

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blink Health, Ltd.		06/05/2019	Company: BERMUDA
RECEIVING PARTY DATA			
Name:	Blink Health Inc.		
Street Address:	1407 Broadway, Suite 2100		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5225683	BLINK	
Registration Number:	5423905	THE LESS YOU PAY, THE BETTER YOU FEEL	
Registration Number:	5423922	THE CURE FOR HIGH DRUG PRICES	
Registration Number:	5991864	LOWEST RX PRICES, EVERY DAY	
Registration Number:	6003284	BLINK SMART DEAL	
Registration Number:	5225684	BLINK HEALTH	
Serial Number:	88144886	THE APP FOR AMAZINGLY INEXPENSIVE DRUG P	
Serial Number:	88232597	BLINK PLUS	
Serial Number:	88232589	BLINK HEALTH PLUS	
Serial Number:	88284497	BLINK HEALTH EXPRESS	
Serial Number:	88284514	BLINK EXPRESS	
Serial Number:	88144868	AMAZINGLY INEXPENSIVE	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.338.3528		
Email:	sschoepfer@foley.com		
Correspondent Name:	Robert S. Weisbein, Julie McGinnis		
Address Line 1:	3000 K STREET, N.W., SUITE 600		
TRADEMARK			

OP \$315.00 5225683

Address Line 4: WASHINGTON, D.C. 20007-5109

ATTORNEY DOCKET NUMBER: 107637-0103

NAME OF SUBMITTER: Julie McGinnis, Foley & Lardner LLP

SIGNATURE: /Julie A. McGinnis/

DATE SIGNED: 04/23/2020

Total Attachments: 31

source=BLINK HEALTH LTD - DE - Certificate of Domestication#page1.tif
source=BLINK HEALTH LTD - DE - Certificate of Domestication#page2.tif
source=BLINK HEALTH LTD - DE - Certificate of Domestication#page3.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page1.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page2.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page3.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page4.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page5.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page6.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page7.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page8.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page9.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page10.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page11.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page12.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page13.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page14.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page15.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page16.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page17.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page18.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page19.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page20.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page21.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page22.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page23.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page24.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page25.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page26.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page27.tif
source=BLINK HEALTH INC - DE - Certificate of Incorporation#page28.tif

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DOMESTICATION OF "BLINK HEALTH LTD.", FILED IN THIS OFFICE THE FIFTH DAY OF JUNE, A.D. 2019, AT 12:11 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



7453357 8100D
SR# 20195256790

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202965391
Date: 06-05-19

TRADEMARK
REEL: 006982 FRAME: 0003

**CERTIFICATE OF CORPORATE DOMESTICATION
OF BLINK HEALTH LTD.**

Pursuant to Section 388
of the General Corporation Law of the State of Delaware

Blink Health Ltd., presently a company organized and existing under the laws of Bermuda (the "Corporation"), DOES HEREBY CERTIFY:

1. The Corporation was first formed on July 15, 2015 under the laws of Bermuda.
2. The name of the Corporation immediately prior to the filing of this Certificate of Corporate Domestication with the Secretary of State of the State of Delaware was Blink Health Ltd.
3. The name of the Corporation as set forth in the Certificate of Incorporation being filed with the Secretary of State of the State of Delaware in accordance with Section 388(b) of the General Corporation Law of the State of Delaware is Blink Health Inc.
4. The jurisdiction that constituted the seat, siege social, or principal place of business or central administration of the Corporation immediately prior to the filing of this Certificate of Corporate Domestication was Bermuda.
5. The domestication has been approved in the manner provided for by the document, instrument, agreement or other writing, as the case may be, governing the internal affairs of the Corporation and the conduct of its business or by applicable non-Delaware law, as appropriate.

[Signature Page Follows]


{00690757.DOCX.1}
RLF1 21336496v.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:11 PM 06/05/2019
FILED 12:11 PM 06/05/2019
SS 01251811 File Number 7453357
TRADEMARK

REEL: 006982 FRAME: 0004

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its duly authorized officer on this 31st day of May, 2019.

BLINK HEALTH LTD., a company existing under the laws of Bermuda

By: 
Name: Geoffrey Chaiken
Title: CEO

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "BLINK HEALTH INC." FILED IN THIS OFFICE ON THE FIFTH DAY OF JUNE, A.D. 2019, AT 12:11 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



7453357 8100D
SR# 20195256790

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202965391
Date: 06-05-19

TRADEMARK
REEL: 006982 FRAME: 0006

CERTIFICATE OF INCORPORATION
OF
BLINK HEALTH INC.

FIRST: The name of this corporation is Blink Health Inc. (the “**Corporation**”).

SECOND: The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive in the City of Wilmington, County of New Castle 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law. The Corporation is being incorporated in connection with the domestication of Blink Health Ltd., a Bermuda company (“**Blink Bermuda**”), to a Delaware corporation (the “**Domestication**”), and this Certificate of Incorporation is being filed simultaneously with the Certificate of Corporate Domestication of Blink Bermuda (the “**Certificate of Domestication**”).

FOURTH: Unless the context otherwise requires, the terms defined below shall have the meanings herein specified.

“Affiliate” means with respect to any specified Person, any other Person that directly or indirectly controls, or is under direct or indirect common control with, or is directly or indirectly controlled by, such specified Person and shall also include (x) any other Person of which the specified Person or any of its Affiliates shall, directly or indirectly, own at least ten percent (10%) of such Person’s then outstanding Capital Securities; and (y) if such specified Person is an individual, any member of the immediate family of such Person or any entity established for the primary benefit of any of such family members for estate planning purposes. As used in this definition, “control”, including, its correlative meanings, “controlled by” and “under common control with”, shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise).

“Affiliated Entity” means any Subsidiary of the Corporation or Affiliate of the Corporation.

“Board” has the meaning set forth in Article Sixth.

“Bylaws” mean the bylaws of the Corporation as the same may be amended, modified, supplemented or restated from time to time.

“Business Day” means any day other than a Saturday, Sunday or a legal holiday in New York, New York or any other day on which commercial banks in New York, New York are authorized by law or government decree to close.

“Capital Securities” means as to any Person that is a corporation or similar entity, the authorized shares of such Person’s capital stock, including all classes of common, preferred, voting and nonvoting capital stock, and, as to any Person that is not a corporation or similar entity or an individual, the ownership or membership interests in such Person, including, without

limitation, the right to share in profits and losses, the right to receive distributions of cash and property, and the right to receive allocations of items of income, gain, loss, deduction and credit and similar items from such Person, whether or not such interests include voting or similar rights entitling the holder thereof to exercise control over such Person.

“Cause” with respect to the termination of employment or other engagement of any Former Service Provider, shall have the meaning given to such term in an employment agreement or other agreement in effect at the time of termination of the employment or other engagement between such Person and the Corporation or any Subsidiary of the Corporation (regardless of whether or not it expires) or, if none (or if such term is not defined therein), “Cause” shall mean: (i) such Person’s arbitrary, unreasonable or willful failure to perform, in any material respect, such Person’s duties to the Corporation and those duties assigned by the Board from time to time or arbitrary, unreasonable or willful failure or refusal to comply in any material respect with the policies, standards and regulations of the Corporation which from time to time may be established by the Board (including without limitation maligning or not otherwise supporting the interests and reputation of the Corporation), within ten (10) days after notice from the Corporation specifying the nature of the default in reasonable detail (i.e., how such Person has failed to perform or comply) or, if the default cannot be cured within such 10-day period, failure of such Person within such 10-day period to commence and pursue curative action with reasonable diligence, or if such default is at any time cured, such default recurs; (ii) such Person’s gross negligence or willful misconduct in the performance of such Person’s duties to the Corporation; (iii) such Person’s commission of an act constituting fraud, embezzlement, breach of any fiduciary duty owed to the Corporation or its Shareholders or other material dishonesty with respect to the Corporation; (iv) such Person’s conviction of, or the filing of a plea of nolo contendere or its equivalent with respect to, a felony or any other crime involving dishonesty or moral turpitude; (v) such Person’s censure or other formal discipline by any regulatory body or governmental entity; (vi) other misconduct that is materially injurious to the Corporation (whether from a monetary perspective or otherwise), including without limitation, substance abuse (the use of alcohol or illegal substances including misuse of otherwise legally obtained medications that otherwise interferes with such Person’s ability to perform in any material respect such Person’s duties to the Corporation); or (vii) such Person’s material breach of his or her obligations under such Person’s employment or other engagement agreement (including any non-competition, non-solicitation, non-disclosure or invention assignment agreement and dispute resolution program).

“Certificate of Incorporation” means the Certificate of Incorporation of the Corporation as amended and/or restated from time to time.

“Class A-1 Common Stock” has the meaning set forth in Article Fifth.

“Class A-2 Common Stock” has the meaning set forth in Article Fifth.

“Class B Common Stock” has the meaning set forth in Article Fifth.

“Code” means the U.S. Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

“Common Stock” means the Class A-1 Common Stock, Class A-2 Common Stock, Class B Common Stock and Incentive Common Stock, collectively.

“Director” has the meaning set forth in Article Sixth.

“Fair Market Value” means, with respect to any asset as of any given date of determination, the fair market value thereof as reasonably determined in good faith by the Board in its sole discretion.

“Founders” mean Geoffrey Chaiken and Matthew Chaiken.

“General Corporation Law” means the General Corporation Law of the State of Delaware, as amended from time to time.

“Hurdle Rate” means (i) \$0.01 with respect to shares of Series 1 Incentive Stock, (ii) \$1.20 with respect to shares of Series 2 Incentive Stock, (iii) \$2.38 with respect to shares of Series 3 Incentive Stock, (iv) \$4.80 with respect to shares of Series 4 Incentive Stock, (v) \$7.11 with respect to shares of Series 5 Incentive Stock, (vi) \$7.30 with respect to shares of Series 6 Incentive Stock, (vii) \$10.40 with respect to shares of Series 7 Incentive Stock, and (viii) \$10.50 with respect to shares of Series 8 Incentive Stock, in each case, subject to adjustment in the event of a combination or split of shares of Incentive Common Stock.

“Incentive Common Stock” has the meaning set forth in Article Fifth.

“Person” includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Personal Representative” means the successor or legal representative (including without limitation, a guardian, executor, administrator or conservator) of a deceased or incompetent Shareholder.

“Requisite Holders” means the holders of at least fifty one percent (51%) of the voting power of the outstanding shares of Series Preferred Stock, voting together as a single class.

“Securities Act” means the United States Securities Act of 1933, as amended, or any successor statute.

“Series A Original Issue Price” means \$7.113 per share of Series A Preferred Stock, subject to adjustment as provided herein.

“Series A-2 Original Issue Price” means \$16.25 per share of Series A-2 Preferred Stock, subject to adjustment as provided herein.

“Series A-3 Original Issue Price” means \$17.7825 per share of Series A-3 Preferred Stock, subject to adjustment as provided herein.

“Series B Original Issue Price” means \$34.75 per share of Series B Preferred Stock, subject to adjustment as provided herein.

“Series B-2 Original Issue Price” means \$34.75 per share of Series B-2 Preferred Stock, subject to adjustment as provided herein.

“Series A Preferred Stock” has the meaning set forth in Article Fifth.

“Series A-2 Preferred Stock” has the meaning set forth in Article Fifth.

“Series A-3 Preferred Stock” has the meaning set forth in Article Fifth.

“Series B Preferred Stock” has the meaning set forth in Article Fifth.

“Series B-2 Preferred Stock” has the meaning set forth in Article Fifth.

“Series Preferred Stock” means, collectively, the Series A Preferred Stock, the Series A-2 Preferred Stock, the Series A-3 Preferred Stock, the Series B Preferred Stock and the Series B-2 Preferred Stock and each other class or series of Preferred Stock authorized herein and which provides that it shall be Series Preferred Stock.

“Shareholder” means the Person or Persons registered in the stock ledger of the Corporation as the holder of record of Shares.

“Shares” means, collectively, the shares in the capital of the Corporation, including the Series A Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock, Series B Preferred Stock, Series B-2 Preferred Stock, Class A-1 Common Stock, Class A-2 Common Stock, Incentive Common Stock, Class B Common Stock and any other class or series of shares of the Corporation created hereafter, and includes fractions of a Share.

“Subsidiary(ies)” means any Person the majority of the Capital Securities of which, directly or indirectly, through one or more Persons is owned or controlled by another Person. As used in this definition, “control,” including, its correlative meanings, “controlled by” and “under common control with,” shall mean possession, directly or indirectly, of unilateral power to direct or cause the direction of management or policies (whether through ownership of Capital Securities, by contract or otherwise).

“Transfer” has the meaning set forth in Article Seventh, Paragraph (A).

“Unvested Incentive Shares” means issued shares of Incentive Common Stock that have not yet vested pursuant to the applicable agreement under which such shares were issued.

“Vested Incentive Shares” means shares of Incentive Common Stock that have vested pursuant to the applicable agreement under which such shares were issued.

FIFTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 52,384,190 comprised of the following classes (i) 20,000,000 shares of Class A-1 Common Stock, \$0.00001 par value per share (“**Class A-1 Common Stock**”), (ii)

10,000,000 shares of Class A-2 Common Stock, \$0.00001 par value per share (“**Class A-2 Common Stock**”), (iii) 1,920,000 shares of Class B Common Stock, \$0.00001 par value per share (“**Class B Common Stock**”), (iv) 2,094,227 shares of Incentive Common Stock, \$0.00001 par value per share (“**Incentive Common Stock**”), and (v) 18,369,963 shares of Preferred Stock, \$0.00001 par value per share (“**Preferred Stock**”). The Incentive Common Stock is divided into eight series as follows: (i) 217,094 shares of Series 1 Incentive Common Stock (the “**Series 1 Incentive Stock**”); (ii) 444,654 shares of Series 2 Incentive Common Stock (the “**Series 2 Incentive Stock**”); (iii) 600,632 shares of Series 3 Incentive Common Stock (the “**Series 3 Incentive Stock**”); (iv) 134,325 shares of Series 4 Incentive Common Stock (the “**Series 4 Incentive Stock**”); (v) 3,515 shares of Series 5 Incentive Common Stock (the “**Series 5 Incentive Stock**”); (vi) 232,871 shares of Series 6 Incentive Common Stock (the “**Series 6 Incentive Stock**”); (vii) 5,755 shares of Series 7 Incentive Common Stock (the “**Series 7 Incentive Stock**”); and (viii) 455,381 shares of Series 8 Incentive Common Stock (the “**Series 8 Incentive Stock**”). The number of authorized shares of Class A-1 Common Stock, Class A-2 Common Stock, Class B Common Stock, Incentive Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of Class A-1 Common Stock, Class A-2 Common Stock, Class B Common Stock, Incentive Common Stock or the Preferred Stock voting separately as a class shall be required therefor, unless a vote of any such holder is required pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock).

Upon the filing of the Certificate of Domestication and this Certificate of Incorporation (the “**Effective Time**”), (i) each Common Share of Blink Bermuda issued and outstanding and held by a Shareholder other than a Founder or an Affiliate of a Founder immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Class A-1 Common Stock, without any action required on the part of the Corporation or the holders thereof; (ii) each Common Share of Blink Bermuda issued and outstanding and held by a Founder or an Affiliate of a Founder immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Class A-2 Common Stock, without any action required on the part of the Corporation or the holders thereof; (iii) each Incentive Share of Blink Bermuda having a hurdle rate of \$0.01 issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series 1 Incentive Stock, without any action required on the part of the Corporation or the holders thereof; (iv) each Incentive Share of Blink Bermuda having a hurdle rate of \$1.20 issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series 2 Incentive Stock, without any action required on the part of the Corporation or the holders thereof; (v) each Incentive Share of Blink Bermuda having a hurdle rate of \$2.38 issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series 3 Incentive Stock, without any action required on the part of the Corporation or the holders thereof; (vi) each Incentive Share of Blink Bermuda having a hurdle rate of \$4.80 issued and outstanding immediately prior to the Effective

Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series 4 Incentive Stock, without any action required on the part of the Corporation or the holders thereof; (vii) each Incentive Share of Blink Bermuda having a hurdle rate of \$7.11 issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series 5 Incentive Stock, without any action required on the part of the Corporation or the holders thereof; (viii) each Incentive Share of Blink Bermuda having a hurdle rate of \$7.30 issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series 6 Incentive Stock, without any action required on the part of the Corporation or the holders thereof; (ix) each Incentive Share of Blink Bermuda having a hurdle rate of \$10.40 issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series 7 Incentive Stock, without any action required on the part of the Corporation or the holders thereof; (x) each Incentive Share of Blink Bermuda having a hurdle rate of \$10.50 issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series 8 Incentive Stock, without any action required on the part of the Corporation or the holders thereof; (xi) each Class B Common Share of Blink Bermuda issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Class B Common Stock, without any action required on the part of the Corporation or the holders thereof; (xii) each Series A Preferred Share of Blink Bermuda issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series A Preferred Stock, without any action required on the part of the Corporation or the holders thereof; (xiii) each Series A-2 Preferred Share of Blink Bermuda issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series A-2 Preferred Stock, without any action required on the part of the Corporation or the holders thereof; (xiv) each Series A-3 Preferred Share of Blink Bermuda issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series A-3 Preferred Stock, without any action required on the part of the Corporation or the holders thereof; (xv) each Series B Preferred Share of Blink Bermuda issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series B Preferred Stock, without any action required on the part of the Corporation or the holders thereof; and (xvi) each Series B-2 Preferred Share of Blink Bermuda issued and outstanding immediately prior to the Effective Time will for all purposes be deemed to be one (1) issued and outstanding, fully paid and nonassessable share of Series B-2 Preferred Stock, without any action required on the part of the Corporation or the holders thereof.

Except as otherwise determined by the Board, shares of Common Stock and Preferred Stock shall not be represented by any certificate and no Shareholder shall be entitled to a certificate specifying the number or class of Shares held by such Shareholder.

The Board is hereby expressly authorized to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers, if any, of the shares of such series, and the preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

The following is a statement of the designations and the powers, rights and preferences, and the qualifications, limitations or restrictions thereof in respect of the Common Stock and Preferred Stock.

A. Common Stock

1. Voting. Each share of Class A-1 Common Stock shall be entitled to one (1) vote on any matter required or permitted to be voted on or approved by the Shareholders. Each share of Class A-2 Common Stock shall be entitled to ten (10) votes on any matter required or permitted to be voted on or approved by the Shareholders. Except as required by law or as otherwise provided herein, the Class B Common Stock and Incentive Common Stock shall not be entitled or permitted to vote on any matter. There shall be no cumulative voting.

2. Incentive Common Stock. The shares of Incentive Common Stock shall be deemed issued pursuant to, and subject to, the terms and conditions of an Incentive Share Agreement, approved by the Board, setting forth the terms and conditions governing such shares, and a related plan or agreement relating to the Incentive Common Stock, approved by the Board.

3. Dividends. Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock (including any Series Preferred Stock) or any class or series of stock having a preference over or the right to participate with the Common Stock with respect to the payment of dividends, dividends may be declared and paid ratably on the Common Stock out of the assets of the Corporation which are legally available for this purpose at such times and in such amounts as the Board in its discretion shall determine. No dividend may declared on any class or series of Common Stock without an equal dividend being declared on each other class or series of Common Stock; provided, however, that in the event the dividend is declared in the form of shares of Common Stock, then holders of Class A-1 Common Stock shall receive the dividend in the form of shares of Class A-1 Common Stock, the holders of Class A-2 Common Stock shall receive the dividend in the form of shares of Class A-2 Common Stock, the holders of Class B Common Stock shall receive the dividend in the form of shares Class B Common, the holders of Series 1 Incentive Stock shall receive the dividend in the form of shares of Series 1 Incentive Stock, the holders of Series 2 Incentive Stock shall receive the dividend in the form of shares of Series 2 Incentive Stock, the holders of Series 3 Incentive Stock

shall receive the dividend in the form of shares of Series 3 Incentive Stock, the holders of Series 4 Incentive Stock shall receive the dividend in the form of shares of Series 4 Incentive Stock, the holders of Series 5 Incentive Stock shall receive the dividend in the form of shares of Series 5 Incentive Stock, the holders of Series 6 Incentive Stock shall receive the dividend in the form of shares of Series 6 Incentive Stock, the holders of Series 7 Incentive Stock shall receive the dividend in the form of shares of Series 7 Incentive Stock, and the holders of Series 8 Incentive Stock shall receive the dividend in the form of shares of Series 8 Incentive Stock. The Corporation may not combine or subdivide any class or series of Common Stock without effecting a proportionate combination or subdivision of each other class or series of Common Stock.

4. Distribution upon Dissolution. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event (as defined below), after the payment of all preferential amounts required to be paid to the holders of shares of Series Preferred Stock and any other series of Preferred Stock, the remaining assets of the Corporation available for distribution to holders of Shares (the “**Remaining Assets**”) shall be distributed to the holders of shares of Class A-1 Common Stock, Class A-2 Common Stock, Class B Common Stock and Incentive Common Stock pro rata according to their relative proportionate ownership of all such shares. Notwithstanding the foregoing, distributions of Remaining Assets shall not be made to holders of shares of Incentive Common Stock unless the Remaining Assets distributable to holders of shares of Incentive Common Stock exceed the Hurdle Rate applicable to such shares of Incentive Common Stock, and then only as and to the extent of such excess. Any Remaining Assets not distributed to holders of shares of Incentive Common Stock pursuant to the preceding sentence shall be reallocated and distributed to the holders of shares of Class A-1 Common Stock, Class A-2 Common Stock, Class B Common Stock and Incentive Common Stock (subject to the applicable Hurdle Rate) in accordance with this Section.

5. Conversion of Class A-2 Common Stock. Each share of Class A-2 Common Stock shall automatically, without further action by the Corporation or the holder thereof, convert into one (1) fully-paid and nonassessable share of Class A-1 Common Stock upon the Transfer of such share to a person who is not a Founder or an Affiliate of a Founder. For purposes of this Section, a Transfer shall not include a pledge, mortgage or hypothecation of shares of Class A-2 Common Stock until such time as the shares of Class A-2 Common Stock subject to such pledge, mortgage or hypothecation are foreclosed upon in a manner that such shares are no longer owned by a Founder or an Affiliate of a Founder.

6. Redemption

6.1 Redemption Upon Termination of Employment or Engagement. In the event (i) the employment of an employee or the engagement of a consultant with the Corporation and/or its Affiliated Entities has terminated (such employee or consultant, a “**Former Service Provider**”) for any reason other than Cause or (ii) an employee, service provider or former employee or service provider of the Corporation is in breach of any restrictive covenant, non-competition or non-solicitation

agreement, policy, dispute resolution program or other agreement between such person and the Corporation, the Corporation, subject to having lawful funds, may, but shall not be obligated to, redeem all or any portion of the Vested Incentive Shares and/or shares of Class B Common Stock held by such Former Service Provider and/or his or her Personal Representative at the then Fair Market Value thereof, or as otherwise provided in an applicable award or grant agreement applicable to such stock or any other applicable employment or consultant agreement, and, to the extent not inconsistent with the foregoing, on such other terms and conditions as may be determined in good faith by the Board. The Corporation may assign its rights under this Section 6.1 to holders of shares of Series Preferred Stock or Class A-1 Common Stock and Class A-2 Common Stock on a pro rata basis based upon the number of Shares owned by such holders, in which case the holders of shares of Series Preferred Stock, Class A-1 Common Stock and Class A-2 Common Stock will have the right to purchase the Vested Incentive Shares and/or the Class B Common Stock subject to the provisions of this Section 6.1 on the same terms and conditions on which the Corporation could redeem such shares.

6.2 Redemption of Shares Upon Removal for Cause. In the event that the employment or engagement of a Former Service Provider is terminated for Cause, subject to the Corporation having lawful funds, all Unvested Incentive Shares, Vested Incentive Shares and/or shares of Class B Common Stock of such Former Service Provider may at the election of the Corporation be redeemed by the Corporation for par value and the Former Service Provider shall have no further rights with respect to such Unvested Incentive Shares, Vested Incentive Shares and/or shares of Class B Common Stock whatsoever upon such redemption. In addition, in the event any Person holding Incentive Common Stock or Class B Common Stock who is or was an employee of the Corporation engages or attempts to engage directly or indirectly, during the term of such holder's employment with the Corporation or for a period of two (2) years following the termination of such employment, in any activity (including, without limitation, as a principal, employee, consultant, advisor, security holder or in any other capacity) that competes with any business conducted by the Corporation during the period of such holder's employment (including, without limitation, any prescription savings service or consumer-oriented healthcare application that provides offers to patients, and allows patients to purchase healthcare products or services), the Incentive Common Stock and Class B Common Stock of such Person shall at the election of the Corporation be redeemed by the Corporation at a redemption price equal to the par value of such shares.

6.3 Procedure. In the event the Corporation determines to redeem, or its assignee elects to purchase, shares of Incentive Common Stock or Class B Common Stock pursuant to Section 6.1 or 6.2, the Corporation shall notify the Former Service Provider and/or his or her Personal Representative in writing of

such election within one hundred eighty (180) days of the Former Service Provider's termination of employment or engagement and, within thirty (30) days after determination of the redemption or purchase price therefor, and the Corporation or the stockholders purchasing the shares, shall pay the redemption or purchase price to the Former Service Provider and/or his or her Personal Representative by check or wire transfer of funds to the account specified by such Persons. The Corporation or the stockholders purchasing the shares under Section 6.1 shall have the option to effect payment of such redemption or purchase price as follows: one-third of such redemption or purchase price to be paid in cash when redeemed or purchased and the balance with a two (2)-year note amortized as to one-half of the principal amount at the end of the first year and the balance at the end of the second year, with simple interest accruing on the outstanding principal balance at the then-applicable minimum "Applicable Federal Rate" as promulgated by the Internal Revenue Service of the United States. Upon payment of the redemption or purchase price, the shares of Incentive Common Stock and Class B Common Stock subject to redemption or purchase shall be deemed redeemed by the Corporation or purchased by the holders of the Series Preferred Stock, Class A Common Stock or Class A-2 Common Stock without any further action being taken by the Former Service Provider, his or her Personal Representative or the Corporation, and shall be cancelled and such shares shall resume the status of authorized but unissued shares of such the class and series.

B. Preferred Stock

1. Designation of Series. 8,510,030 shares of the authorized Preferred Stock are hereby designated "**Series A Preferred Stock**" with the rights, powers, preferences and restrictions, qualifications and limitations set forth herein. 1,846,154 shares of the authorized Preferred Stock are hereby designated "**Series A-2 Preferred Stock**" with the rights, powers, preferences and restrictions, qualifications and limitations set forth herein. 3,100,000 shares of the authorized Preferred Stock are hereby designated "**Series A-3 Preferred Stock**" with the rights, powers, preferences and restrictions, qualifications and limitations set forth herein. 2,544,529 shares of the authorized Preferred Stock are hereby designated "**Series B Preferred Stock**" with the rights, powers, preferences and restrictions, qualifications and limitations set forth herein. 2,369,250 shares of the authorized Preferred Stock are hereby designated "**Series B-2 Preferred Stock**" with the rights, powers, preferences and restrictions, qualifications and limitations set forth herein. Each share of Series Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Class A-1 Common Stock into which the share of Series Preferred Stock is convertible as of the record date for determining shareholders entitled to vote. Except as provided herein or required by applicable law, each share of Series Preferred Stock, Class A-1 Common Stock and Class A-2 Common Stock shall vote together as a single class.

2. Dividends. The Corporation shall not declare, pay or set aside any dividends or distributions on shares of Common Stock (other than dividends on Common Stock payable in shares of Common Stock) unless the shares of Series Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend or distribution in an amount at least equal to that dividend or distribution per share of Series Preferred Stock (as applicable) as would equal the

product of (i) (A) in the case of the Series A Preferred Stock, the dividend payable on each share of Series A Preferred Stock determined as if all shares of Series A Preferred Stock had been converted into shares of Class A-1 Common Stock, (B) in the case of the Series A-2 Preferred Stock, the dividend payable on each share of Series A-2 Preferred Stock determined as if all shares of Series A-2 Preferred Stock had been converted into shares of Class A-1 Common Stock, (C) in the case of the Series A-3 Preferred Stock, the dividend payable on each share of Series A-3 Preferred Stock determined as if all shares of Series A-3 Preferred Stock had been converted into shares of Class A-1 Common Stock, (D) in the case of the Series B Preferred Stock, the dividend payable on each share of Series B Preferred Stock determined as if all shares of Series B Preferred Stock had been converted into shares of Class A-1 Common Stock and (E) in the case of the Series B-2 Preferred Stock, the dividend payable on each share of Series B-2 Preferred Stock determined as if all shares of Series B-2 Preferred Stock had been converted into shares of Class A-1 Common Stock and (ii) the number of shares of Class A-1 Common Stock issuable upon conversion of the applicable share of Series Preferred Stock. Each series of Series Preferred Stock shall rank *pari passu* with respect to the declaration and payment of dividends.

Dividends on shares of the Series Preferred Stock shall be declared as, if and when determined by the Board. The Board shall have the exclusive authority to determine whether there are any funds or assets available for dividends to the holders of Shares. No holder of Shares shall be entitled to any dividend or payment with respect to Shares except as set forth in the General Corporation Law and the Certificate of Incorporation.

3. Series Preferred Stock Protective Provisions. At any time when at least 6,852,453 shares of Series Preferred Stock (subject to appropriate adjustment in the event of any share dividend, share split, combination or other similar recapitalization with respect to the Series Preferred Stock) are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or herein) the written consent or affirmative vote of the Requisite Holders, given in writing or by vote at a meeting, consenting or voting (as the case may be) as a single class:

3.1 amend, alter or repeal any provision of the Certificate of Incorporation in a manner that adversely affects or changes the voting or other powers, preferences or rights of the Series Preferred Stock;

3.2 purchase or redeem (or permit any Subsidiary of the Corporation to purchase or redeem) or pay or declare any dividend or make any distribution on, any Shares (or any Capital Securities of any Subsidiary of the Corporation) other than (i) redemptions of shares of Series Preferred Stock expressly authorized in the Certificate of Incorporation; (ii) dividends or other distributions payable on shares of Common Stock solely in the form of additional shares of Common Stock; (iii) dividends or other distributions required to be declared, paid or set aside in accordance with the Certificate of Incorporation; and (iv) repurchases of shares of Class B Common Stock or Incentive Common Stock from former employees, officers, Directors, consultants or other Persons who performed services for the Corporation or any Subsidiary of the Corporation in connection with the cessation of such employment or service;

3.3 decrease the authorized number of Directors constituting the Board in a manner that eliminates the Series Preferred Director; or

3.4 issue, or agree or commit to issue, to the Founders or their Affiliates any shares of any class or series of Shares, including without limitation any shares of Incentive Common Stock, other than shares issued upon conversion or exchange of previously issued Shares.

4. Waiver or Amendment. Except as otherwise set forth herein and subject to applicable law, any of the rights, powers, preferences and other terms of the Series Preferred Stock set forth herein may be waived or amended on behalf of all holders of shares of Series Preferred Stock by the affirmative written consent or vote of the Requisite Holders, voting together as a single class.

5. Distributions upon Dissolution

5.1 Preferential Payments to Series Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event (as defined below), the holders of shares of Series Preferred Stock then outstanding shall be entitled to be paid on a *pari passu* basis out of the assets of the Corporation available for distribution to holders of Shares before any payment shall be made to the holders of shares of Common Stock, an amount per share equal to the greater of (i) (A) for shares of Series B-2 Preferred Stock, one times (1x) the Series B-2 Original Issue Price, plus any dividends or distributions declared but unpaid thereon, (B) for the shares of Series B Preferred Stock, one times (1x) the Series B Original Issue Price, plus any dividends or distributions declared but unpaid thereon, (C) for the shares of Series A-3 Preferred Stock, one times (1x) the Series A-3 Original Issue Price, plus any dividends or distributions declared but unpaid thereon, (D) for the shares of Series A-2 Preferred Stock, one times (1x) the Series A-2 Original Issue Price, plus any dividends or distributions declared but unpaid thereon, and (E) for the shares of Series A Preferred Stock, one times (1x) the Series A Original Issue Price, plus any dividends or distributions declared but unpaid thereon or (ii) such amount per share of the applicable shares of Series Preferred Stock as would have been payable had all shares of Series Preferred Stock been converted into shares of Class A Common Stock immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series Preferred Liquidation Amount**”). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to the holders of Shares shall be insufficient to pay the holders of shares of Series Preferred Stock their full Series Preferred Liquidation Amount, the holders of shares of Series Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares of Series Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

5.2 Deemed Liquidation Events.

- (a) Each of the following events shall be considered a “**Deemed Liquidation Event**”: (i) a merger or consolidation or other similar business combination (a “**Business Combination**”) in which (A) the Corporation is a constituent party or (B) a Subsidiary of the Corporation is a constituent party and the Corporation issues Shares pursuant to such Business Combination, except any such Business Combination involving the Corporation or a Subsidiary in which the Shares outstanding immediately prior to such Business Combination continue to represent, or are converted into or exchanged for Shares that represent, immediately following such Business Combination, at least a majority, by voting power, of the Capital Securities of the surviving or resulting entity; or if the surviving or resulting entity is a wholly owned Subsidiary of another entity immediately following such Business Combination, the parent entity of such surviving or resulting entity; (ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any Subsidiary of the Corporation of all or substantially all the assets of the Corporation and its Subsidiaries taken as a whole, or the sale or disposition (whether by Business Combination or otherwise) of one or more Subsidiaries of the Corporation if substantially all of the assets of the Corporation and its Subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned Subsidiary of the Corporation; or (iii) in one transaction or a series of related transactions, the sale of Capital Securities of the Corporation representing more than fifty percent (50%) of the aggregate number of outstanding Capital Securities of the Corporation (a “**Share Sale**”).
- (b) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Section 5.2(a)(i) unless the agreement or plan of merger or other Business Combination for such transaction (the “**Business Combination Agreement**”) provides that the consideration payable to the holders of Shares of the Corporation shall be allocated among such holders in accordance with Section 5.1. If the Corporation is a party to a Share Sale, the Corporation shall not have the power to effect such Deemed Liquidation Event unless the share purchase agreement for such transaction provides that the consideration payable to the holders of Shares of the Corporation shall be allocated among the Shareholders in accordance with Section 5.1. In the event of a Deemed Liquidation Event referred to in Section 5.2(a)(i) or Section 5.2(a)(ii), if the Corporation does not effect a dissolution within ninety (90) days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of shares of Series Preferred Stock no later than the ninetieth (90th) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Series Preferred Stock, and (ii) if the Requisite Holders, voting together as a single class, so request in a written

instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall, subject to any limitation imposed by applicable law relating to the existence of lawful funds, use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board), together with any other assets of the Corporation available for distribution to its Shareholders (the “**Available Proceeds**”), on the one hundred fiftieth (150th) day after such Deemed Liquidation Event, to redeem all outstanding shares of Series Preferred Stock at a price per share equal to the Series Preferred Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Series Preferred Stock, or if the Corporation does not at the time have sufficient lawful funds to redeem all outstanding shares of Series Preferred Stock, the Corporation shall redeem a pro rata portion of each holder’s shares of Series Preferred Stock to the fullest extent of such Available Proceeds and lawful funds, based on the preferences set forth in Section 5.1, and shall redeem the remaining Shares as soon as practicable after the Corporation has funds legally available therefor. Prior to the distribution or redemption provided for in this Section 5.2, the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event.

- (c) In the event of a Deemed Liquidation Event referred to in Section 5.2(a)(i), if any portion of the consideration payable to holders of Shares is payable only upon satisfaction of contingencies (the “**Additional Consideration**”), the Business Combination Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the “**Initial Consideration**”) shall be allocated among the holders of Shares in accordance with Section 5.1 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the holders of Shares upon satisfaction of such contingencies shall be allocated among such holders in accordance with Section 5.1 after taking into account the previous payment of the Initial Consideration as part of the same transaction. Consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall not be deemed to be Initial Consideration.

6. Conversion

6.1 Optional Conversion.

Each share of Series Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

(a) Conversion Ratio of Series A Preferred Stock. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of shares of Class A-1 Common Stock as is determined by dividing the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the time of conversion. The “**Series A Conversion Price**” shall initially be equal to the Series A Original Issue Price. Such initial Series A Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into Common Stock, shall be subject to adjustment as provided below.

(b) Conversion Ratio of Series A-2 Preferred Stock. Each share of Series A-2 Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of shares of Class A-1 Common Stock as is determined by dividing the Series A-2 Original Issue Price by the Series A-2 Conversion Price (as defined below) in effect at the time of conversion. The “**Series A-2 Conversion Price**” shall initially be equal to the Series A-2 Original Issue Price. Such initial Series A-2 Conversion Price, and the rate at which shares of Series A-2 Preferred Stock may be converted into Common Stock, shall be subject to adjustment as provided below.

(c) Conversion Ratio of Series A-3 Preferred Stock. Each share of Series A-3 Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of shares of Class A-1 Common Stock as is determined by dividing the Series A-3 Original Issue Price by the Series A-3 Conversion Price (as defined below) in effect at the time of conversion. The “**Series A-3 Conversion Price**” shall initially be equal to the Series A-3 Original Issue Price. Such initial Series A-3 Conversion Price, and the rate at which shares of Series A-3 Preferred Stock may be converted into Common Stock, shall be subject to adjustment as provided below.

(d) Conversion Ratio of Series B Preferred Stock. Each share of Series B Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of shares of Class A-1 Common Stock as is determined by dividing the Series B Original Issue Price by the Series B Conversion Price (as defined below) in effect at the time of conversion. The “**Series B Conversion Price**” shall initially be equal to the Series B Original Issue Price. Such initial Series B Conversion Price, and the rate at which shares of Series B Preferred Stock may be converted into shares of Class A-1 Common Stock, shall be subject to adjustment as provided below.

(e) Conversion Ratio of Series B-2 Preferred Stock. Each share of Series B-2 Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of shares of Class A-1 Common Stock as is determined by dividing the Series B-2 Original Issue Price by the Series B-2 Conversion Price (as defined below) in effect at the time of conversion. The “**Series B-2 Conversion Price**” shall initially be equal to the Series B-2 Original Issue Price. Such initial Series B-2

Conversion Price, and the rate at which shares of Series B-2 Preferred Stock may be converted into shares of Class A-1 Common Stock, shall be subject to adjustment as provided below.

(f) Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series Preferred Stock.

(g) Fractional Shares. No fractional shares of Class A-1 Common Stock shall be issued upon conversion of the Series Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Class A-1 Common Stock as determined by the Board.

6.2 Mechanics of Conversion.

(a) Notice of Conversion. In order for a holder of shares of Series Preferred Stock to voluntarily convert such shares into Class A-1 Common Stock, such holder shall (a) provide written notice to the Corporation that such holder elects to convert all or any number of such holder's shares of Series Preferred Stock and, if applicable, any event on which such conversion is contingent and (b) if such holder's shares are certificated, surrender the certificate or certificates for such shares at the principal office of the Corporation. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the Class A-1 Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the Corporation of such notice and, if applicable, certificates shall be the time of conversion (the "**Conversion Time**"), and the shares of Class A-1 Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) pay in cash such amount as provided in Section 6.1(g) above in lieu of any fraction of a share of Class A Common Stock otherwise issuable upon such conversion and (ii) pay all declared but unpaid dividends or distributions on any shares of converted Series Preferred Stock if such shares were outstanding on the record date of any such dividend or distribution.

(b) Reservation of Shares. The Corporation shall at all times when the Series Preferred Stock are outstanding, reserve and keep available, for the purpose of effecting the conversion of the Series Preferred Stock, such number of its shares of Class A-1 Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series Preferred Stock; and if at any time the number of shares of Class A-1 Common Stock shall not be sufficient to effect the conversion of all then outstanding Series Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its Class A-1 Common Stock to such number of shares as

shall be sufficient for such purposes. Before taking any action which would cause an adjustment reducing the applicable Series A Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price, Series B Conversion Price or Series B-2 Conversion Price below the then par value of the Class A-1 Common Stock issuable upon conversion of the Series A Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock, Series B Preferred Stock or Series B-2 Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Class A-1 Common Stock at such adjusted applicable Series A Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price, Series B Conversion Price or Series B-2 Conversion Price.

(c) Effect of Conversion. All shares of Series Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Class A-1 Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion and to receive payment of any declared but unpaid dividends or distributions on any shares of converted Series Preferred Stock if such shares were outstanding on the record date of any such dividend or distribution. Any Series Preferred Stock so converted shall be retired and cancelled and shall resume the status of authorized but unissued Preferred Stock.

(d) No Further Adjustment. Upon any such conversion, no adjustment to the Series A Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price, Series B Conversion Price or Series B-2 Conversion Price shall be made for any declared but unpaid dividends on the Series A Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock, Series B Preferred Stock or Series B-2 Preferred Stock surrendered for conversion or on the Class A-1 Common Stock delivered upon conversion.

(e) Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of Class A-1 Common Stock upon conversion of Series Preferred Stock pursuant hereto. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of Class A-1 Common Stock in a name other than that in which the Series Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

(f) Adjustment for Share Splits and Combinations. If the Corporation shall at any time or from time to time after the date of this Certificate of Incorporation effect a subdivision of the outstanding shares of Class A-1 Common Stock, the Series A Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price, Series B Conversion Price and Series B-2 Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Class A-1 Common Stock issuable on conversion of each share of such series shall be increased in

proportion to such increase in the aggregate number of shares of Class A-1 Common Stock outstanding. If the Corporation shall at any time or from time to time after the date of this Certificate of Incorporation combine the outstanding shares of Class A-1 Common Stock, the Series A Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price, Series B Conversion Price and Series B-2 Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Class A-1 Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Class A-1 Common Stock outstanding.

(g) Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the date of this Certificate of Incorporation shall make or issue, or fix a record date for the determination of holders of Class A-1 Common Stock entitled to receive, a dividend or other distribution payable on the Class A-1 Common Stock in additional shares of Class A-1 Common Stock, then and in each such event the Series A Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price, Series B Conversion Price and Series B-2 Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price, Series B Conversion Price or Series B-2 Conversion Price then in effect by a fraction: (a) the numerator of which shall be the total number of shares of Class A-1 Common Stock issued and outstanding immediately prior to the time of such issuance, and (b) the denominator of which shall be the total number of shares of Class A-1 Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Class A-1 Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, no such adjustment shall be made if the holders of Series Preferred Stock simultaneously receive a dividend or other distribution of Class A-1 Common Stock in a number equal to the number of shares of Class A-1 Common Stock as they would have received if all outstanding Series Preferred Stock had been converted into Class A-1 Common Stock on the date of such event.

(h) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the date of this Certificate of Incorporation shall make or issue, or fix a record date for the determination of holders of Class A-1 Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of Class A-1 Common Stock in respect of outstanding shares of Class A-1 Common Stock) or in other property and the provisions hereof, including Section 2 above, do not apply to such dividend or distribution, then and in each such event the holders of Series Preferred Stock shall receive, simultaneously with the distribution to the holders of Class A-1 Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding Series Preferred Stock had been converted into Class A-1 Common Stock on the date of such event.

(i) Adjustment for Merger or Reorganization, etc. If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Class A-1 Common Stock (but not the Series Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by other provisions of this Certificate of Incorporation), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series Preferred Stock that remains outstanding thereafter (if any) shall thereafter be convertible, in lieu of the Class A-1 Common Stock into which it was convertible prior to such event, into the kind and amount of securities, cash or other property which a holder of the number of shares of Class A-1 Common Stock issuable upon conversion of one Series Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined by the Board) shall be made in the application of the provisions in this Section with respect to the rights and interests thereafter of the holders of the Series Preferred Stock, to the end that the provisions set forth herein (including provisions with respect to changes in and other adjustments of the Series A Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price, Series B Conversion Price or Series B-2 Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series Preferred Stock.

(j) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price, Series B Conversion Price or Series B-2 Conversion Price, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series Preferred Stock, as applicable, a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the applicable Series A Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price, Series B Conversion Price or Series B-2 Conversion Price then in effect, and (ii) the number of shares of Class A-1 Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of the applicable series of Series Preferred Stock.

(k) Notice of Record Date. In the event:

(i) the Corporation shall take a record of the holders of its Common Stock (or other Shares at the time issuable upon conversion of the Series Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any Shares;

(ii) of any capital reorganization of the Corporation, any reclassification of the Common Stock, or any Deemed Liquidation Event; or

(iii) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Series Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, Deemed Liquidation Event, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other Shares at the time issuable upon the conversion of the Series Preferred Stock) shall be entitled to exchange their Class A-1 Common Stock (or such other Shares) for Capital Securities or other property deliverable upon such reorganization, reclassification, Deemed Liquidation Event, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Series Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

6.3. Mandatory Conversion.

(a) Trigger Events. Upon either (a) the closing of the sale of Class A-1 Common Stock to the public at a price of at least \$46.33 per share of Class A-1 Common Stock (subject to appropriate adjustment in the event of any share dividend, share split, combination or other similar recapitalization with respect to the Class A-1 Common Stock), in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act resulting in at least \$50,000,000 of proceeds, net of the underwriting discount and commissions, to the Corporation (the foregoing, a “QPO”) or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the Requisite Holders, voting separately as a single class, then all outstanding shares of Series Preferred Stock shall automatically be converted into shares of Class A-1 Common Stock, at the then effective conversion rate. The time of such closing or the date and time specified or the time of the event specified in any such vote or written consent is referred to herein as the “**Mandatory Conversion Time.**”

(b) Procedural Requirements. All holders of shares of Series Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares pursuant hereto. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of Series Preferred Stock in certificated form shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written

instrument or instruments of transfer. All rights with respect to the Series Preferred Stock converted, including the rights, if any, to receive notices and vote, will terminate at the Mandatory Conversion Time, except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence. As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Series Preferred Stock, the Corporation shall (a) record in the books and records of the Corporation the issuance of the shares of Class A-1 Common Stock issuable on such conversion in accordance with the provisions hereof and, if such shares are to be certificated, shall deliver stock certificates representing such shares and (b) pay cash as provided herein in lieu of any fraction of a share of Class A-1 Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the converted Series Preferred Stock if such shares were outstanding on the record date of such dividend.

SIXTH: Board of Directors. Except as otherwise provided by applicable law and except for situations in which the approval of the holders of Shares is expressly required under this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors (the “**Board**,” and each member thereof being referred to as a “**Director**”).

A. Required Vote of Board. Each Director that is a Founder shall have two (2) votes on all matters voted upon by the Board. Each Director that is not a Founder shall have one (1) vote on all matters voted upon by the Board. Except as required by applicable law or this express provision of this Certificate of Incorporation, at a meeting of the Board at which a quorum is present, the vote of a majority of the votes entitled to be cast by Directors at such meeting shall be necessary and sufficient for the Board to authorize any action or matter. The Corporation will not take any of the following actions without the approval of the Board, which approval must include the affirmative vote or consent of the Series Preferred Director (as defined below):

(i) make any loan or advance to any Founder, except advances for expenses incurred in the ordinary course of business;

(ii) enter into or be a party to any transaction with any Founder or any “associate” (as defined in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended) of any Founder except transactions in the ordinary course of business, pursuant to reasonable requirements of the Corporation’s business and upon fair and reasonable terms;

(iii) pay annual aggregate cash compensation to the Founders in excess of the greater of (a) \$800,000 per annum or (b) 2% of the net revenues of the Corporation during the preceding 12 month period (defined as gross revenues less amounts paid to pharmacies and/or pharmacy benefit managers for discounted items);

(iv) issue any shares of Class B Common Stock or Incentive Common Stock to any Founder; or

(v) incur any indebtedness for borrowed money if the Corporation's aggregate indebtedness for borrowed money would exceed the greater of (a) \$100,000,000 or (b) four (4) times the Corporation's earnings before interest, taxes, depreciation and amortization, adjusted for any extraordinary items approved by the Board (including for this purpose the affirmative vote or consent of the Series Preferred Director) during the preceding 12 month period.

B. Election of Directors. The initial Board shall consist of five Directors until such number is changed as provided herein.

(i) The holders of a majority in voting power of the outstanding shares of Series Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) Director of the Corporation who shall be mutually acceptable to the Requisite Holders, voting together as a single class, and the Founders (the "**Series Preferred Director**"). A vacancy in the Series Preferred Director seat shall be filled only by vote or written consent in lieu of a meeting of the holders of a majority in voting power of the outstanding shares of Series Preferred Stock, provided the vacancy is filled with a person mutually acceptable to the Requisite Holders, voting together as a single class, and the Founders. The rights of the holders of the Series Preferred Stock to elect the Series Preferred Director as set forth in this Section shall terminate when there are issued and outstanding less than 5,430,000 shares of Series Preferred Stock (subject to appropriate adjustment in the event of any share dividend, share split, combination, or other similar recapitalization with respect to the Series Preferred Stock). Upon any such termination of the right to elect the Series Preferred Director, the number of Directors constituting the Board shall automatically be reduced by one (1) and the person elected to serve as the Series Preferred Director shall cease to be a Director.

(ii) The holders of a majority in voting power of the outstanding shares of Class A-1 Common Stock and Class A-2 Common Stock, exclusively and as a separate class, shall be entitled to elect four (4) Directors of the Corporation (the "**Initial Common Directors**"). A vacancy in the Initial Common Director seats shall be filled only by vote or written consent in lieu of a meeting of the holders of a majority in voting power of the outstanding shares Class A-1 Common Stock and Class A-2 Common Stock. Subject to the rights of any holders of Preferred Stock, the holders of a majority in voting power of the outstanding shares of Class A-1 Common Stock and Class A-2 Common Stock, exclusively and as a separate class, shall be entitled to increase or decrease the number of Directors constituting the Board and any newly created directorship resulting from an increase in the number of Directors constituting the Board (each, an "**Additional Common Director**"), and any vacancy in such directorship, shall be filled by the holders of a majority in voting power of the outstanding shares of Class A-2 Common Stock.

C. Removal of Directors.

(i) No Series Preferred Director elected hereunder shall be removed from the Board without cause other than upon the vote or written consent of the holders of a majority in voting power of the outstanding shares of Series Preferred Stock, exclusively and as a separate class. Such removal shall become effective at the time specified by the vote or set forth in the written consent, or if no time is specified therein, at the effective time of such vote or written consent.

(ii) No Initial Common Director or Additional Common Director shall be removed from the Board without cause other than upon the vote or written consent of the holders of a majority in voting power of the outstanding shares of Class A-1 Common Stock and Class A-2 Common Stock, exclusively and as a separate class. Such removal shall become effective at the time specified by the vote or set forth in the written consent, or if no time is specified therein, at the effective time of such vote or written consent.

(iii) In the event that any Person designated to serve on the Board is removed in accordance with this Section or for any reason ceases to serve as a member of the Board during such Person's term of office, that Person shall also cease to be a member of all committees of the Board on which he or she is then serving.

SEVENTH: Transfer Restrictions.

A. Restrictions. Shares may not be sold, assigned, transferred, pledged, mortgaged, hypothecated or otherwise disposed of (collectively, a "Transfer") by any holder thereof unless (i) there is then in effect a registration statement under the Securities Act covering such proposed Transfer and such Transfer is made in accordance with such registration statement or (ii), if so requested by the Board, such holder shall have furnished the Corporation with an opinion, reasonably satisfactory to the Corporation's legal counsel, that such Transfer will not require registration of such shares under the Securities Act. Except as otherwise provided in an agreement with the Corporation to which the holder of Incentive Common Stock or Class B Common Stock is a party, or in any plan document governing the issuance of Incentive Common Stock or Class B Common Stock, shares of Incentive Common Stock and Class B Common Stock may not be transferred except to a Personal Representative of the transferor in connection with the death or incompetency of the holder.

B. Permitted Transfers. Notwithstanding anything to the contrary in this Certificate of Incorporation, (i) opinions of counsel will not be required for Transfers made pursuant to Rule 144 under the Securities Act, (ii) no registration statement or opinion of counsel shall be necessary for (a) a Transfer by a holder of Shares that is a partnership, corporation or limited liability Corporation to any general partner, limited partner, retired partner,

shareholder, member, retired member or Affiliate of such entity, as applicable, or any general partner, limited partner, retired partner, shareholder, member, retired member or Affiliate thereof, or investment vehicles for whom any of the foregoing serves as general partner or manager, as applicable, or the estates, beneficiaries, trustees or family members of any such general partner, limited partner, retired partner, shareholder, member, retired member or Affiliate, or (b) for a Transfer by any holder of Shares to such holder's spouse, children or other immediate family members or any trust or other estate planning vehicle for the benefit of such holder or any of the foregoing persons; provided that, in each case the transferee, prior to the effectiveness of such Transfer, agrees in writing to be subject to the terms of this Certificate of Incorporation, the ROFR Agreement and Investors' Rights Agreement to the same extent as if such transferee were an original holder of Shares; and (iii) there shall be no restriction on the Transfer of Shares to the Corporation.

- C. Notice of Proposed Transfer. Prior to any proposed Transfer of any Shares, such holder shall give written notice to the Corporation of its intention to effect such Transfer. Each such notice shall describe the manner of the proposed Transfer and, except as otherwise provided in Section VII B, shall, if requested by the Board, be accompanied by an opinion of counsel reasonably satisfactory to the Corporation that the proposed Transfer may be effected without registration under the Securities Act, whereupon the holder of such Shares shall be entitled to Transfer such Shares, subject to Section VII A, in accordance with the terms of its notice.
- D. Transfers to Competitors. Notwithstanding anything to the contrary in this Certificate of Incorporation or the Bylaws, prior to any proposed Transfer of any Shares to (i) a Competitor (as defined below), (ii) a Person that is invested in a privately held Competitor or (iii) a Person that owns or controls 5% or more of a publicly traded Competitor, the transferring holder shall give written notice to the Board of its intention to effect such Transfer. The Transfer which is the subject of such notice shall not occur unless approved by the Board, which approval shall not be unreasonably withheld or delayed. The notice provided to the Board shall identify the name of the Competitor or Person to which the Transfer is proposed to be made and the terms and conditions of such Transfer, including the price and other material terms. As used herein, "Competitor" shall mean any Person that, directly or indirectly, engages in the business of or owns or controls the voting securities of a Person engaged in the business of (i) pharmacy benefit management, (ii) prescription drug discount programs or (iii) pharmacy operations.
- E. Transfer of Shares. Any attempted Transfer of Shares other than in accordance herewith shall be null and void and the Corporation shall not recognize any such Transfer or reflect in its membership any change in registered ownership pursuant thereto.

EIGHTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its Shareholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended. Any repeal or modification of the foregoing provisions of this Article Eighth shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

NINTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An “**Excluded Opportunity**” is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of any director or officer of the Corporation (the “**Covered Persons**”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person’s capacity as a director or officer of the Corporation while such Covered Person is performing services in such capacity. Any repeal or modification of this Article Ninth will only be prospective and will not affect the rights under this Article Ninth in effect at the time of the occurrence of any actions or omissions to act giving rise to liability.

TENTH: Subject to any additional vote required by the Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ELEVENTH: Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation

TWELFTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

THIRTEENTH: Meetings of Shareholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.


FOURTEENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim for breach of a fiduciary duty owed by any current or former director, officer, employee or agent of the Corporation to the Corporation or the Shareholders, (iii) any action asserting a claim arising pursuant to any

provision of the General Corporation Law, the Certificate of Incorporation or the Bylaws or as to which the General Corporation Law confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article Fourteenth.

FIFTEENTH: The name and mailing address of the Incorporator of the Corporation are: Geoffrey Parnass, 1345 Avenue of the Americas, 11th floor, New York, NY 10105.

SIXTEENTH: Each of the transfer restrictions imposed on Shares set forth in the Fourth Amended and Restated Right of First Refusal and Co-Sale Agreement, dated on or about May 31, 2019, among the Corporation and the investors and key holders party thereto from time to time (as it may be amended and/or restated from time to time, the "**ROFR Agreement**") and the Fourth Amended and Restated Investors' Rights Agreement, dated on or about May 31, 2019, among the Corporation and the investors party thereto from time to time (as it may be amended and/or restated from time to time the "**Investors' Rights Agreement**") are hereby incorporated herein by reference and shall be applicable to all of the Shares that are issued and outstanding upon the Domestication and shall also be applicable to all Shares that become subject to the ROFR Agreement and the Investors' Right Agreement after the Domestication. Each certificate, if any, representing the Shares subject to such transfer restrictions shall contain a legend indicating that such Shares are subject to such transfer restrictions. If the Shares are uncertificated, then any notice required by applicable law with respect to such uncertificated Shares shall include a legend indicating that such Shares are subject to such transfer restrictions.

I, THE UNDERSIGNED, being the incorporator, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate of Incorporation, hereby acknowledging, declaring, and certifying that the foregoing Certificate of Incorporation is my act and deed and that the facts herein stated are true, and have accordingly hereunto set my hand this 31st day of May, 2019.

By: 
Name: Geoffrey Parnass
Title: Incorporator