

2. Dispute Resolution; Arbitration Agreement.

By agreeing to these Terms, you agree that you are required to resolve any claim that you may have against GoodRx on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against GoodRx, and also preclude you from participating in or recovering relief under any current or future class, collective or representative action brought against GoodRx by someone else.

Agreement to Binding Arbitration Between You and GoodRx (the “Arbitration Agreement”).

You and GoodRx agree that any dispute, claim or controversy arising out of or relating to these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled through the dispute resolution process set forth herein, which includes binding arbitration between you and GoodRx, and not in a court of law.

This dispute resolution process and the Arbitration Agreement contained herein is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation or any other statutory or

common-law legal theory; claims that arose before this or any prior Terms (including, but not limited to, claims relating to advertising); claims for mental or emotional distress or injury not arising out of physical bodily injury; claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of the Terms or your use of any of the Services.

In accordance with the above, if you are a natural person (a “Consumer”) then the arbitration process outlined in Section 2.1, “Consumer Arbitration Agreement,” shall apply to the dispute between you and GoodRx. If you are a legally recognized organization such as a corporation, LLC, partnership, or any other organization that engages in commercial, industrial, or other professional activities with the aim of earning profits (a “Business Entity”) then the arbitration process outlined in Section 2.2, “Business Arbitration Agreement,” shall apply to the dispute between you and GoodRx. For the avoidance of doubt, a natural person or entity accessing or using the Services for a Business Entity represents they have been authorized (and will be deemed to have received authorization from) the Business Entity to act on their behalf and any ensuing dispute will therefore be subject to the Business Arbitration Agreement.

Both parties further acknowledge and agree to waive any right to a trial by jury. Both parties agree that the U.S. Federal Arbitration Act governs the interpretation

and enforcement of this provision, and that you and GoodRx are each waiving the right to a trial by jury or to participate in a class action. For the avoidance of doubt, the scope of arbitration includes federal and state statutory and common law claims, including under the consumer protection laws and principles. You and GoodRx agree that any arbitrations between you and us will be subject to this Section 2 and not to any prior arbitration agreement you had with GoodRx. This Section 2 shall survive termination of these Terms or your use of any of the Services.

Class Action and Collective Relief Waiver

EXCEPT AS SET FORTH BELOW YOU AND GOODRX ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED OR LITIGATED ON A CLASS, JOINT, COLLECTIVE BASIS, OR IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS CLAIMS AS A PRIVATE ATTORNEY GENERAL OR FOR PUBLIC INJUNCTIVE RELIEF), UNLESS BOTH YOU AND GOODRX OTHERWISE AGREE IN WRITING. THE ARBITRATOR MAY NOT PRESIDE OVER ANY FORM OF ANY CLASS, JOINT, COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING ANY DECLARATORY OR INJUNCTIVE RELIEF) ONLY IN

FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY TO THE PROCEEDING.

This Class Action and Collective Relief Waiver are an essential part of this “Dispute Resolution” section, and if it is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor GoodRx may arbitrate such claim or dispute. Notwithstanding the foregoing, if a court or arbitrator determines that this is not enforceable as to a particular claim or request for relief, and all appeals from that decision (to the extent applicable in the Consumer Arbitration Agreement context) have been exhausted (or the decision is otherwise final), then the parties agree that that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims. This provision does not prevent you or GoodRx from participating in a class-wide settlement of claims.

Notwithstanding the foregoing, you and GoodRx each retain the right to (i) elect to have any claims resolved in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction; (ii) bring an action in state or federal court to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade

secrets and other confidential or proprietary information, but not privacy or publicity rights); and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action.

If any portion of this Arbitration Agreement is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The other portions of this Arbitration Agreement shall continue to be enforceable and valid according to the terms contained herein.

2.1 Consumer Arbitration Agreement

A. Mandatory Informal Consumer Dispute Resolution Process.

If a dispute arises, GoodRx is committed to working with you to reach a reasonable resolution. For any issue or dispute that arises between you and GoodRx, both parties acknowledge and agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. This includes first sending a written notice of dispute ("Mandatory Pre-Arbitration Notice"). A Mandatory Pre-Arbitration Notice from you to GoodRx must (1) be sent by certified mail,

with a copy to legal@goodrx.com with the subject line "User Dispute"; (2) be addressed to: 2701 Olympic Blvd, Santa Monica, CA 90404, Attn: Legal Department ("Notice Address"); (3) contain your name, address, and email address; (4) describe the nature and basis of your claim; (5) include any relevant facts regarding your use of the Services, including without limitation the product or Service to which your dispute pertains (a free GoodRx account, a GoodRx Gold Membership, a GoodRx Care telehealth visit, etc.), the date(s) of any disputed charges, the date(s) of your interaction with each relevant Service; (6) specify the nature and basis of the specific relief sought, including the damages sought, if any, and a detailed calculation of them; and (7) include a personally signed statement from you (and not your counsel) verifying the accuracy of the contents of the Mandatory Pre-Arbitration Notice. The Mandatory Pre-Arbitration Notice must be individualized, meaning it can concern only your dispute and no other person's dispute.

After receipt of a completed Mandatory Pre-Arbitration Notice at the Notice Address, the parties shall engage in a good faith effort to resolve the dispute for a period of 60 days (which can be extended by agreement). You and we agree that, after receipt of the completed Mandatory Pre-Arbitration Notice, the recipient may request an individualized telephone or video settlement conference (which can be held after the 60-day period) and both parties will personally attend (with counsel, if represented). You and we agree that the parties (and counsel, if represented) shall work cooperatively to schedule the conference at the earliest mutually-convenient time and to seek to reach a resolution. If we and you do not reach an agreement to resolve the issues identified in the Mandatory Pre-Arbitration Notice within 60 days after the completed Mandatory Pre-Arbitration Notice is received (or a longer time if agreed to by the parties), you or we may commence an arbitration proceeding or a small claims court proceeding (if permitted by small claims court rules).

Compliance with this Mandatory Informal Consumer Dispute Resolution Process set forth in Section 2.1.A is a condition precedent to initiating arbitration. Any applicable limitations period (including statute of limitations) and any filing fee deadlines (other than the filing fees due by Claimants to commence an arbitration matter) shall be tolled while the parties engage in Mandatory Informal Consumer Dispute Resolution Process set forth in this Section 2.1.A. All of the requirements of the Mandatory Informal Consumer Dispute Resolution Process are essential so that you and we have a meaningful opportunity to resolve disputes informally. If any aspect of these requirements has not been met, a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the arbitration administrator may not accept, administer, assess, or demand fees in connection with an arbitration that has been initiated without

completion of the Mandatory Informal Consumer Dispute Resolution Process, provided that this shall not excuse Claimant from timely paying filing fees necessary to commence arbitration. If the arbitration is already pending prior to the completion of the Mandatory Informal Consumer Dispute Resolution Process, the arbitration shall be administratively closed. A party may seek damages for non-compliance with the Mandatory Informal Consumer Dispute Resolution Process in arbitration.

A. Arbitration Process.

Arbitration between GoodRx and a Consumer shall be governed by applicable rules of National Arbitration & Mediation (“NAM”) (including the Comprehensive Dispute Resolution Rules and Procedures and/or the Supplemental Rules for Mass Arbitration Filings, as applicable) (“NAM Rules”), as modified by this Section 2.1 (the “Consumer Arbitration Agreement”), and will be administered by NAM. (If NAM is unavailable or unwilling to do so, another arbitration provider shall be selected by the parties that will do so, or if the parties are unable to agree on an alternative administrator, by the court pursuant to 9 U.S.C. §5.) The NAM Rules are available online at www.NAMADR.com, by emailing NAM at commercial@namadr.com, or by requesting them in writing at the Notice Address. You may obtain a form to initiate arbitration at: <https://www.namadr.com/content/uploads/2020/09/Comprehensive-Demand-for-Arb-revised-9.18.19.pdf> or by contacting NAM.

You and we agree that the party initiating arbitration must submit a certification that they have complied with and completed the Mandatory Pre-Arbitration Notice and Informal Consumer Dispute Resolution Procedure requirements referenced in Section 2.1.A and that they are a party to the Arbitration Agreement enclosed with or attached to the demand for arbitration. The demand for arbitration and certification must be personally signed by the party initiating arbitration (and their counsel, if represented).

All issues, including the scope and enforceability of this Consumer Arbitration Agreement, are for the arbitrator to decide. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. At the conclusion of the arbitration proceeding, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator’s decision is binding only between you and us and will not have any preclusive effect in another arbitration or proceeding that involves a different party. An arbitrator’s award that has been fully satisfied shall not be entered in any court.

As in court, you and we agree that any counsel representing a party in arbitration certifies when initiating and proceeding in arbitration that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), including certification that the claim or relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions under the NAM Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law, against all appropriate represented parties and counsel.

Except as expressly provided in this Consumer Arbitration Agreement, the arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorneys' fees and costs, in accordance with applicable law. Unless otherwise provided by applicable law, the parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator awards sanctions or finds that either the substance of the claim, the defense, or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

The payment of arbitration fees (the fees imposed by the arbitration administrator including filing, arbitrator, and hearing fees) will be governed by the applicable NAM Rules. If the arbitrator finds that the arbitration fees will be prohibitive for you as compared to litigation, we will pay as much of your filing, arbitrator, and hearing fees in the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or brought for an improper purpose or asserted in bad faith. You and we agree that arbitration should be cost-effective for all parties and that any party may engage with NAM to address the reduction or deferral of fees.

In circumstances in which the NAM Rules provide for a live hearing, such hearing will take place remotely, unless the arbitrator finds that an in-person hearing may be necessary, in which case such hearing will take place in the U.S. county (or parish) of your residence, or otherwise in Los Angeles, California. If the Mass Filing process described in Section 2.1.F is triggered, then the location of any necessary in-person hearing will be determined by the arbitrator.

B. Discovery During Arbitration.

The parties shall each be limited to a maximum of one (1) fact witness deposition per side, unless the arbitrator determines that more depositions are warranted based on the totality of circumstances, including the amount in controversy, the complexity of the

factual issues, the number of parties and the diversity of their interests, and whether any or all of the claims appear, on the basis of the pleadings, to have sufficient merit to justify the time and expense associated with the requested discovery. Document requests shall be limited to documents that are directly relevant to the matter(s) in dispute or to its outcome; shall be reasonably restricted in terms of time frame, subject matter and persons or entities to which the requests pertain; shall not include broad phraseology such as “all documents directly or indirectly related to”; and shall not be encumbered with extensive “definitions” or “instructions.” The Arbitrator may edit or limit the number of document requests based on the totality of circumstances, including the factors listed above.

Electronic discovery, if any, shall be limited as follows. Absent a showing of compelling need: (i) electronic documents shall only be produced from sources used in the ordinary course of business, and not from backup servers, tapes or other media; (ii) the production of electronic documents shall normally be made on the basis of generally available technology in a searchable format that is usable by the requesting party and convenient and economical for the producing party; (iii) the parties need not produce metadata, with the exception of header fields for email correspondence; (iv) the description of custodians from whom electronic documents may be collected should be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute; and (v) where the costs and burdens of e-discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator may either deny such requests or order disclosure on the condition that the requesting party advance the reasonable cost of production to the other side, subject to the allocation of costs in the final award.

C. Confidentiality.

Proceedings before the arbitrator will be kept confidential in keeping in accordance with NAM Rules. Upon either party’s request, the arbitrator may issue an additional order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal to the furthest extent permitted by law.

D. Offer of Settlement.

In any arbitration between you and us, the defending party may, but is not obligated to, make a written settlement offer at any time before the evidentiary hearing or, if a dispositive motion is permitted, prior to the dispositive motion being granted. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If the award is issued in the other party's favor and is less than the defending party's settlement offer or if the award is in the defending party's favor, the other party must pay the defending party's costs incurred after the offer was made, including any attorney's fees. If any applicable statute or case law prohibits the shifting of costs incurred in the arbitration, then the offer in this provision shall serve to cease the accumulation of any costs to which the party bringing the claim may be entitled for the cause of action under which it is suing.

Mass Filing.

If, at any time, 25 or more claimants (including you) submit demands or seek to file demands for arbitration raising similar claims against the other party or related parties by the same or coordinated counsel or entities, consistent with the definition and criteria of Mass Filings ("Mass Filing") set forth in NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules," available at <https://www.namadr.com/resources/rules-fees-forms/>), you and we agree that the additional procedures set forth below shall apply. The parties agree that throughout this process, their counsel shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing. The parties acknowledge and agree that by electing to participate in a Mass Filing, the adjudication of their dispute might be delayed. Any applicable limitations period (including statute of limitations) and any administrative or arbitration fee deadlines (other than Claimant's filing fees) shall be tolled beginning when the Mandatory Pre-Arbitration Notice and Informal Consumer Dispute Resolution Procedures are initiated, so long as the Mandatory Pre-Arbitration Notice complies with the requirements in Section 2.1.A, until your Claim is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration.

Stage One: Counsel for the claimants and counsel for GoodRx shall each select 20 claims per side (40 claims total) to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration or administrative fees be assessed in connection with those claims unless and until they are selected to be

filed in individual arbitration proceedings as part of a staged process. For the avoidance of doubt, “arbitration or administrative fees” as used in this Arbitration Agreement are exclusive of any filing fees due by a Claimant to commence arbitration, which shall remain due by Claimant and are at all times non-refundable. After this initial set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and GoodRx shall pay the mediator’s fee.

Stage Two: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for GoodRx shall each select 20 claims per side (40 claims total) to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agreed to in writing. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration or administrative fees be assessed in connection with those claims (except for any filing fees due by Claimant to commence arbitration, as applicable) unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and GoodRx shall pay the mediator’s fee.

Stage Three: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for GoodRx shall each select 20 claims per side (40 claims total) to be filed and to proceed in individual arbitrations as part of a third staged process, subject to any procedural changes the parties agreed to in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration or administrative fees (except for any filing fees due by Claimant to commence arbitration, as applicable) be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. Following this third set of staged proceedings, counsel for claimants may elect to have the parties participate in a global mediation session of all remaining claims with a retired federal or state court judge.

If your claim is not resolved as part of the staged process identified above, either:

Option One: You and GoodRx may separately or by agreement, opt out of arbitration and elect to have your claim heard in court consistent with these Terms. You may opt out of arbitration by sending GoodRx your individual, personally signed notice of your intention

to opt out by certified mail addressed to GoodRx Inc., 2701 Olympic Blvd, Santa Monica, CA 90404, Attn: Legal Department, with a copy to legal@goodrx.com. Such an opt out notice must be sent by you personally, and not by your agent, attorney, or anyone else purporting to act on your behalf. It must include a statement, personally signed by you, that you wish to opt out of arbitration within 30 days after the conclusion of Stage 3 or the elective mediation associated with Stage 3. GoodRx may opt your claim out of arbitration by sending an individual, personally signed notice of its intention to opt out to your counsel within 14 days after the expiration of your 30-day opt out period. Counsel for the parties may agree to adjust these deadlines.

OR

Option Two: If neither you nor GoodRx elect to have your claim heard in court consistent with Option One, then you agree that your claim will be resolved as part of continuing, staged individual arbitration proceedings as set forth below. Assuming the number of remaining claims exceeds 20, then 20 claims shall be randomly selected (or selected through a process agreed to by counsel for the parties) to be filed and to proceed in individual arbitrations as part of a staged process. If the number of remaining claims is fewer than 20, then all of those claims shall be filed and proceed in individual arbitrations. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration or administrative fees (except for any filing fees due by Claimant to commence arbitration, as applicable) be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of 20 claims are adjudicated, settled, withdrawn, or otherwise resolved, this process shall repeat consistent with these parameters. Counsel for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and with NAM (including through a Procedural Arbitrator, as that term is used in the NAM Rules) to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

A court of competent jurisdiction shall have the authority to enforce these Mass Filing provisions and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the apportionment of arbitration fees between parties. If these additional procedures apply to your Claim, and a court of competent jurisdiction determines that they are not enforceable as to your Claim, then your Claim shall proceed in a court of competent jurisdiction consistent with these Terms.

You and GoodRx agree that we each value the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and GoodRx acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.