan or any instrument evidencing an Award provides for issuance of stock certificates to reflect the issuance of shares of Common Stock, the issuance may be effected on a noncertificated basis, to the extent not prohibited by applicable law or the applicable rules of any stock exchange.

16.3 Indemnification

Each person who is or shall have been a member of the Board shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense that may be imposed upon or reasonably incurred by such person in connection with or resulting from any claim, action, suit or proceeding to which such person may be a party or in which such person may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by such person in settlement thereof, with the Company's approval, or paid by such person in satisfaction of any judgment in any such claim, action, suit or proceeding against such person, unless such loss, cost, liability or expense is a result of such person's own willful misconduct or except as expressly provided by statute; *provided, however*, that such person shall give the Company an opportunity, at its own expense, to handle and defend the same before such person undertakes to handle and defend it on such person's own behalf.

The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such person may be entitled under the Company's certificate of incorporation or bylaws, as a matter of law, or otherwise, or of any power that the Company may have to indemnify or hold harmless.

16.4 No Rights as a Stockholder

Unless otherwise provided by the Plan Administrator or in the instrument evidencing the Award or in a written employment, services or other agreement, no Award, other than a Stock Award, shall entitle the Participant to any cash dividend, voting or other right of a stockholder unless and until the date of issuance under the Plan of the shares that are the subject of such Award.

16.5 Compliance with Laws and Regulations

In interpreting and applying the provisions of the Plan, any Option granted as an Incentive Stock Option pursuant to the Plan shall, to the extent permitted by law, be construed as an “incentive stock option” within the meaning of Section 422 of the Code. The Plan and Awards granted under the Plan are intended to be exempt from the requirements of Section 409A to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4), the exclusion applicable to stock options, stock appreciation rights and certain other equity-based compensation under Treasury Regulation Section 1.409A-1(b)(5), or otherwise. To the extent Section 409A is applicable to the Plan or any Award granted under the Plan, it is intended that the Plan and any Awards granted under the Plan comply with the deferral, payout and other limitations and restrictions imposed under Section 409A. Notwithstanding any other provision of the Plan or any Award granted under the Plan to the contrary, the Plan and any Award granted under the Plan shall be interpreted, operated and administered in a manner consistent with such intentions. Without limiting the generality of the foregoing, and notwithstanding any other provision of the Plan or any Award granted under the Plan to the contrary, with respect to any payments and benefits under the Plan or any Award granted under the Plan to which Section 409A applies, all references in the Plan or any Award granted under the Plan to (a) the termination of the Participant’s employment or service are intended to mean the Participant’s “separation from service,” (as that term is defined in Section 1.409A-1(h) of the Treasury Regulations) 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 shall be deemed a part of the Plan. Notwithstanding any other provision of the Plan to the contrary, the Plan Administrator, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify the Plan and any Award granted under the Plan so that the Award qualifies for exemption from or complies with Section 409A; *provided, however*, that the Plan Administrator makes no representations that Awards granted under the Plan shall be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to Awards granted under the Plan.

16.6 Participants in Other Countries or Jurisdictions

Without amending the Plan, the Plan Administrator may grant Awards to Eligible Persons who are foreign nationals on such terms and conditions different from those specified in the Plan, as may, in the judgment of the Plan Administrator, be necessary or desirable to foster and promote achievement of the purposes of the Plan and shall have the authority to adopt such modifications, procedures, subplans and the like as may be necessary or desirable to comply with provisions of the laws or regulations of other countries or jurisdictions in which the Company or any Related Company may operate or have employees to ensure the viability of the benefits from Awards granted to Participants employed in such countries or jurisdictions, meet the requirements that

permit the Plan to operate in a qualified or tax efficient manner, comply with applicable foreign laws or regulations and meet the objectives of the Plan.

16.7 No Trust or Fund

The Plan is intended to constitute an “unfunded” plan. Nothing contained herein shall require the Company to segregate any monies or other property, or shares of Common Stock, or to create any trusts, or to make any special deposits for any immediate or deferred amounts payable to any Participant, and no Participant shall have any rights that are greater than those of a general unsecured creditor of the Company.

16.8 Successors

All obligations of the Company under the Plan with respect to Awards shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all the business and/or assets of the Company.

16.9 Severability

If any provision of the Plan or any Award is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or any Award under any law deemed applicable by the Plan Administrator, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Plan Administrator’s determination, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

16.10 Choice of Law and Venue

The Plan, all Awards granted thereunder and all determinations made and actions taken pursuant hereto, to the extent not otherwise governed by the laws of the United States, shall be governed by the laws of the State of New York without giving effect to principles of conflicts of law. Participants irrevocably consent to the nonexclusive jurisdiction and venue of the state and federal courts located in the State of New York.

16.11 Legal Requirements

The granting of Awards and the issuance of shares of Common Stock under the Plan are subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

SECTION 17. EFFECTIVE DATE

The effective date of the Plan (the “**Effective Date**”) is the later of (i) the date on which the Plan was adopted by the Board and (ii) the date on which the transactions contemplated by the New Remedy Merger Agreement are consummated.

APPENDIX A

DEFINITIONS

As used in the Plan:

“**Accounting Rules**” means Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor provision.

“**Acquired Entity**” means any entity acquired by the Company or a Related Company or with which the Company or a Related Company merges or combines.

“**Acquisition Price**” means the fair market value of the securities, cash or other property, or any combination thereof, receivable or deemed receivable upon a Change of Control in respect of a share of Common Stock, as determined by the Plan Administrator in its sole discretion.

“**Affiliate**” means all persons directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise.

“**Award**” means any Option, Stock Appreciation Right, Stock Award, Restricted Stock, Stock Unit or cash-based award or other incentive payable in cash or in shares of Common Stock, as may be designated by the Plan Administrator from time to time.

“**Board**” means the Board of Directors of the Company.

“**Cause,**” unless otherwise defined in the instrument evidencing an Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, means dishonesty, fraud, serious or willful misconduct, unauthorized use or disclosure of confidential information or trade secrets, or conduct prohibited by law (except minor violations), in each case as determined by the Company’s chief human resources officer or other person performing that function or, in the case of directors and executive officers, the Board, whose determination shall be conclusive and binding.

“**Change of Control,**” unless the Plan Administrator determines otherwise with respect to an Award at the time the Award is granted or unless otherwise defined for purposes of an Award in a written employment, services or other agreement between the Participant and the Company or a Related Company, means:

- (a) consummation of a merger or consolidation of the Company with or into any other company or other entity;
- (b) consummation of a sale, in one transaction or a series of transactions undertaken with a common purpose, of all or substantially all of the Company’s outstanding voting securities;

(c) consummation of a sale, lease, exchange or other transfer, in one transaction or a series of related transactions, undertaken with a common purpose of all or substantially all of the Company's assets; or

(d) the NM Members or their respective direct or indirect parent entities, as applicable, ceasing to beneficially own, directly or indirectly, at least 25% of the outstanding Company Common Stock (as determined on a fully diluted basis). For purposes of this prong (d), (i) "**Company Common Stock**" shall mean all classes and series of common stock of the Company, including the Common Stock and the Class B common stock, par value \$0.01 per share, of the Company;

(ii) "**Company Equity Securities**" shall mean, as of any determination date, the aggregate equity securities of any kind of the Company acquired by the NM Members (including (x) any and all equity securities of any kind whatsoever of the Company that may be issued in respect of, or exchanged for, any equity securities (the "Original Securities") pursuant to a merger, consolidation, stock split, stock dividend, recapitalization or otherwise (in which event the amount of cash paid for such securities shall be deemed the amount of cash paid by the NM Members for the Original Securities) and (y) any options, warrants or other rights to acquire any equity securities of Company); *provided*, for the avoidance of doubt, that Company Equity Securities shall not include debt securities, whether or not convertible into equity securities; and (iii) the "**NM Members**" shall mean

(A) New Mountain Partners V, L.P. and its Affiliates in respect of their investment in Remedy Acquisition, L.P., (B) New Mountain Partners V (AIV-C), L.P., and (C) New Mountain Partners V (AIV-C2), L.P., and their respective Affiliates, in each case, other than the Company and its direct or indirect subsidiaries.

Notwithstanding the foregoing, a Change of Control shall not include (a) a merger or consolidation of the Company in which the holders of the outstanding voting securities of the Company immediately prior to the merger or consolidation hold at least a majority of the outstanding voting securities of the Successor Company immediately after the merger or consolidation; (b) a sale, lease, exchange or other transfer of all or substantially all of the Company's assets to a majority-owned subsidiary company; (c) a transaction undertaken for the principal purpose of restructuring the capital of the Company, including, but not limited to, reincorporating the Company in a different jurisdiction, converting the Company to a limited liability company or creating a holding company; or

(d) any transaction that the Board determines is not a Change of Control for purposes of the Plan. For the avoidance of doubt, the transactions contemplated by the New Remedy Merger Agreement shall not constitute a "Change of Control" for purposes of any awards granted under the Plan.

Where a series of transactions undertaken with a common purpose is deemed to be a Change of Control, the date of such Change of Control shall be the date on which the last of such transactions is consummated.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

“**Common Stock**” has the meaning set forth in Section 1.

“**Company**” has the meaning set forth in Section 1.

“**Compensation Committee**” means the Compensation Committee of the Board.

“**Date of Grant**” means the later of (a) the date on which the Plan Administrator completes the corporate action authorizing the grant of an Award or such later date specified by the Plan Administrator or (b) the date on which all conditions precedent to an Award have been satisfied, provided that conditions to the exercisability or vesting of Awards shall not defer the Date of Grant.

“**Disability**,” unless otherwise defined by the Plan Administrator for purposes of the Plan or in the instrument evidencing an Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, means a mental or physical impairment of the Participant that is expected to result in death or that has lasted or is expected to last for a continuous period of 12 months or more and that causes the Participant to be unable to perform his or her material duties for the Company or a Related Company and to be engaged in any substantial gainful activity, in each case as determined by the Company’s chief human resources officer or other person performing that function or, in the case of directors and executive officers, the Board, each of whose determination shall be conclusive and binding.

“**Effective Date**” has the meaning set forth in Section 17.

“**Eligible Person**” means any person eligible to receive an Award as set forth in Section 5.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time.

“**Fair Market Value**” means the per share fair market value of the Common Stock as established in good faith by the Plan Administrator or, if the Common Stock is publicly traded, the closing price for the Common Stock on any given date during regular trading, or if not trading on that date, such price on the last preceding date on which the Common Stock was traded, unless determined otherwise by the Plan Administrator using such methods or procedures as it may establish.

“**Incentive Stock Option**” means an Option granted with the intention that it qualify as an “incentive stock option” as that term is defined for purposes of Section 422 of the Code or any successor provision.

“**Nonqualified Stock Option**” means an Option other than an Incentive Stock Option.

“**Option**” means a right to purchase Common Stock granted under Section 7.

“**Option Expiration Date**” means the last day of the maximum term of an Option.

“**Option Term**” means the maximum term of an Option as set forth in Section 7.4.

“**Participant**” means any Eligible Person to whom an Award is granted. “**Plan**” has the meaning set forth in Section 1.

“**Plan Administrator**” has the meaning set forth in Section 3.1.

“**Related Company**” means any entity directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise

“**Restricted Stock**” means an Award of shares of Common Stock granted under Section 9, the rights of ownership of which are subject to restrictions prescribed by the Plan Administrator.

“**Retirement**,” unless otherwise defined in the instrument evidencing the Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, means “Retirement” as defined for purposes of the Plan by the Plan Administrator or the Company’s chief human resources officer or other person performing that function or, if not so defined, means Termination of Service on or after the date the Participant reaches “normal retirement age,” as that term is defined in Section 411(a)(8) of the Code.

“**Section 409A**” means Section 409A of the Code.

“**Securities Act**” means the Securities Act of 1933, as amended from time to time.

“**Stock Appreciation Right**” or “**SAR**” means a right granted under Section 9.1 to receive the excess of the Fair Market Value of a specified number of shares of Common Stock over the grant price.

“**Stock Award**” means an Award of shares of Common Stock granted under Section 9 the rights of ownership of which are not subject to restrictions prescribed by the Plan Administrator.

“**Stock Unit**” means an Award denominated in units of Common Stock granted under Section 9.

“**Substitute Awards**” means Awards granted or shares of Common Stock issued by the Company in substitution or exchange for awards previously granted by an Acquired Entity.

“**Successor Company**” means the surviving company, the successor company, the acquiring company or its parent, as applicable, in connection with a Change of Control.

“**Termination of Service**” means a termination of employment or service relationship with the Company or a Related Company for any reason, whether voluntary or involuntary, including by reason of death, Disability or Retirement. Any question as to whether and when there has been a Termination of Service for the purposes of an Award and the cause of such Termination of Service shall be determined by the Company’s chief human resources officer or other person performing that function or, with respect to directors and executive officers, by the Board, whose determination shall be conclusive and binding. Transfer of a Participant’s employment or service relationship between the Company and any Related Company shall not be considered a Termination of Service for purposes of an Award. Unless the Board determines otherwise, a Termination of Service shall be deemed to occur if the Participant’s employment or service relationship is with an entity that has ceased to be a Related Company. A Participant’s change in status from an employee of the Company or a Related Company to a nonemployee director, consultant, advisor or independent contractor of the Company or a Related Company, or a change in status from a nonemployee director, consultant, advisor or independent contractor of the Company or a Related Company to an employee of the Company or a Related Company, shall not be considered a Termination of Service.

“**Vesting Commencement Date**” means the Date of Grant or such other date selected by the Plan Administrator as the date from which an Award begins to vest.

SIGNIFY HEALTH, INC.
AMENDED AND RESTATED
2019 EQUITY INCENTIVE PLAN

(formerly known as the New Remedy Corp. Amended and Restated 2019 Equity Incentive Plan)

1. DEFINED TERMS

Exhibit A, which is incorporated by reference, defines the terms used in the Plan and includes certain operational rules related to those terms.

2. PURPOSE

The purpose of this Signify Health, Inc. Amended and Restated 2019 Equity Incentive Plan (the “**Plan**”) is to promote the interests of Signify Health, Inc. (the “**Company**”) and its Affiliates by (i) attracting and retaining exceptional Employees and directors of, and consultants and advisors to, the Company or its Affiliates, and (ii) enabling such individuals to acquire an equity interest in, and participate in the long-term growth and financial success of, the Company by providing for the grant of Awards hereunder. The Plan was originally adopted by the Board of Directors of New Remedy Corp., a Delaware corporation (“**New Remedy**”) on June 10, 2019 and was amended and restated on November 26, 2019. In connection with the initial public offering of shares of Stock (the “**Offering**”) and pursuant to that certain Agreement and Plan of Merger, dated as of February 12, 2021 (the “**Merger Agreement**”), by and among the Company, New Remedy and Merger Sub 2, Inc., a Delaware corporation (“**Merger Sub**”), Merger Sub merged with and into New Remedy, with New Remedy surviving as a wholly-owned subsidiary of the Company (the “**Merger**”). In connection with, and effective as of the consummation of, the Merger, on February 12, 2021, (x) the New Remedy Corp. Amended and Restated 2019 Equity Incentive Plan was assigned to, and assumed by, the Company, (y) the Plan was amended and restated, as set forth herein, and (y) in accordance with Section 7 of the Plan, all stock options evidencing an option to purchase shares of Class A common stock, par value \$0.001 per share, of New Remedy were cancelled and converted into stock options evidencing an option to purchase shares of Stock.

3. ADMINISTRATION

The Administrator has discretionary authority, subject only to the express provisions of the Plan, to interpret the Plan; determine eligibility for and grant Awards; determine, modify or waive the terms and conditions of any Award; determine the form of settlement of Awards (whether in cash, shares of Stock, or other property); prescribe forms, rules and procedures relating to the Plan and Awards; and otherwise do all things necessary or desirable to carry out the purposes of the Plan. Determinations of the Administrator made under the Plan are conclusive and bind all persons, including all Participants and all successors, assigns and transferees thereof.

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 issued in satisfaction of Awards under the Plan is 3,745,910 shares of Stock. Up to the total number of shares of Stock set forth in the preceding sentence may be issued 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 issued in satisfaction of Awards will be determined by excluding shares of Stock withheld by the Company in payment of the exercise price or purchase price of the Award or in satisfaction of tax withholding requirements with respect to the Award and, for the avoidance of doubt, by excluding any shares of Stock underlying Awards settled in cash or that expire, become unexercisable, terminate or are forfeited to or repurchased by the Company without the issuance of Stock. The limits set forth in this Section 4(a) will be construed to comply with Section 422.

(b) Type of Shares. Stock delivered by the Company under the Plan may be authorized but unissued Stock or previously issued Stock acquired by the Company.

5. ELIGIBILITY AND PARTICIPATION

The Administrator will select Participants from among those key Employees and directors of, and consultants and advisors to, the Company and its Affiliates who, in the opinion of the Administrator, are in a position to make a significant contribution to the success of the Company and its Affiliates. Eligibility for ISOs is limited to 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 an Affiliate of the Company that would be described in the first sentence of Treas. Reg. §1.409A-1(b)(5)(iii)(E).

6. RULES APPLICABLE TO AWARDS

(a) All Awards.

(1) Award Provisions. The Administrator will determine the terms of all Awards, subject to the limitations provided herein. 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 of the Award and the Plan.

(2) Term of Plan. No Awards may be made after the Effective Time (as defined in the Merger Agreement), but previously granted Awards may continue beyond that date in accordance with their terms.

(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), other Awards requiring exercise 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 such terms as the Compensation Committee may determine, securities and other laws and such other limitations as the Administrator may impose. Any attempted transfer of Awards in violation of any of the foregoing restrictions or any restrictions on transfer contained in the Award agreement governing the Award shall be null and void *ab initio*.

(4) Vesting, etc. The Administrator shall determine the time or times at which an Award vests or becomes exercisable and the terms on which an Award requiring exercise remains exercisable. Without limiting the foregoing, the Administrator may at any time accelerate the vesting or exercisability of an Award, 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), (C), (D) or (E) below, immediately upon the cessation of the Participant's Employment, each Award requiring exercise 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 all other Awards that are then held by the Participant or by the Participant's permitted transferees, if any, to the extent not already vested will be forfeited.

(B) Subject to (C), (D), (E) and (F) below, all Stock Options and SARs 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 exercisable, will remain exercisable for the lesser of (i) a period of 30 days 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 (F) below, all Stock Options and SARs held by a Participant or the Participant's permitted transferees, if any, immediately prior to the Participant's death, to the extent then exercisable, will remain exercisable for the lesser of (i) the six-month period following the Participant's death, 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) Subject to (F) below, all Stock Options and SARs held by a Participant or the Participant's permitted transferees, if any, immediately prior to termination of Employment by reason of the Participant's Disability, to the extent then exercisable, will remain exercisable for the lesser of (i) the six-month period following the termination of the Participant's Employment as a result of such Disability, 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.

(E) Subject to (F) below, all Stock Options and SARs held by a Participant or the Participant's permitted transferees, if any, immediately prior to termination of the Participant's Employment by the Company without Cause or by Participant for Good Reason, to the extent then exercisable, will remain exercisable for the lesser of (i) a period of 60 days, 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.

(F) All Stock Options and SARs (whether or not vested) 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 (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 outstanding Awards (whether or not vested or exercisable) and the proceeds from the exercise or disposition of Awards or Stock acquired under Awards 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 violates (i) a non-competition, non-solicitation, confidentiality or other restrictive covenant by which he or she is bound, or (ii) any policy of the Company or any of its Affiliates applicable to the Participant that provides for forfeiture or disgorgement with respect to incentive compensation that includes Awards under the Plan. Each Participant, by accepting or being deemed to have accepted an Award under the Plan, agrees 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 required hereunder. Neither the Administrator nor the Company nor any other person, other than the Participant and his or her permitted transferees, if any, will be responsible for any adverse tax or other consequences to a Participant or his or her permitted transferees, if any, that may arise in connection with this Section 6(a)(5).

(6) **Taxes.** The delivery, vesting and retention of Stock, cash or other property under an Award are conditioned upon full satisfaction by the Participant of all tax withholding requirements with respect to the Award. The Administrator shall prescribe such rules for the withholding of taxes with respect to any Award as it deems necessary. The Administrator may hold back shares of Stock from an Award or permit a Participant to tender previously owned shares of Stock in satisfaction of tax 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).

(7) **Dividend Equivalents, etc.** The Administrator may provide for the payment of amounts (on terms and subject to 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. Any entitlement to dividend equivalents or similar entitlements will be established and administered either consistent with an exemption from, or in compliance with, the requirements of Section 409A. Dividends or dividend equivalent amounts payable in respect of Awards that are subject to restrictions may be subject to such limits or restrictions as the Administrator may impose.

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

(9) **Coordination with Other Plans.** 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 its Affiliates. For example, but without limiting the generality of the foregoing, awards under other compensatory plans or programs of the Company or its Affiliates may be settled in Stock under the Plan (including, without limitation, Unrestricted Stock) if the Administrator so determines, in which case the shares delivered will be treated as awarded under the Plan (and will reduce the number of shares thereafter available under the Plan in accordance with the rules set forth in Section 4).

(10) Section 409A.

(A) Without limiting the generality of Section 12(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 Section 9 of this Plan or any other provision of this Plan or any Award agreement to the contrary, 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 advisable to avoid the imposition of an additional tax, interest or penalty under Section 409A.

(C) If a Participant is deemed on the date of the Participant's termination of Employment to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B), then, with regard to any payment that is considered nonqualified deferred compensation under Section 409A, to the extent applicable, payable on account of a "separation from service", such payment will be made or provided on the date that is the earlier of (i) 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 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 made under this Plan 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 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) Awards Requiring Exercise.

(1) **Time and Manner of Exercise.** Unless the Administrator expressly provides otherwise, an Award requiring exercise by the holder will not 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. Any attempt to exercise an Award 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) 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 subsection (b)(6) of Section 422, 110%) of the Fair Market Value of the Stock subject to the Award, determined as of the date of grant, or such higher amount as the Administrator may determine in connection with the grant. Awards, once granted, may be repriced only in accordance with the applicable requirements of this Plan, including Section 9.

(3) **Payment of Exercise Price.** Where the exercise of an Award is to be accompanied by payment, payment of the exercise price must be 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) at such time, if any, as the Stock is publicly traded, through a broker-assisted 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. No Award requiring exercise or portion thereof may be exercised unless, at the time of exercise, the fair market value of the shares of Stock subject to such Award or portion thereof exceeds the exercise price for the Award or such portion. 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 awards requiring exercise 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).

7. EFFECT OF CERTAIN TRANSACTIONS

(a) **Mergers, etc.** Except as otherwise expressly provided in an Award 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. Any such new awards may, in the discretion of the Administrator, contain such restrictions, if any, as the Administrator deems appropriate to reflect any vesting conditions or other restrictions to which the Award was subject prior to such substitution.

(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, equal in the case of each affected Award or portion thereof to the excess, if any, of (A) the Fair Market Value of one share of Stock times the number of shares of Stock subject to the Award or such portion, over (B) the aggregate exercise or purchase price, if any, under the Award or such portion (in the case of a SAR, the aggregate base value above which appreciation is measured), in each case on such payment terms (which need not be the same as the terms of payment to holders of Stock) and other terms, and subject to such conditions, as the Administrator determines; *provided, however*, for the avoidance of doubt, that if the

exercise or purchase price (or base value) of an Award is equal to or greater than the Fair Market Value of one share of Stock, the Award may be cancelled with no payment due hereunder or otherwise in respect of such Award.

(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 exercise of the Award or the delivery of the shares, as the case may be, to participate as a stockholder in the Covered Transaction. Except as so determined by the Administrator in its discretion or as expressly set forth in an Award agreement, there shall be no acceleration of vesting of Awards in connection with any Covered Transaction.

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

(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 or other change in the Company's capital structure that constitutes an equity restructuring within the meaning of the Accounting Rules, the Administrator shall

make appropriate adjustments to the maximum number of shares of Stock specified in Section 4(a) that may be issued under the Plan 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 Section 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, having due regard for the qualification of ISOs under Section 422 and the requirements of Section 409A, to the extent applicable.

(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

8. REPURCHASE OPTION.

(a) **Award Shares.** Except as the Company may otherwise agree in writing with any Participant with respect to shares of Stock received by such Participant in respect of an Award granted hereunder (any such shares of Stock, "**Award Shares**"), upon any termination of the Employment of any Participant, during the applicable Call Period, the Company (or an Affiliate designated by the Company) will have the right to purchase for

cash (or promissory notes to the extent provided below in this Section 8) on one or more occasions all or any portion of the Award Shares, regardless of whether acquired prior to, at the time of, or after the termination of Employment, in any case, held by such Participant or originally issued to such Participant but held by such Participant's Call Group on the terms set forth in this Section 8 (the "**Call Option**").

(1) **Termination of Employment by the Participant within Two Years or Termination of the Participant's Employment by Company for Cause.** If the termination of Employment is the result of a termination by the Participant within two (2) years following the date on which the Participant commences Employment (or, if later, June 10, 2019) or the result of termination by the Company or its subsidiaries of the Participant for Cause (or by the Participant in circumstances where Cause exists), or if (either before or after termination of Employment and before the two (2) year anniversary of such Participant's date of termination) such Participant violates the terms of any confidentiality, non-solicitation, non-competition or other restrictive covenant applicable to him or her, then the Company (or its designated subsidiary) on one or more occasions may purchase all or any portion of the Award Shares held by such Participant's Call Group at a price per share of Stock equal to the lesser of the exercise price or the Fair Market Value of such Award Shares. In each case Award Shares are purchased pursuant to this Section 8(a)(1), unless the Administrator determines otherwise, the Company will

pay for such Award Shares by issuing a promissory note in a principal amount equal to the purchase price. If any Award Shares are repurchased by the Company from a Participant or Participant's Call Group pursuant to any provision of this Section 8 (other than this Section 8(a)(1)) and the Company subsequently becomes aware of facts that, had they been known or had they occurred as of the date of such repurchase, would have made the terms of this Section 8(a)(1) applicable to such repurchase, such Participant or Participant's Call Group shall promptly repay to the Company, in cash by wire transfer of immediately available funds, the difference between the amount that was previously paid in respect of such Award Shares by the Company to such Participant or Participant's Call Group and the amount that would have been payable had such Award Shares been repurchased pursuant to this Section 8(a)(1) at such time.

(2) Termination of a Participant's Employment by the Participant after Two Years or due to Death or Disability or by Company other than for Cause. If the termination of Employment with the Company or its Affiliates of a Participant is the result of (i) a termination by the Participant after the second (2nd) anniversary of the date on which the Participant commences Employment (or, if later, the date hereof), (ii) death or Disability or (iii) a termination of Employment with the Company by the Company or its Affiliates other than for Cause, in any such event, the Company (or its designated Affiliate) may purchase on one or more occasions during the Call Period all or any portion of the Award Shares held by such Participant's Call Group at a price per share of Stock equal to the Fair Market Value of such Award Shares. If Award Shares are purchased pursuant to this Section 8(a)(2), the Company will pay for such Award Shares by (i) paying the holder thereof not less than one-half of the purchase price in cash (or more in cash as determined by the Administrator) and (ii) issuing for the balance of the purchase price not so paid in cash a promissory note in a principal amount equal to such balance.

(b) Notices, Etc. Any Call Option may be exercised by delivery of written notice thereof (the "Call Notice") to all members of the applicable Call Group not later than the end of the applicable Call Period (as it may be extended pursuant to the definition thereof). The Call Notice will state that the Company has elected to exercise the Call Option, and the number and price of the Award Shares with respect to which the Call Option is being exercised. The Call Option may be exercised on one or more occasions during the applicable Call Period with respect to the Award Shares subject to the Call Option.

(c) Prepayment. Any promissory note issued under this Section 8 may be prepaid in whole or in part at any time and from time to time without premium or penalty.

(d) Cash Payments. If any payment of (x) cash or (y) a distribution to the Company from any of its Affiliates in an amount equal to the amount of cash required to be paid under the terms of Section 8 upon the purchase and sale of Award Shares to the Company (or its designated Affiliate) upon the exercise of any Call Option or (z) payment of promissory note issued under Section 8 would (a) constitute, result in or give

rise to any breach or violation of, or any default or right or cause of action under, any agreement, indenture or other instrument to which the Company or any of its Affiliates is, from time to time, a party or would be prohibited by or would otherwise violate any applicable law or (b) solely with respect to clauses (x) and (y), leave the Company and its Affiliates with less cash than, in the good faith judgment of the Administrator, is necessary to operate the business of the Company and its Affiliates in the ordinary course of business, then the Company will issue a promissory note in the aggregate principal amount of such payment.

9. 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: (a) the Company is satisfied that all legal matters in connection with the issuance and delivery of such shares have been addressed and resolved; (b) 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 (c) 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 Act, or any applicable state or non-U.S. securities law. Any Stock required to be issued to Participants under the Plan will be evidenced in such manner as the Administrator may deem appropriate, including book-entry registration or delivery of stock certificates. In the event that the Administrator determines that stock certificates will be issued to Participants under the Plan, the Administrator may require that certificates evidencing Stock issued under the Plan bear an appropriate legend reflecting any restriction on transfer applicable to such Stock, and the Company may hold the certificates pending lapse of the applicable restrictions.

10. 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 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 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 at the time the 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 law (including the Code) or applicable stock exchange requirements, as determined by the Administrator.

11. OTHER COMPENSATION ARRANGEMENTS

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

12. MISCELLANEOUS

(a) **Waiver of Jury Trial.** By accepting, or being deemed to have accepted, an Award under the Plan, each Participant waives any right to a trial by jury in any action, proceeding or counterclaim concerning any rights under the Plan and 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 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 disputes arising under the terms of the Plan or any Award made hereunder to binding arbitration or as limiting the ability of the Company to require any eligible 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, neither the Company, nor any Affiliate, nor the Administrator, nor any person acting on behalf of the Company, any Affiliate, or the Administrator, will be liable to any Participant or to the estate or beneficiary of any Participant or to any other holder of an Award by reason of any acceleration of income, or any additional tax (including any interest and penalties), 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 the Award.

13. ESTABLISHMENT OF SUB-PLANS

The Administrator may at any time and from time to time establish one or more sub-plans under the Plan (for local-law compliance purposes or other administrative reasons determined by the Administrator) by adopting supplements to the Plan containing, in each case, such limitations on the Administrator's discretion under the Plan, and such additional terms and conditions, as the Administrator deems necessary or desirable. Each supplement so established will be deemed to be part of the Plan but will apply only to Participants within the group to which the supplement applies (as determined by the Administrator).

14. GOVERNING LAW

(a) **Certain Requirements of Corporate Law.** Awards will be granted 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 14(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. By accepting an Award, each Participant will be deemed to (a) have submitted 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; (b) agree not to commence any suit, action or other proceeding arising out of or based upon the Plan or an 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 (c) waive, and agree not to assert, by way of motion as a defense or otherwise, in any such suit, action or proceeding, any claim that he or she is not subject personally to the jurisdiction of the above-named courts that his or her 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 an 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, will have the meanings and be subject to the provisions set forth below:

“**Accounting Rules**” means Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor provision.

“**Administrator**” means the Compensation Committee. The Compensation Committee may also delegate (i) to one or more officers of the Company the power to grant rights or Awards to the extent permitted by Section 157(c) of the Delaware General Corporation Law; and (ii) to such Employees or other persons as it determines such ministerial tasks as it deems appropriate. In the event of any delegation described in the preceding sentence, the term “Administrator” will include the person or persons so delegated to the extent of such delegation.

“**Affiliate**” means all persons directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise.

“**Award**” means 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 (vi) above) that are convertible into or otherwise based on Stock.

“**Board**” means the Board of Directors of the Company.

“**Call Group**” means the Participant and any of the Participant’s Permitted Transferees.

“**Call Period**” means the one (1) year period following the later of (a) the date of such Participant’s termination of Employment, and (b) the date that is six (6) months plus one (1) day after the date of the acquisition of the applicable shares of Stock (or such earlier date, but no earlier than the date of such Participant’s termination, determined by the Administrator), provided, that, if, the Company becomes aware that the applicable

Participant breached any non-competition, non-solicitation or confidentiality obligation applicable to such Participant prior to the two (2) year anniversary of the date of such Participant's termination of Employment, such period shall be extended until the two (2) year anniversary of the date the Company becomes aware of such breach.

"Cause" means (a) if a Participant is a party to an employment or a severance agreement with the Company or one of its Affiliates in which "cause" is defined, the occurrence of any circumstances defined as "cause" in such employment or severance agreement for so long as such agreement is in effect, or (b) if a Participant is not a party to an effective employment or severance agreement with the Company or one of its Affiliates in which "cause" is defined, one of the following events or conditions, as determined by the Administrator in its reasonable judgment: (i) the refusal or failure to perform (other than by reason of Disability), or material negligence in the performance of the duties and responsibilities of the Participant to the Company or any of its Affiliates, or refusal or failure to follow or carry out any reasonable direction of the Board, and the continuance of such refusal, failure or negligence for a period of ten (10) days after notice thereof to the Participant, (ii) the material breach by the Participant of any provision of any agreement to which such Participant and the Company or any of its Affiliates is a party (including any employment, non-competition or non-solicitation covenant or agreement with the Company and/or any of its Affiliates or any plan or agreement relating to the grant of equity securities), (iii) the commission of fraud, embezzlement, theft or other dishonesty by the Participant, (iv) the conviction of the Participant of, or plea by such Participant of nolo contendere to, any felony or any other crime involving dishonesty or moral turpitude and (v) any other conduct that involves a breach of fiduciary duty on the part of the Participant or otherwise could reasonably be expected to have a material adverse effect upon the business, interests or reputation of the Company or any of its Affiliates. If, subsequent to a Participant's termination of Employment other than for Cause, it is determined that such Participant's Employment could have been terminated for Cause, the Participant's Employment shall be deemed for purposes of this Agreement to have been terminated for Cause retroactively to the date of the action or event giving rise to such Cause occurred.

"Change of Control" means (i) the meaning set forth under the Prior Stockholders' Agreement as in effect immediately prior to the effective date of the Offering; *provided* that any references to New Remedy shall be deemed to refer to the Company and (ii) the NM Members or their respective direct or indirect parent entities, as applicable, ceasing to beneficially own, directly or indirectly, at least 25% of the outstanding Company Common Stock (as determined on a fully diluted basis). For purposes of prong (ii), (a) **"Company Common Stock"** shall mean all classes and series of common stock of the Company, including the Stock and the Class B common stock, par value \$0.01 per share, of the Company; (b) **"Company Equity Securities"** shall mean, as of any determination date, the aggregate equity securities of any kind of the Company acquired by the NM Members (including (x) any and all equity securities of any kind whatsoever of the Company that may be issued in respect of, or exchanged for, any equity securities (the "Original Securities") pursuant to a merger, consolidation, stock split, stock dividend, recapitalization or otherwise (in which event the amount of cash paid for such securities shall be deemed the amount of cash paid by the NM

Members for the Original Securities) and (y) any options, warrants or other rights to acquire any equity securities of Company); *provided*, for the avoidance of doubt, that Company Equity Securities shall not include debt securities, whether or not convertible into equity securities; and (c) the “**NM Members**” shall mean (A) New Mountain Partners V, L.P. and its Affiliates in respect of their investment in Remedy Acquisition, L.P., (B) New Mountain Partners V (AIV-C), L.P., and (C) New Mountain Partners V (AIV-C2), L.P., and their respective Affiliates, in each case, other than the Company and its direct or indirect subsidiaries.

“**Code**” means 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.

“**Company**” means Signify Health, Inc., a Delaware corporation.

“**Compensation Committee**” means the Compensation Committee of the Board.

“**Covered Transaction**” means 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 all or substantially all 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, (iii) a dissolution or liquidation of the Company, or (iv) any other Change of Control not described in any of clauses (i) through (iii) above. 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.

“**Disability**” means (a) if a Participant is party to an employment or severance agreement with the Company or one of its Affiliates in which “disability” is defined, the occurrence of any circumstances defined as “disability” in such employment or severance agreement for so long as such agreement is in effect, or (b) if a Participant is not a party to an effective employment or severance agreement with the Company or one of its Affiliates in which “disability” is defined, have the meaning ascribed to such term in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended.

“**Employee**” means any person who is employed by the Company or by an Affiliate of the Company.

“**Employment**” means a Participant’s employment or other service relationship with the Company or any of its Affiliates. Employment will be deemed to continue, unless the Administrator expressly provides otherwise, so long as the Participant is employed by, or otherwise is providing services in a capacity described in Section 5 to the Company or one of its Affiliates; provided, that, if a Participant is both an employee and a director or member of a board of managers of the Company or any of its Affiliates, as applicable, Employment with respect to such Participant shall only mean service as an employee of the Company or its Affiliates. If a Participant’s employment or other

service relationship is with an Affiliate and that entity ceases to be an Affiliate of the Company, the Participant's Employment will be deemed to have terminated when the entity ceases to be an Affiliate of the Company unless the Participant transfers Employment to the Company or one of its remaining Affiliates or except as otherwise determined by the Administrator. The term "Employed" has a correlative meaning. 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 shall be construed to require a "separation from service" (as that term is defined in Section 1.409A-1(h) of the Treasury Regulations) 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 shall be deemed a part of the Plan.

"**Fair Market Value**" means, as of a particular date, (i) 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 or (ii) in the event that the Stock is traded on a national securities exchange, the closing price for a share of Stock reported on the 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.

"**Good Reason**" means, if a Participant is a party to an employment or a severance agreement with the Company or one of its Affiliates in which "good reason" is defined, the occurrence of any circumstances defined as "good reason" in such employment or severance agreement for so long as such agreement is in effect.

"**ISO**" means 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 a non-incentive Stock Option unless, as of the date of grant, it is expressly designated as an ISO.

"**Participant**" means a person who is granted an Award under the Plan.

"**Performance Award**" means an Award subject to 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 the Award.

"**Permitted Transferee**" has the same meaning as under the Prior Stockholders' Agreement.

“**Plan**” means this Signify Health, Inc. Amended and Restated 2019 Equity Incentive Plan (formerly known as the New Remedy Corp. Amended and Restated 2019 Equity Incentive Plan), as from time to time amended and in effect.

“**Prior Stockholders’ Agreement**” means the Amended and Restated Stockholders’ Agreement dated as of November 26, 2019, among New Remedy and certain affiliates, stockholders and Participants, as in effect immediately prior to the effective date of the Offering.

“**Restricted Stock**” means Stock subject to restrictions requiring that it be redelivered or offered for sale to the Company if specified service or performance-based conditions are not satisfied.

“**Restricted Stock Unit**” means a Stock Unit that is, or as to which the delivery of Stock or cash in lieu of Stock is, subject to the satisfaction of specified performance or other vesting conditions.

“**SAR**” means 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**” means Section 409A of the Code and the regulations and guidance promulgated thereunder.

“**Section 422**” means Section 422 of the Code and the regulations and guidance promulgated thereunder.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Stock**” means shares of Class A common stock of the Company, par value \$0.01 per share.

“**Stock Option**” means an option entitling the holder to acquire shares of Stock upon payment of the exercise price.

“**Stock Unit**” means an unfunded and unsecured promise, denominated in shares of Stock, to deliver Stock or cash measured by the value of Stock in the future.

“**Unrestricted Stock**” means Stock not subject to any restrictions under the terms of the Award.

INCENTIVE UNIT AGREEMENT

This INCENTIVE UNIT AGREEMENT (this “Agreement”), dated effective as of the IPO Closing Date (as defined below), is entered into by and between Cure Aggregator, LLC, a Delaware limited liability company (“Aggregator”), Cure TopCo, LLC, a Delaware limited liability company (“Cure TopCo”) and [●] (“Executive”).

WHEREAS, on [●] (the “Date of Grant”), Aggregator issued to Executive [●] [Class B][Class C] Common Units of Aggregator (the “Incentive Units”), each of which corresponded to a [Class B][Class C] Common Unit of Cure TopCo (the “Corresponding Units”), pursuant to the terms of (1) that certain Incentive Unit Award [and Contribution] Agreement, dated as of [●], between Aggregator, Cure TopCo and Executive (the “Incentive Unit Agreement”), (2) the Third Amended and Restated Limited Liability Company Agreement of Aggregator, dated as of February 12, 2020 (the “Third Amended and Restated Aggregator LLC Agreement”), and (3) the Second Amended and Restated Limited Liability Company Agreement of Cure TopCo, dated as of November 27, 2019 (the “Second Amended and Restated LLC Agreement”);

WHEREAS, pursuant to that certain Reorganization Agreement, dated as of February 10, 2021 (the “Reorganization Agreement”), by and among Cure TopCo, Signify Health, Inc., a Delaware corporation (“Pubco”), and the other parties thereto, the parties thereto are engaging in the Reorganization Transactions (as defined in the Reorganization Agreement) in connection with the IPO;

WHEREAS, as part of the Reorganization Transactions, and pursuant to the Third Amended and Restated Limited Liability Company Agreement of Cure TopCo adopted on or around the IPO Closing Date (as defined in the Reorganization Agreement) (as amended from time to time, the “Cure TopCo LLC Agreement”) and the Fourth Amended and Restated Limited Liability Company Agreement of Aggregator adopted on or around the IPO Closing Date (as amended from time to time, the “Aggregator LLC Agreement”), all of the units of membership interest in Cure TopCo existing immediately prior to the Reorganization Transactions, including the Corresponding Units, are being reclassified and converted into LLC Units (as defined in the Cure TopCo LLC Agreement) of Cure TopCo, and all of the units of membership interest in Aggregator existing immediately prior to the Reorganization Transactions, including the Incentive Units, are being reclassified and converted into Units (as defined in the Aggregator LLC Agreement) of Aggregator; and

WHEREAS, to the extent that the Incentive Units and Corresponding Units are unvested and/or subject to forfeiture under the terms of the Incentive Unit Agreement, the Third Amended and Restated Aggregator LLC Agreement and the Second Amended and Restated LLC Agreement, as applicable, as of the IPO Closing Date, then such restrictions, as amended pursuant to this Agreement, shall continue to apply to the Units of Aggregator and the LLC Units of Cure TopCo issued in exchange for the Incentive Units and Corresponding Units, respectively, as reflected in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement, the Reorganization Agreement, the Cure TopCo LLC Agreement

and the Aggregator LLC Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Capitalized Terms. The following capitalized terms, as used in this Agreement, have the meanings given to them in this Section 1. Other capitalized terms have the meanings given to them elsewhere in this Agreement or, if not so defined, in the Aggregator LLC Agreement or the Cure TopCo LLC Agreement, as applicable.

“Acceleration Event” means (i) a Change in Control or (ii) the NM Members or their respective direct or indirect parent entities, as applicable, ceasing to beneficially own, directly or indirectly, at least 25% of the outstanding Pubco Common Stock (as determined on a fully diluted basis).

“Base Equity Value” means [the aggregate investment of the Pre-Combination NM Members or their respective direct or indirect parent entities, as applicable, in the equity securities of Cure TopCo][the cumulative total of (i) the aggregate value of all equity securities held by the NM Members and their respective direct or indirect parent entities, as applicable, as of the closing of the transactions contemplated by the Combination Agreement (as amended, restated, supplemented or otherwise modified from time to time), dated as of November 14, 2019, by and between Cure TopCo and Remedy Partners, LLC, a Delaware limited liability company (formerly known as Remedy Partners, Inc.) (the “Combination Closing Date”) plus (ii) any additional investment in equity securities of Cure TopCo by the NM Members and their respective direct or indirect parent entities, as applicable, following the Combination Closing Date] (including (x) any cash dividend, (y) distribution, (z) the proceeds of any partial liquidation of Cure TopCo; but excluding (A) any fees or expense reimbursements under any applicable management or professional services agreement and (B) any fees and expenses realized in connection with any Change in Control).

“Board” means the Board of Directors of Pubco.

“Cash-on-Cash Return” means, without duplication, the cumulative aggregate gross cash return realized, and/or the fair market value of marketable securities received by the [Pre-Combination] NM Members or their respective direct or indirect parent entities, as applicable, in respect of the Base Equity Value, including, for the avoidance of doubt, any such return or securities received by the [Pre-Combination] NM Members or their direct or indirect parent entities, as applicable, on a disposition of Pubco Common Stock or of equity securities of the Company (whether such disposition is to Pubco or otherwise); provided that with respect to any disposition of Pubco Common Stock by the [Pre-Combination] NM Members, the Compensation Committee will make such determinations in good faith as are necessary to allocate the proceeds received on such disposition on a proportionate basis between the Cure TopCo Pubco Common Stock and the shares of Pubco Common Stock held by the [Pre-Combination] NM Members that are not Cure TopCo Pubco Common Stock. Any portion of any transaction consideration to be received by equityholders of Pubco that is subject to any contingency or future event including, without limitation, transaction escrow arrangement, holdback, installment arrangements or earnouts shall be included in Cash-on-Cash Return if, when and to the extent actually received

by the [Pre-Combination] NM Members or, without duplication, their respective direct or indirect parent entities, as applicable. If the [Pre-Combination] NM Members or, without duplication, their respective direct or indirect parent entities, as applicable, receive non-marketable securities or other non-cash property pursuant to a distribution or as proceeds from their aggregate investment in equity securities of Cure TopCo, Executive shall be treated no less favorably than any other member of the Board of Directors of Cure TopCo or officer of Cure TopCo and its Affiliates who holds Incentive LLC Units with respect to the inclusion or exclusion of non-marketable securities or other non-cash property from Cash-on-Cash Return.

“Cause” shall have the meaning ascribed to such term in the Employment Agreement or, if not so defined, “Cause” means (i) Executive’s indictment for, conviction of, or a plea of guilty or nolo contendere to, a (A) felony or (B) any crime of moral turpitude; (ii) Executive’s embezzlement, breach of fiduciary duty or fraud with regard to the Company Group or any of its assets or businesses; (iii) Executive’s continued failure to perform the duties of Executive’s position, in the reasonable judgment of the Board; (iv) Executive’s dishonesty, willful misconduct, or illegal conduct relating to the affairs of any member of the Company Group or its affiliates or any of its customers; (v) Executive’s breach of a material provision of this Agreement or any other contractual obligation to any member of the Company Group or its affiliates; or (vi) other conduct by Executive that may be harmful to the business, interests, or reputation of the Company Group, including any material violation of a Company Group policy. With respect to clauses (iii), (iv), (v), and (vi) above, Aggregator shall provide ten (10) days written notice to Executive of its intent to terminate for Cause, and during such ten (10) day period Executive shall have a right to cure (if curable). If not cured within such period (as determined in the reasonable judgment of the Board, the termination of Executive’s service will be effective upon the date immediately following the expiration of the ten (10) day notice period. Notwithstanding anything to the contrary contained herein, Executive’s right to cure as set forth above shall not apply if there are habitual or repeated breaches by Executive.

“Change in Control” means the occurrence of any one or more of the following events:

(i) any Person, other than (a) any employee plan established by Pubco or any Subsidiary, (b) Pubco or any of its Affiliates (including, for the avoidance of doubt, New Mountain Capital, LLC and its Affiliates), (c) an underwriter temporarily holding securities pursuant to an offering of such securities, or (d) an entity owned, directly or indirectly, by stockholders of Pubco in substantially the same proportions as their ownership of Pubco, is (or becomes, during any 12-month period) the “beneficial owner” (as such term is defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of securities of Pubco (not including in the securities beneficially owned by such Person any securities acquired directly from Pubco or its Affiliates other than in connection with the acquisition by Pubco or its Affiliates of a business) representing 50% or more of the total voting power of the stock of Pubco; provided that the provisions of this subsection (i) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (iii) below;

(ii) the consummation of a merger, amalgamation or consolidation of Pubco with any other corporation or other entity, or the issuance of voting securities in connection with such a transaction pursuant to applicable stock exchange requirements; provided that immediately following such transaction the voting securities of Pubco outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such merger or consolidation or parent entity thereof) 50% or more of the total voting power of Pubco's stock (or, if Pubco is not the surviving entity of such transaction, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and provided, further, that such a transaction effected to implement a recapitalization of Pubco (or similar transaction) in which no Person is or becomes the "beneficial owner" (as such term is defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of securities of Pubco (not including in the securities beneficially owned by such Person any securities acquired directly from Pubco or its Affiliates other than in connection with the acquisition by Pubco or its Affiliates of a business) representing 50% or more of either the then-outstanding shares of Class A Common Stock or the combined voting power of Pubco's then-outstanding voting securities shall not be considered a Change in Control; or

(iii) the sale or disposition by Pubco of Pubco's assets in which any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets from Pubco that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of Pubco immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (A) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the Class A Common Stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of Pubco immediately prior to such transaction or series of transactions, and (B) no Change in Control shall be deemed to have occurred upon the acquisition of additional control of Pubco by any Person that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, Pubco.

"Company Group" means, at any given time, Pubco, Cure TopCo, Aggregator and their Affiliates.

"Compensation Committee" means the Compensation Committee of the Board.

"Corresponding Class B Share" means, with respect to an Incentive LLC Unit, the share of Class B Common Stock that was issued to Executive pursuant to the Class B Securities Purchase Agreement entered into between Pubco and Executive and that corresponds to the Corresponding Incentive Unit (as defined below).

“Cure TopCo Pubco Common Stock” means the shares of Pubco Common Stock received by the [Pre-Combination] NM Members in connection with the Reorganization Transactions.

“Employment Agreement” means the applicable employment, retention or other employment letter agreement entered into between Executive and a member of the Company Group (or any predecessor entity).

[“Good Reason” shall have the meaning ascribed to such term in the Employment Agreement.]

“IPO Closing Date” has the meaning given to such term in the Reorganization Agreement.

“NM Members” shall mean (i) New Mountain Partners V, L.P. and its Affiliates in respect of their investment in Remedy Acquisition, LP, (ii) New Mountain Partners V (AIV-C), L.P., and (iii) New Mountain Partners V (AIV-C2), L.P., and their respective Affiliates, in each case, other than Pubco and its direct or indirect subsidiaries.

“Person” means any individual, corporation, partnership, limited liability company, trust, estate, joint venture, governmental authority or other entity.

“Pre-Combination NM Members” shall mean (i) New Mountain Partners V (AIV-C), L.P., and (ii) New Mountain Partners V (AIV-C2), L.P., and their respective Affiliates, in each case, other than Pubco and its direct and indirect subsidiaries.

“Terminated” or “Terminates” means, with respect to Executive, a Termination of Employment or Service, as applicable.

“Termination of Employment or Service” means a termination of employment or service (for reasons other than a military or personal leave of absence granted by Cure TopCo) of Executive from the Company Group. Notwithstanding the foregoing, if no rights of Executive are reduced or adversely affected, the Compensation Committee may otherwise define Termination of Employment or Service thereafter, provided that any such change to the definition of the term “Termination of Employment or Service” does not subject the applicable Incentive LLC Units to Section 409A of the Code.

2. 83(b) Elections. After the issuance of the Corresponding Incentive Units and the Incentive LLC Units as contemplated by this Agreement, Aggregator shall execute and deliver to the Internal Revenue Service (the “IRS”) an election under Section 83(b) of the Code with respect to the Corresponding Incentive Units and Executive shall execute and deliver to the IRS an election under Section 83(b) of the Code in the form attached hereto as Appendix A with respect to the Incentive LLC Units (together the “83(b) Elections”). Executive understands that under Section 83(b) of the Code, regulations promulgated thereunder, and certain IRS administrative announcements, in the absence of an effective election under Section 83(b) of the

Code, the excess of the fair market value of any Incentive LLC Units, on the date on which any forfeiture restrictions applicable to such Incentive LLC Units lapse, over the price paid for such Incentive LLC Units, could be reportable as ordinary income at that time. For this purpose, the term “forfeiture restrictions” includes the restrictions on transferability and the vesting and reversion conditions imposed under Sections 3 and 4 of this Agreement. Executive understands that (i) in making an 83(b) Election, Executive may be taxed at the time the Incentive LLC Units are received hereunder to the extent the fair market value of the Incentive LLC Units exceeds the price for such Incentive LLC Units and (ii) in order to be effective, the 83(b) Elections must be filed with the IRS within thirty (30) days after February 12, 2021. Executive hereby acknowledges that: (x) the foregoing description of the tax consequences of the 83(b) Elections is not intended to be complete and, among other things, does not describe state, local or foreign income and other tax consequences; (y) none of Cure TopCo, Aggregator, the NM Members, any of their respective Affiliates or any of their respective partners, members, equityholders, directors, officers, employees, agents or representatives (each, a “Related Person”) has provided or is providing Executive with tax advice regarding the 83(b) Elections or any other matter, and Cure TopCo, Aggregator and the NM Members and their respective Affiliates have urged Executive to consult Executive’s own tax advisor with respect to income taxation consequences of receiving, holding and disposing of the Incentive LLC Units; and (z) none of Cure TopCo, Aggregator, the NM Members or any other Related Person has advised Executive to rely on any determination by it or its representatives as to the fair market value specified in the 83(b) Elections and will have no liability to Executive if the actual fair market value of the Incentive LLC Units on the date hereof exceeds the amount specified in the respective 83(b) Elections.

3. Incentive Units. The Units of Aggregator issued to Executive in exchange for Executive’s Incentive Units (the “Incentive LLC Units”) and the LLC Units of Cure TopCo issued to Aggregator in exchange for the Corresponding Common Units (the “Corresponding Incentive Units”) are subject to the vesting conditions set forth in this Section 3. A portion of the Incentive LLC Units and Corresponding Incentive Units, as set forth on Appendix B, shall be subject to time-based vesting conditions (the “Time-Based Units”) and a portion of the Incentive LLC Units and Corresponding Incentive Units, as set forth on Appendix B, shall be subject to performance-based vesting conditions (the “Performance-Based Units”). For purposes of this Agreement and the Aggregator LLC Agreement, the Incentive LLC Units and Corresponding Incentive Units which have become vested in accordance with this Section 3 shall be referred to herein as the “Vested Units” and the remaining Incentive LLC Units and Corresponding Incentive Units shall be referred to herein as the “Unvested Units.” The Incentive LLC Units are subject to the restrictions set forth in this Agreement.

3.1. Time-Based Units. Executive’s Time-Based Units shall continue to time vest in accordance with the vesting schedule set forth on Appendix B. Except as otherwise provided in this Agreement, there shall be no proportionate or partial vesting in the periods prior to each vesting date set forth on Appendix B and all vesting shall occur only on the applicable vesting date set forth on Appendix B, provided that Executive has not been Terminated prior to each applicable vesting date. Notwithstanding the foregoing, any Time-Based Units shall become fully vested upon the occurrence of an Acceleration Event, so long as Executive has not been Terminated prior to the date of such Acceleration Event.

3.2. Performance-Based Units. Executive's Performance-Based Units shall vest based on the level of aggregate Cash-on-Cash Returns achieved by the [Pre-Combination] NM Members (and/or, without duplication, their direct and indirect parent entities) in accordance with the vesting schedule set forth on Appendix B; provided that Executive has not been Terminated prior to the date the applicable Cash-on-Cash Return is achieved. There shall be no proportionate or partial vesting for levels of achievement of Cash-on-Cash Return between the performance thresholds set forth above, and all vesting shall occur on a cliff basis only to the extent that an applicable Cash -on-Cash Return threshold is achieved; provided that Executive has not been Terminated prior to the date the applicable Cash-on-Cash Return is achieved. For the avoidance of doubt, in the event that the applicable Cash-on-Cash Return is not achieved at any point in time, then the Performance-Based Units shall remain outstanding and eligible to continue to performance vest upon a later achievement of the applicable Cash-on-Cash Returns; provided that Executive has not been Terminated prior to the date on which vesting occurs; and provided, further, that any Performance -Based Units that remain unvested at such time as the NM Members or their respective direct or indirect parent entities cease to control any Equity Securities of Pubco shall be forfeited and cancelled.

3.3. [Tail Period. Notwithstanding anything in this Section 3 to the contrary, if Executive is Terminated by Cure TopCo without Cause [or resigns with Good Reason], any Unvested Units shall remain outstanding and eligible to vest for a period of [six (6) months] thereafter (such period, the "Tail Period") and shall vest, if at all, upon the occurrence during the Tail Period of (i) in the case of the Time-Based Units, an Acceleration Event or (ii) in the case of the Performance-Based Units, the achievement of the applicable Cash-on-Cash Return. For the avoidance of doubt, the unvested portion of the Time-Based Units or Performance-Based Units that do not vest during the Tail Period shall be cancelled and forfeited as of the expiration of the Tail Period, without any further action on the part of any party hereto.]

3.4. Call Rights. Except as otherwise provided in this Agreement, in the event of Executive's Termination for any reason, Aggregator may repurchase from Executive and/or, as applicable, any of his or her Permitted Transferees the portion of the Incentive LLC Units that are Vested Units based on the most recent valuation under Section 409A of the Code obtained by Cure TopCo, subject to the sole discretion of the Board. For purposes of this Section 3.4, all requirements of Executive shall apply equally in full force and effect with respect to any Permitted Transferee.

3.4.1. Aggregator shall have a period of one hundred eighty (180) days (or such longer period as may be necessary to avoid changing the accounting treatment for the acquisition of the Incentive LLC Units being repurchased from an equity-based accounting treatment to a liability based accounting treatment (as contemplated by FASB ASC Topic 718)); provided that such period shall not exceed three hundred sixty-five (365) days following the date of Executive's Termination, in which to give notice in writing to Executive of Aggregator's election to exercise its repurchase rights hereunder and thirty (30) days after delivery of such notice to pay the repurchase price and consummate the repurchase transaction. For the sake of clarity, Aggregator may elect to

repurchase any of the Incentive LLC Units of Executive and/or, as applicable, any of his or her Permitted Transferees in one or more separate transactions. The repurchase price, if any, payable pursuant to Aggregator's exercise of its repurchase rights hereunder shall be paid (i) by delivery to Executive of wire transfer or a certified bank check or checks in the appropriate amount payable to the order of Executive; (ii) by the cancellation of any indebtedness owed by Executive to Aggregator, Cure TopCo or any of their Affiliates; or (iii) by issuance of an unsecured promissory note bearing interest (payable at maturity) at a simple rate per annum equal to the prime rate in effect at such time, with such note to have a maturity date of no greater than seven (7) years following its issuance and otherwise on customary terms and conditions for promissory notes of such type, including acceleration in the event of an Acceleration Event; or (iv) any combination of clauses (i), (ii) or (iii) of this Section 3.4.1, as determined in the sole discretion of Aggregator. Aggregator may choose to have a designee purchase any Incentive LLC Units elected by it to be purchased hereunder so long as Aggregator shall bear any reasonable costs and expenses of Executive in connection with the sale to such designee that Executive would not have otherwise incurred in connection with a sale to Aggregator. All references to Aggregator in this Section 3.4 shall refer to such designee as the context requires. Executive agrees to take all necessary and reasonable actions as directed by Aggregator in connection with the consummation of a repurchase pursuant to this Section 3.4, including executing the applicable repurchase documentation. Without limiting the generality of the foregoing, Aggregator shall be entitled to receive customary representations and warranties from Executive regarding the Incentive LLC Units being repurchased including, but not limited to, the representation that Executive has good and marketable title to the Incentive LLC Units to be repurchased free and clear of all liens, claims and other encumbrances.

3.5. Termination of Employment . If Executive's employment or service relationship Terminates (other than in the case of a Termination for Cause), irrespective of whether Executive receives, in connection with such Termination, any severance or other payment from Cure TopCo or any of its Affiliates under any employment or service agreement or otherwise, the Incentive LLC Units, other than such portion that are Vested Units, shall terminate and be of no further force and effect as of and following the close of business on the date of such Termination[, unless otherwise provided for in Section 3.3]. Notwithstanding anything in this Agreement to the contrary, and in addition to the rights of Aggregator set forth in this Section 3.5 (or any other right Aggregator may have), the Incentive LLC Units, including the portion that are Vested Units, shall immediately be forfeited and cancelled, without any consideration being paid therefore and without further action by Aggregator or any other Person, upon a Termination of Executive by Cure TopCo or any of its Affiliates for Cause.

4. Restrictions on Unvested Units; Forfeiture.

4.1. Executive may not offer or Transfer or agree to offer or Transfer, grant any call option with respect to, borrow against, or enter into any swap or derivative transaction with respect to any Incentive LLC Unit or any interest therein, unless such action is taken in

accordance with Article VI of the Aggregator LLC Agreement. Any attempted or purported Transfer or other agreement in violation of this Agreement will be void *ab initio*.

4.2. Notwithstanding anything to the contrary in the Aggregator LLC Agreement, Executive shall not have the right to exercise (and agrees not to exercise or purport to exercise) the “Member Exchange” under the Aggregator LLC Agreement with respect to any Unvested Units.

4.3. If any Vested Units are purchased pursuant to the call right described in Section 3.4, then each Corresponding Class B Share shall simultaneously be forfeited to Pubco for no consideration in accordance with Article 4 of the Cure TopCo LLC Agreement. If any Unvested Units or Vested Units are forfeited upon Executive’s Termination of Employment or Service under Section 3, then each such Unvested Unit (and its Corresponding Class B Share) or Vested Unit (and its Corresponding Class B Share), as applicable, shall be immediately and automatically forfeited to Aggregator or Cure TopCo, as applicable (or, in the case of a Corresponding Class B Share, to Pubco), in each case free and clear of any liens, encumbrances or restrictions, concurrently with the Termination of Employment or Service, and shall no longer be deemed outstanding, without the payment of consideration or notice from Aggregator, Cure TopCo or Pubco and without the need for further action on the part of any Person.

4.4. Except as provided in this Agreement, from and after the IPO Closing Date, Executive shall have all the rights of a member of Aggregator with respect to the Incentive LLC Units and as a stockholder of Pubco with respect to the Corresponding Class B Shares, including the right to vote the Corresponding Class B Share in respect of a Vested Unit; provided, that any capital stock or securities of Aggregator or Pubco that Executive receives with respect to the Incentive LLC Units or Corresponding Class B Shares through a stock dividend, stock split, reverse stock split, recapitalization, or similar transaction will be subject to the same restrictions applicable to the Incentive LLC Units or Corresponding Class B Shares with respect to which such capital stock or other securities was distributed or received, as set forth in this Agreement. Executive will be the record owner of each Incentive LLC Unit until or unless such Incentive LLC Unit reverts to Aggregator as provided under this Agreement or is Transferred in accordance with the terms of this Agreement and the Aggregator LLC Agreement, and as record owner will be entitled to all rights granted to owners of the LLC Units of Aggregator, except as expressly provided under this Agreement or the Aggregator LLC Agreement.

4.5. The Corresponding Incentive Units and Incentive LLC Units shall be uncertificated unless otherwise determined by Cure TopCo, in the case of the Corresponding Incentive Units, or Aggregator, in the case of the Incentive LLC Units.

4.6. If Executive is not already a party to the Aggregator LLC Agreement, then Executive agrees that upon execution of this Agreement, Executive agrees to join and become a party to the Aggregator LLC Agreement and be fully bound by, and subject to all of the covenants, terms and conditions of the Aggregator LLC Agreement as though an original party thereto and Aggregator agrees to accept Executive as a party to the Aggregator LLC Agreement and that this Agreement shall serve as Executive’s joinder to the Aggregator LLC Agreement.

4.7. By virtue of the issuance of the Incentive LLC Units hereunder and Executive's execution of this Agreement, Executive shall be deemed to have granted a power of attorney to the Board of Directors of Aggregator with respect to all Incentive LLC Units owned by Executive and acquired by Executive hereunder, which power of attorney shall, for the avoidance of doubt, include a grant by Executive of a perpetual and irrevocable power of attorney to Aggregator, with full right, power and authority to take all actions necessary and/or desirable on behalf of Executive to effectuate the provisions of this Section 4.

5. Compensation Committee Discretion. The Compensation Committee shall in good faith make all determinations necessary or appropriate to determine whether the Incentive LLC Units shall have become vested. The Compensation Committee's determinations shall be final, binding and conclusive upon all parties, absent manifest error or bad faith. The Compensation Committee may, in its sole discretion, provide for accelerated vesting of any portion of the Incentive LLC Units at any time and for any reason.

6. No Right to Continued Service. Executive agrees that no provision contained in this Agreement shall entitle Executive to remain employed by the Company Group, affect the right of the Company Group to Terminate Executive's employment at any time, or confer on Executive any right to employment for a fixed term.

7. Restrictive Covenants. [Executive hereby acknowledges and agrees that Executive will continue to be subject to the restrictive covenants set forth in the Incentive Unit Agreement which are incorporated herein by reference as if such provisions were set forth herein in full.]

8. Executive Representations. Executive shall be deemed to acknowledge and make the following representations and warranties and as otherwise may be requested by Cure TopCo or Aggregator for compliance with applicable laws, and any issuances of Incentive LLC Units by Aggregator and any issuance of Corresponding Incentive Units by Cure TopCo hereunder shall be made in reliance upon the express representations and warranties of Executive:

8.1. Executive is acquiring and will hold the Incentive LLC Units to be issued hereunder for investment for Executive's account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act or other applicable securities laws.

8.2. Executive will not Transfer the Incentive LLC Units in violation of this Agreement, the Aggregator LLC Agreement, the Securities Act (or the rules and regulations promulgated thereunder) or under any other applicable securities laws; provided that, the foregoing shall in no way limit Executive's ability to Transfer the Incentive LLC Units pursuant to the provisions of the Aggregator LLC Agreement. Executive agrees that Executive will not Transfer the Incentive LLC Units to be issued hereunder unless and until Executive has complied with all requirements of this Agreement and the Aggregator LLC Agreement applicable to the disposition of such Incentive LLC Units.

8.3. Executive has had the opportunity to ask questions and receive answers from Cure TopCo and Aggregator concerning the terms and conditions of the issuance of the Incentive LLC Units and to obtain any additional information which Cure TopCo or Aggregator possesses or can acquire without unreasonable effort or expense that Executive has requested.

8.4. Executive is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Incentive LLC Units and the Corresponding Incentive Units.

8.5. Executive has only relied on the advice of, or has consulted with, Executive's own legal, financial and tax advisors, and the determination of Executive to acquire Incentive LLC Units pursuant to this Agreement has been made by Executive independent of any statements or opinions as to the advisability of such acquisition or as to the properties, business, prospects or condition (financial or otherwise) of Cure TopCo, Aggregator or any of their respective Subsidiaries which may have been made or given by any other Person (including all Persons acquiring Incentive LLC Units on the date hereof) or by any agent or employee of such Person and independent of the fact that any other Person has decided to become a holder of Incentive LLC Units.

8.6. Executive hereby represents and warrants that Executive is an "accredited investor" as defined in Rule 501(a)(6) of Regulation D of the Securities Act as the result of having (i) individual income in excess of \$200,000 in each of 2019 and 2020, or joint income with Executive's spouse in excess of \$300,000 in each of 2019 and 2020, and (ii) a reasonable expectation of having individual income in excess of \$200,000 in 2021, or joint income with Executive's spouse in excess of \$300,000 in 2021.

9. Specific Performance. Each of the parties agrees that any breach of the terms of this Agreement will result in irreparable injury and damage to the other parties, for which there is no adequate remedy at law. Each of the parties therefore agrees that in the event of a breach or any threat of breach, the other parties shall be entitled to an immediate injunction and restraining order to prevent such breach, threatened breach or continued breach, and/or compelling specific performance of this Agreement, without having to prove the inadequacy of money damages as a remedy or balancing the equities between the parties. Such remedies shall be in addition to any other remedies (including monetary damages) to which the other parties may be entitled at law or in equity. Each party hereby waives any requirement for the securing or posting of any bond in connection with any such equitable remedy.

10. Amendments and Waivers. The Board shall have the right to amend this Agreement with the consent of Executive; provided, however, that to the extent necessary under any applicable law, regulation, or exchange requirement, no amendment shall be effective unless approved by the members of Aggregator if required by applicable law, regulation, or exchange requirement.

11. Governing Law; Venue; Service of Process; Waiver of Jury Trials.

11.1. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any dispute relating hereto shall be heard in the state or federal courts of Delaware, and the parties agree to jurisdiction and venue therein (it being understood and agreed that any order from any such court may be enforced in any other jurisdiction). Each of the parties hereto hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action, or cause of action arising under or related to this Agreement whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise. The parties hereto each hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury and that the parties hereto may file an original counterpart of a copy of this Agreement with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

11.2. Executive (i) agrees that service of process in any such claim, demand, action, proceeding or cause of action arising under this Agreement may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party, in the case of Executive, at Executive's address shown in the books and records of Aggregator or Cure TopCo, in the case of Aggregator, at Aggregator's principal offices, attention General Counsel, or in the case of Cure TopCo, at Cure TopCo's principal offices, attention General Counsel, and (ii) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by the laws of the State of Delaware.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

13. Notice. Unless otherwise provided herein, all notices, requests, demands, claims and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been duly received (a) upon receipt by hand delivery, (b) upon receipt after being mailed by certified or registered mail, postage prepaid, (c) the next business day after being sent via a nationally recognized overnight courier, or (d) upon confirmation of delivery if transmitted by electronic mail in portable document format (PDF format) with an electronic read receipt requested, to the email address indicated (provided a copy thereof is also sent by one of the other methods described in this Section 13). Such notices, demands and other communications shall be sent to the address, email address or facsimile number indicated below:

(a) If to Aggregator or Cure TopCo:

Cure Aggregator, LLC
Cure TopCo, LLC
c/o New Mountain Capital, L.L.C.
787 Seventh Avenue
New York, NY 10019
Attention: Vignesh Aier and Kyle Peterson
E-mail: vaier@newmountaincapital.com
kpeterson@newmountaincapital.com

Cure TopCo, LLC
4055 Valley View Lane, Suite 400
Dallas, Texas 75244
Attention: Bradford Kyle Armbrester and Steven Senneff
Email: karmbrester@signifyhealth.com
ssenneff@signifyhealth.com

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

Davis Polk & Wardwell, LLP
450 Lexington Avenue
New York, NY 10017
Attention: Shane Tintle and Jeffrey P. Crandall
Email: shane.tintle@davispolk.com
jeffrey.crandall@davispolk.com

(b) If to Executive, at the most recent address or electronic mail address contained in the Aggregator's and Cure TopCo's records.

14. Dispute Resolution. Any dispute or disagreement which may arise under, or as a result of, or which may in any way relate to, the interpretation, or construction or of this Agreement shall be determined by the Compensation Committee, in good faith, whose determination shall be final, binding and conclusive for all purposes.

15. Successors and Assigns. This Agreement shall be binding on, inure to the benefit of and be enforceable by Cure TopCo, Aggregator, Executive and their respective personal representatives, heirs, successors and assigns (including all subsequent holders of one or more of the Incentive LLC Units). Any Person acquiring or claiming an interest in an Incentive LLC Unit, in any manner whatsoever, shall be subject to and bound by all terms, conditions and restrictions of this Agreement without regard to whether such Person has executed a counterpart hereof or any other document contemplated hereby.

16. Notice. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when delivered or sent in accordance with Section 9.5 of the Aggregator LLC Agreement (to, in the case of Executive, the address kept on file in Cure TopCo's or Aggregator's records).

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. A facsimile or portable document format (PDF) copy of a counterpart signature page to this Agreement shall be deemed an original for all purposes.

18. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, member, manager or representative of any party hereto in respect of such subject matter. Without limiting the forgoing, this Agreement supersedes and replaces the Incentive Unit Agreement (other than with respect to any restrictive covenants set forth therein) which shall be of no further force and effect as of the IPO Closing Date.

19. Transfer of Personal Data. Executive authorizes, agrees and unambiguously consents to the transmission by Cure TopCo or Aggregator (or any Affiliate of Cure TopCo or Aggregator) of any personal data information related to the Incentive LLC Units awarded under this Agreement for legitimate business purposes. This authorization and consent is freely given by Executive.

20. Effectiveness. This Agreement shall be effective as of the IPO Closing Date (contingent on the closing of the IPO). If the IPO Closing Date does not occur for any reason, then (a) this Agreement shall be null and void, and (b) Executive shall continue to own the Incentive Units subject to the Third Amended and Restated Aggregator LLC Agreement, the Second Amended and Restated LLC Agreement and the Incentive Unit Agreement.

[Signature Page Follows]

**SIGNATURE PAGE
TO
INCENTIVE UNIT AGREEMENT**

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

Print Name: _____

CURE TOPCO, LLC

By: _____

Name: _____

Title: _____

CURE AGGREGATOR, LLC

By: _____

Name: _____

Title: _____

Appendix A

**ELECTION TO INCLUDE AMOUNT IN GROSS INCOME PURSUANT TO
SECTION 83(b) OF THE INTERNAL REVENUE CODE**

On February 12, 2021, the undersigned acquired [●] LLC Units (the "Incentive LLC Units") of Cure Aggregator, LLC, a Delaware limited liability company ("Aggregator") for \$[●] per Incentive LLC Unit. The total amount paid by the undersigned for the Incentive LLC Units was \$[●]. The Incentive LLC Units are subject to a substantial risk of forfeiture (described below) that may not be avoided by a transfer of the Incentive LLC Units to another person and are also subject to certain restrictions on transfer.

The undersigned desires to make an election to have the receipt of the Incentive LLC Units taxed under the provisions of Code §83(b) at the time the undersigned acquired the Incentive LLC Units.

Therefore, pursuant to Code §83(b) and Treasury Regulation §1.83-2 promulgated thereunder, the undersigned hereby makes an election, with respect to the Incentive LLC Units (described below), to report as taxable income for calendar year 2021 the excess (if any) of the Incentive LLC Units' fair market value on February 12, 2021 over the purchase price thereof.

The following information is supplied in accordance with Treasury Regulation §1.83-

2(e):

1. The name, address and social security number of the undersigned:

Name: [●]

Address: [●]

SSN: _____

2. A description of the property with respect to which the election is being made: [●] LLC Units of Aggregator.
3. The date on which the Incentive LLC Units were transferred: February 12, 2021. The taxable year for which such election is made: 2021.
4. The restrictions to which the property is subject: Under certain circumstances, the Incentive LLC Units may be forfeited.
5. The fair market value on February 12, 2021 of the property with respect to which the election is being made, determined in accordance with IRS Revenue Procedure 93-27 and without regard to any lapse restrictions: \$[●] per Incentive LLC Unit.
6. The amount paid or to be paid for such property: \$[●] per Incentive LLC Unit.

* * * * *

A copy of this election has been furnished to Aggregator pursuant to Treasury Regulations §1.83-2(d).

Dated: _____, 2021

Appendix B

Number of Incentive LLC Units: [●]

Number of Corresponding Incentive Units: [●]

Number of Time-Based Units: [●]

Number of Performance-Based Units: [●]

Time-Based Unit Vesting Schedule:

25% on [●]

25% on [●]

25% on [●]

25% on [●]

Performance-Based Unit Vesting Schedule:

Percentage Vesting

[●]

[●]

Cash-on-Cash Return

[●] times the Base Equity Value

[●] times the Base Equity Value
