

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2022

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: **001-39390**



GoHealth, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

214 West Huron St.

Chicago, Illinois

(Address of principal executive offices)

85-0563805

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

60654

(Zip Code)

(312) 386-8200

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|-------------------|---|
| Class A Common Stock, \$0.0001 par value per share | GOCO | The Nasdaq Global Market |

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

| | | | |
|-------------------------|-------------------------------------|---------------------------|-------------------------------------|
| Large accelerated filer | <input type="checkbox"/> | Smaller reporting company | <input checked="" type="checkbox"/> |
| Non-accelerated filer | <input checked="" type="checkbox"/> | Emerging growth company | <input type="checkbox"/> |
| Accelerated filer | <input type="checkbox"/> | | |

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of August 8, 2022, the registrant had 132,157,355 shares of Class A common stock, \$0.0001 par value per share, outstanding and 197,128,400 shares of Class B common stock, \$0.0001 par value per share, outstanding.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended, (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended, ("the Exchange Act"). All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q may be forward-looking statements. Statements regarding our future results of operations and financial position, business strategy and plans and objectives of management for future operations, including, among others, statements regarding our expected growth, future capital expenditures and debt service obligations, are forward-looking statements.

In some cases, you can identify forward-looking statements by terms, such as "may," "will," "should," "expects," "plans," "anticipates," "could," "intends," "targets," "projects," "contemplates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of these terms or other similar expressions. The forward-looking statements in this Quarterly Report on Form 10-Q are only predictions. Accordingly, we caution you that any such forward-looking statements are not guarantees of future performance and are subject to risks, assumptions and uncertainties that are difficult to predict. Although we believe that the expectations reflected in these forward-looking statements are reasonable as of the date made, actual results may prove to be materially different from the results expressed or implied by the forward-looking statements.

These forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q and are subject to a number of important factors that could cause actual results to differ materially from those in the forward-looking statements, including but not limited to the following: the marketing and sale of Medicare plans are subject to numerous, complex and frequently changing laws, regulations and guidelines; our business may be harmed if we lose our relationships with carriers or if our relationships with carriers change; our failure to grow our customer base or retain our existing customers; carriers may reduce the commissions paid to us and change their underwriting practices in ways that reduce the number of, or impact the renewal or approval rates of, insurance policies sold through our platform; factors that impact our estimate of LTV (as defined below) may be adversely impacted; our management and independent auditors have identified a material weakness in our internal controls over financial reporting, and we may be unable to develop, implement and maintain appropriate controls in future periods, which may lead to errors or omissions in our financial statements; the potential delisting of our common stock from the Nasdaq Global Market ("NASDAQ"); volatility in general economic conditions, including inflation, interest rates, and other commodity prices and exchange rates may impact our financial position and performance; we currently depend on a small group of carriers for a substantial portion of our revenue; information technology system failures could interrupt our operations; our ability to sell Medicare-related health insurance plans is largely dependent on our licensed health insurance agents; operating and growing our business may require additional capital; our strategic focus on cash flow optimization may lead to decreased revenue or otherwise adversely affect our business; we may lose key employees or fail to attract qualified employees; our operations may be adversely impacted by a reduction in employee headcount or other similar actions; the Founders (as defined below) and Centerbridge (as defined below) have significant influence over us, including control over decisions that require the approval of stockholders; and other important factors described in the section titled "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2021 (the "2021 Form 10-K"), the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Quarterly Report on Form 10-Q, and in our other filings with the Securities and Exchange Commission.

You should read this Quarterly Report on Form 10-Q and the documents that we reference in this Quarterly Report on Form 10-Q completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.

CERTAIN DEFINITIONS

As used in this Quarterly Report on Form 10-Q, unless the context otherwise requires:

- "we," "us," "our," the "Company," "GoHealth" and similar references refer to GoHealth, Inc., and, unless otherwise stated, all of its direct and indirect subsidiaries, including GoHealth Holdings, LLC (formerly known as Blizzard Parent, LLC).
- "Blocker Company" refers to an entity affiliated with Centerbridge that was an indirect owner of LLC Interests in GoHealth Holdings, LLC prior to the Transactions and is taxable as a corporation for U.S. federal income tax purposes.
- "Blocker Shareholders" refer to entities affiliated with Centerbridge, the owners of the Blocker Company prior to the Transactions, who exchanged their interests in the Blocker Company for shares of our Class A common stock and cash in connection with the consummation of the Transactions.
- "Centerbridge" refers to Centerbridge Capital Partners III, L.P., a Delaware limited partnership, certain funds affiliated with Centerbridge Capital Partners III, L.P. and other entities over which Centerbridge Capital Partners III, L.P. has

voting control (including any such fund or entity formed to hold shares of Class A common stock for the Blocker Shareholders).

- “*Centerbridge Acquisition*” or “*Acquisition*” refers to the acquisition, on September 13, 2019, by Centerbridge, indirectly through a subsidiary of GoHealth Holdings, LLC (formerly known as Blizzard Parent, LLC), an entity formed in contemplation of the acquisition, of a 100% interest in Norvax.
- “*Continuing Equity Owners*” refer collectively to direct or indirect holders of LLC Interests and our Class B common stock immediately following consummation of the Transactions, including Centerbridge, Norwest Equity Partners, NVX Holdings, our Founders, the Former Profits Unit Holders and certain executive officers, employees and other minority investors and their respective permitted transferees who may, following the consummation of our IPO, exchange at each of their respective options (subject in certain circumstances to time-based vesting requirements and certain other restrictions), in whole or in part from time to time, their LLC Interests (along with an equal number of shares of Class B common stock (and such shares shall be immediately cancelled)) for, at our election (determined solely by our independent directors (within the meaning of the listing rules of The Nasdaq Global Market (the “Nasdaq rules”)) who are disinterested), cash or newly-issued shares of our Class A common stock.
- “*Founders*” refer to Brandon M. Cruz, our Co-Founder and Non-Executive Co-Chair of the Board, and Clinton P. Jones, our Co-Founder and Executive Chair of the Board.
- “*Former Profits Unit Holders*” refers collectively to certain of our directors and certain current and former officers and employees, in each case, who directly or indirectly held existing vested and unvested profits units, which were comprised of profits units that have time-based vesting conditions and profits units that have performance-based vesting conditions, of GoHealth Holdings, LLC pursuant to GoHealth Holdings, LLC’s existing profits unit plan and who received LLC Interests in exchange for their profits units in connection with the Transactions. LLC Interests received in exchange for unvested profits units remain subject to their existing time-based vesting requirements. Profit units with performance-based vesting conditions fully vested as such conditions were met in connection with our IPO.
- “*GoHealth Holdings, LLC Agreement*” refers to GoHealth Holdings, LLC’s amended and restated limited liability company agreement, as further amended, which became effective substantially concurrently with or prior to the consummation of our IPO.
- “*LLC Interests*” refer to the common units of GoHealth Holdings, LLC, including those that we purchased with a portion of the net proceeds from our IPO.
- “*Norvax*” refers to Norvax, LLC, a Delaware limited liability company and a subsidiary of GoHealth Holdings, LLC.
- “*NVX Holdings*” refers to NVX Holdings, Inc., a Delaware corporation that is controlled by the Founders.
- “*Transactions*” refer to our IPO and certain organizational transactions that were effected in connection with our IPO, and the application of the net proceeds therefrom.

GoHealth, Inc. is a holding company and the sole managing member of GoHealth Holdings, LLC, and its principal asset consists of LLC Interests.

KEY TERMS AND PERFORMANCE INDICATORS; NON-GAAP FINANCIAL MEASURES

Throughout this Quarterly Report on Form 10-Q, we use a number of key terms and provide a number of key performance indicators used by management. We define these terms and key performance indicators as follows:

- “*Adjusted EBITDA*” represents, as applicable for the period, EBITDA as further adjusted for certain items discussed in Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.
- “*Adjusted EBITDA Margin*” refers to Adjusted EBITDA divided by net revenues.
- “*Approved Submissions*” refer to Submitted Policies approved by carriers for the identified product during the indicated period.
- “*CAC*” refers to the cost to convert a prospect into a customer less other non-commission carrier revenue for such period. CAC is comprised of cost of revenue, marketing and advertising expenses and customer care and enrollment expenses less other revenue and is presented on a per commissionable Approved Submission basis.

- “*EBITDA*” represents net income (loss) before interest expense, income tax expense (benefit) and depreciation and amortization expense.
- “*LTV*” refers to the Lifetime Value of Commissions per Approved Submission, which we define as aggregate commissions estimated to be collected over the estimated life of all commissionable Approved Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, carrier mix and expected policy persistency with applied constraints.
- “*LTV Per Approved Submission*” refers to the Lifetime Value of Commissions per Approved Submission, which we define as (i) aggregate commissions estimated to be collected over the estimated life of all commissionable Approved Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, carrier mix and expected policy persistency with applied constraints, excluding revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, divided by (ii) the number of commissionable Approved Submissions for such period.
- “*LTV/CAC*” refers to the Lifetime Value of Commissions per Consumer Acquisition Cost, which we define as (i) aggregate commissions estimated to be collected over the estimated life of all commissionable Approved Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, carrier mix and expected policy persistency with applied constraints, excluding revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, divided by (ii) the cost to convert a prospect into a customer less other non-commission carrier revenue for such period, or CAC. CAC is comprised of cost of revenue, marketing and advertising expenses and customer care and enrollment expenses less enterprise revenue, excluding cost of revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, and is presented on a per commissionable Approved Submission basis.
- “*Submitted Policies*” refer to completed applications that, with respect to each such application, the consumer has authorized us to submit to the carrier.

We use supplemental measures of our performance that are derived from our consolidated financial information, but which are not presented in our Condensed Consolidated Financial Statements prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). These non-GAAP financial measures include EBITDA; Adjusted EBITDA and Adjusted EBITDA Margin. Adjusted EBITDA is the primary financial performance measure used by management to evaluate its business and monitor its results of operations.

We use non-GAAP financial measures to supplement financial information presented on a GAAP basis. We believe that excluding certain items from our GAAP results allows management to better understand our consolidated financial performance from period to period and better project our future consolidated financial performance as forecasts are developed at a level of detail different from that used to prepare GAAP-based financial measures. Moreover, we believe these non-GAAP financial measures provide our stakeholders with useful information to help them evaluate our operating results by facilitating an enhanced understanding of our operating performance and enabling them to make more meaningful period to period comparisons. There are limitations to the use of the non-GAAP financial measures presented in this Quarterly Report on Form 10-Q. For example, our non-GAAP financial measures may not be comparable to similarly titled measures of other companies. Other companies, including companies in our industry, may calculate non-GAAP financial measures differently than we do, limiting the usefulness of those measures for comparative purposes.

The non-GAAP financial measures are not meant to be considered as indicators of performance in isolation from or as a substitute for net income (loss) prepared in accordance with GAAP, and should be read only in conjunction with financial information presented on a GAAP basis. Reconciliations of each of EBITDA and Adjusted EBITDA to its most directly comparable GAAP financial measure, net income (loss), are presented in the tables below in this Quarterly Report on Form 10-Q. We encourage you to review the reconciliations in conjunction with the presentation of the non-GAAP financial measures for each of the periods presented. In future periods, we may exclude similar items, may incur income and expenses similar to these excluded items and include other expenses, costs and non-recurring items.

ITEM 1. FINANCIAL STATEMENTS.

CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

GOHEALTH, INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(in thousands, except per share amounts, unaudited)

| | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|---|-----------------------------|--------------------|---------------------------|--------------------|
| | 2022 | 2021 | 2022 | 2021 |
| Net revenues: | | | | |
| Commission | \$ 118,038 | \$ 147,508 | \$ 327,677 | \$ 321,489 |
| Enterprise | 40,616 | 49,394 | 101,570 | 79,592 |
| Net revenues | 158,654 | 196,902 | 429,247 | 401,081 |
| Operating expenses: | | | | |
| Cost of revenue | 51,074 | 37,442 | 118,997 | 85,817 |
| Marketing and advertising | 44,714 | 55,735 | 128,747 | 110,219 |
| Customer care and enrollment | 66,542 | 61,927 | 144,997 | 109,021 |
| Technology | 10,749 | 11,983 | 23,508 | 21,600 |
| General and administrative | 38,106 | 25,297 | 67,323 | 44,982 |
| Amortization of intangible assets | 23,515 | 23,515 | 47,029 | 47,029 |
| Operating lease impairment charges | 24,995 | — | 24,995 | — |
| Total operating expenses | 259,695 | 215,899 | 555,596 | 418,668 |
| Income (loss) from operations | (101,041) | (18,997) | (126,349) | (17,587) |
| Interest expense | 12,724 | 8,277 | 24,122 | 16,965 |
| Loss on extinguishment of debt | — | 11,935 | — | 11,935 |
| Other (income) expense, net | (13) | 44 | 50 | 57 |
| Income (loss) before income taxes | (113,752) | (39,253) | (150,521) | (46,544) |
| Income tax (benefit) expense | — | (32) | 472 | (63) |
| Net income (loss) | (113,752) | (39,221) | (150,993) | (46,481) |
| Net income (loss) attributable to non-controlling interests | (69,933) | (27,217) | (93,691) | (32,390) |
| Net income (loss) attributable to GoHealth, Inc. | \$ (43,819) | \$ (12,004) | \$ (57,302) | \$ (14,091) |
| <i>Net loss per share (Note 7):</i> | | | | |
| Net loss per share of Class A common stock — basic and diluted | \$ (0.35) | \$ (0.12) | \$ (0.48) | \$ (0.14) |
| Weighted-average shares of Class A common stock outstanding — basic and diluted | 124,440 | 102,300 | 120,346 | 97,349 |

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements

GOHEALTH, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in thousands, unaudited)

| | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|---|-----------------------------|--------------------|---------------------------|--------------------|
| | 2022 | 2021 | 2022 | 2021 |
| Net income (loss) | \$ (113,752) | \$ (39,221) | \$ (150,993) | \$ (46,481) |
| <i>Other comprehensive income (loss):</i> | | | | |
| Foreign currency translation adjustments | (345) | (106) | (462) | (99) |
| Comprehensive income (loss) | (114,097) | (39,327) | (151,455) | (46,580) |
| Comprehensive income (loss) attributable to non-controlling interests | (70,145) | (27,291) | (93,978) | (32,459) |
| Comprehensive income (loss) attributable to GoHealth, Inc. | \$ (43,952) | \$ (12,036) | \$ (57,477) | \$ (14,121) |

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

GOHEALTH, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share amounts, unaudited)

| | Jun. 30, 2022 | Dec. 31, 2021 |
|---|---------------------|---------------------|
| Assets | | |
| <i>Current assets:</i> | | |
| Cash and cash equivalents | \$ 76,156 | \$ 84,361 |
| Accounts receivable, net of allowance for doubtful accounts of \$905 in 2022 and \$558 in 2021 | 38,250 | 17,276 |
| Commissions receivable - current | 198,647 | 268,663 |
| Prepaid expense and other current assets | 19,955 | 58,695 |
| Total current assets | 333,008 | 428,995 |
| Commissions receivable - non-current | 961,999 | 993,844 |
| Operating lease ROU asset | 22,987 | 23,462 |
| Other long-term assets | 2,437 | 3,608 |
| Property, equipment, and capitalized software, net | 29,986 | 24,273 |
| Intangible assets, net | 547,640 | 594,669 |
| Total assets | \$ 1,898,057 | \$ 2,068,851 |
| Liabilities and Stockholders' Equity | | |
| <i>Current liabilities:</i> | | |
| Accounts payable | \$ 14,641 | \$ 39,843 |
| Accrued liabilities | 33,234 | 52,788 |
| Commissions payable - current | 60,294 | 104,160 |
| Short-term operating lease liability | 9,998 | 6,126 |
| Deferred revenue | 2,691 | 536 |
| Current portion of long-term debt | 5,270 | 5,270 |
| Other current liabilities | 15,764 | 8,344 |
| Total current liabilities | 141,892 | 217,067 |
| <i>Non-current liabilities:</i> | | |
| Commissions payable - non-current | 291,990 | 274,403 |
| Long-term operating lease liability | 40,947 | 19,776 |
| Long-term debt, net of current portion | 662,018 | 665,115 |
| Other non-current liabilities | 2,889 | — |
| Total non-current liabilities | 997,844 | 959,294 |
| Commitments and Contingencies (Note 11) | | |
| <i>Stockholders' equity:</i> | | |
| Class A common stock – \$0.0001 par value; 1,100,000 shares authorized; 131,965 and 115,487 shares issued; 131,776 and 115,487 shares outstanding at June 30, 2022 and December 31, 2021, respectively. | 13 | 11 |
| Class B common stock – \$0.0001 par value; 579,555 and 587,360 shares authorized; 197,547 and 205,352 shares issued and outstanding at June 30, 2022 and December 31, 2021, respectively. | 20 | 21 |
| Preferred stock – \$0.0001 par value; 20,000 shares authorized; no shares issued and outstanding at June 30, 2022 and December 31, 2021. | — | — |
| Treasury stock – at cost; 189 shares of Class A common stock at June 30, 2022 | (344) | — |
| Additional paid-in capital | 612,627 | 561,447 |
| Accumulated other comprehensive income (loss) | (234) | (59) |
| Accumulated deficit | (265,619) | (208,317) |
| Total stockholders' equity attributable to GoHealth, Inc. | 346,463 | 353,103 |
| Non-controlling interests | 411,858 | 539,387 |
| Total stockholders' equity | 758,321 | 892,490 |
| Total liabilities and stockholders' equity | \$ 1,898,057 | \$ 2,068,851 |

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

GOHEALTH, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(in thousands, unaudited)

| | Three months ended Jun. 30, 2022 | | | | | | | | | | |
|---|----------------------------------|--------------|----------------------|--------------|----------------|-----------------|----------------------------|---------------------|---|--------------------------|----------------------|
| | Class A Common Stock | | Class B Common Stock | | Treasury Stock | | Additional Paid-In Capital | Accumulated Deficit | Accumulated Other Comprehensive Income (Loss) | Non-Controlling Interest | Stockholders' Equity |
| | Shares | Amount | Shares | Amount | Shares | Amount | | | | | |
| Balance at Apr. 1, 2022 | <u>121,944</u> | <u>\$ 12</u> | <u>199,338</u> | <u>\$ 20</u> | <u>(169)</u> | <u>\$ (329)</u> | <u>\$ 583,323</u> | <u>\$ (221,800)</u> | <u>\$ (101)</u> | <u>\$ 498,833</u> | <u>\$ 859,958</u> |
| Net loss | | | | | | | | (43,819) | | (69,933) | (113,752) |
| Issuance of Class A common shares related to share-based compensation plans | 8,427 | 1 | | | | | 336 | | | | 337 |
| Share-based compensation expense | | | | | | | 12,138 | | | | 12,138 |
| Foreign currency translation adjustment | | | | | | | | | (133) | (212) | (345) |
| Class A common shares repurchased for employee tax withholdings | | | | | (20) | (15) | | | | | (15) |
| Forfeitures of Time-Vesting Units | | | (197) | | | | | | | | |
| Redemption of LLC Interests | 1,594 | — | (1,594) | — | | | 16,830 | | | (16,830) | — |
| Balance at Jun. 30, 2022 | <u>131,965</u> | <u>\$ 13</u> | <u>197,547</u> | <u>\$ 20</u> | <u>(189)</u> | <u>\$ (344)</u> | <u>\$ 612,627</u> | <u>\$ (265,619)</u> | <u>\$ (234)</u> | <u>\$ 411,858</u> | <u>\$ 758,321</u> |

| | Three months ended Jun. 30, 2021 | | | | | | | | | |
|---|----------------------------------|--------------|----------------------|--------------|----------------------------|---------------------|---|--------------------------|----------------------|--|
| | Class A Common Stock | | Class B Common Stock | | Additional Paid-In Capital | Accumulated Deficit | Accumulated Other Comprehensive Income (Loss) | Non-Controlling Interest | Stockholders' Equity | |
| | Shares | Amount | Shares | Amount | | | | | | |
| Balance at Apr. 1, 2021 | <u>98,518</u> | <u>\$ 10</u> | <u>222,606</u> | <u>\$ 22</u> | <u>\$ 465,936</u> | <u>\$ (21,047)</u> | <u>\$ 19</u> | <u>\$ 951,472</u> | <u>\$ 1,396,412</u> | |
| Net loss | | | | | | (12,004) | | (27,217) | (39,221) | |
| Issuance of Class A common shares related to share-based compensation plans | 62 | — | | | 476 | | | | 476 | |
| Share-based compensation expense | | | | | 7,599 | | | | 7,599 | |
| Foreign currency translation adjustment | | | | | | | (32) | (74) | (106) | |
| Forfeitures of Time-Vesting Units | | | (373) | | | | | | | |
| Redemption of LLC Interests | 6,738 | — | (6,738) | — | 29,678 | | | (29,678) | — | |
| Balance at Jun. 30, 2021 | <u>105,318</u> | <u>\$ 10</u> | <u>215,495</u> | <u>\$ 22</u> | <u>\$ 503,689</u> | <u>\$ (33,051)</u> | <u>\$ (13)</u> | <u>\$ 894,503</u> | <u>\$ 1,365,160</u> | |

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

GOHEALTH, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(in thousands, unaudited)

| | Six months ended Jun. 30, 2022 | | | | | | | | | | |
|---|--------------------------------|--------------|----------------------|--------------|----------------|-----------------|----------------------------|---------------------|---|--------------------------|----------------------|
| | Class A Common Stock | | Class B Common Stock | | Treasury Stock | | Additional Paid-In Capital | Accumulated Deficit | Accumulated Other Comprehensive Income (Loss) | Non-Controlling Interest | Stockholders' Equity |
| | Shares | Amount | Shares | Amount | Shares | Amount | | | | | |
| Balance at Jan. 1, 2022 | 115,487 | \$ 11 | 205,352 | \$ 21 | — | \$ — | \$ 561,447 | \$ (208,317) | \$ (69) | \$ 539,387 | \$ 892,490 |
| Net loss | | | | | | | | (57,302) | | (93,691) | (150,993) |
| Issuance of Class A common shares related to share-based compensation plans | 8,940 | 1 | | | | | 336 | | | | 337 |
| Share-based compensation expense | | | | | | | 17,293 | | | | 17,293 |
| Foreign currency translation adjustment | | | | | | | | | (175) | (287) | (462) |
| Class A common shares repurchased for employee tax withholdings | | | | | (189) | (344) | | | | | (344) |
| Forfeitures of Time-Vesting Units | | | (267) | — | | | | | | (33,551) | — |
| Redemption of LLC Interests | 7,538 | 1 | (7,538) | (1) | | | 33,551 | | | (33,551) | — |
| Balance at Jun. 30, 2022 | 131,965 | \$ 13 | 197,547 | \$ 20 | (189) | \$ (344) | \$ 612,627 | \$ (265,619) | \$ (234) | \$ 411,858 | \$ 758,321 |

| | Six months ended Jun. 30, 2021 | | | | | | | | | |
|---|--------------------------------|--------------|----------------------|--------------|----------------------------|---------------------|---|--------------------------|----------------------|--|
| | Class A Common Stock | | Class B Common Stock | | Additional Paid-In Capital | Accumulated Deficit | Accumulated Other Comprehensive Income (Loss) | Non-Controlling Interest | Stockholders' Equity | |
| | Shares | Amount | Shares | Amount | | | | | | |
| Balance at Jan. 1, 2021 | 84,196 | \$ 8 | 236,997 | \$ 24 | \$ 399,169 | \$ (18,802) | \$ 17 | \$ 1,018,739 | \$ 1,399,155 | |
| Cumulative impact of Topic 842 | | | | | | (17) | | (46) | (63) | |
| Cumulative impact of Topic 326 | | | | | | (141) | | (398) | (539) | |
| Net income (loss) | | | | | | (14,091) | | (32,390) | (46,481) | |
| Issuance of Class A common shares related to share-based compensation plans | 74 | — | | | 476 | | | | 476 | |
| Share-based compensation expense | | | | | 12,711 | | | | 12,711 | |
| Foreign currency translation adjustment | | | | | | | (30) | (69) | (99) | |
| Forfeitures of Time-Vesting Units | | | (454) | — | | | | | — | |
| Redemption of LLC Interests | 21,048 | 2 | (21,048) | (2) | 91,333 | | | (91,333) | — | |
| Balance at Jun. 30, 2021 | 105,318 | \$ 10 | 215,495 | \$ 22 | \$ 503,689 | \$ (33,051) | \$ (13) | \$ 894,503 | \$ 1,365,160 | |

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

GOHEALTH, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands, unaudited)

| | Six months ended Jun. 30, | |
|---|------------------------------|-------------------|
| | 2022 | 2021 |
| Operating Activities | | |
| Net loss | \$ (150,993) | \$ (46,481) |
| <i>Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:</i> | | |
| Share-based compensation | 17,293 | 12,711 |
| Depreciation and amortization | 5,330 | 4,076 |
| Amortization of intangible assets | 47,029 | 47,029 |
| Amortization of debt discount and issuance costs | 1,381 | 1,262 |
| Loss on extinguishment of debt | — | 11,935 |
| Operating lease impairment charges | 24,995 | — |
| Non-cash lease expense | 2,862 | 2,451 |
| Other non-cash items | 29 | (846) |
| <i>Changes in assets and liabilities:</i> | | |
| Accounts receivable | (21,119) | (2,702) |
| Commissions receivable | 101,928 | (63,675) |
| Prepaid expenses and other assets | 39,795 | (11,778) |
| Accounts payable | (25,885) | 6,114 |
| Accrued liabilities | (19,898) | 3,993 |
| Deferred revenue | 2,155 | (36) |
| Commissions payable | (26,279) | 4,742 |
| Operating lease liabilities | (2,993) | (2,406) |
| Other liabilities | 10,747 | 1,361 |
| Net cash provided by (used in) operating activities | 6,377 | (32,250) |
| Investing Activities | | |
| Purchases of property, equipment and software | (9,658) | (7,909) |
| Net cash used in investing activities | (9,658) | (7,909) |
| Financing Activities | | |
| Proceeds from borrowings | — | 310,000 |
| Repayment of borrowings | (2,635) | (296,835) |
| Call premium paid for debt extinguishment | — | (5,910) |
| Debt issuance cost payments | (1,725) | (1,608) |
| Principal payments under finance lease obligations | (103) | (154) |
| Cash received on advancement to NVX Holdings, Inc. | — | 3,395 |
| Net cash (used in) provided by financing activities | (4,463) | 8,888 |
| Effect of exchange rate changes on cash and cash equivalents | (461) | (100) |
| Increase (decrease) in cash and cash equivalents | (8,205) | (31,371) |
| Cash and cash equivalents at beginning of period | 84,361 | 144,234 |
| Cash and cash equivalents at end of period | \$ 76,156 | \$ 112,863 |
| Supplemental Disclosure of Cash Flow Information | | |
| <i>Non-cash investing and financing activities:</i> | | |
| Purchases of property, equipment and software included in accounts payable | \$ 683 | \$ 2,233 |

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

GOHEALTH, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In thousands, except per share amounts, unaudited)

1. DESCRIPTION OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Description of Business

GoHealth, Inc. (the "Company") is a leading health insurance marketplace and Medicare-focused digital health company whose mission is to improve access to healthcare in America. The Company works with insurance carriers to provide solutions to efficiently enroll individuals in health insurance plans. The Company's proprietary technology platform leverages modern machine-learning algorithms powered by nearly two decades of insurance purchasing behavior to reimagine the optimal process for helping individuals find the best health insurance plan for their specific needs. The Company's insurance agents leverage the power of its vertically integrated customer acquisition platform to enroll members in Medicare and individual and family plans. Certain of the Company's operations do business as GoHealth, LLC ("GoHealth"), a wholly owned subsidiary of the Company that was founded in 2001.

The Company was incorporated in Delaware on March 27, 2020 for the purpose of facilitating the Company's initial public offering (the "IPO") and other related transactions in order to carry on the business of GoHealth Holdings, LLC (formerly known as Blizzard Parent, LLC), a Delaware limited liability company, and its wholly owned subsidiaries (collectively, "GHH, LLC"). Following the IPO and pursuant to a reorganization into a holding company structure, the Company is a holding company and its principal asset is a controlling equity interest in GHH, LLC. As the sole managing member of GHH, LLC, the Company operates and controls all of the business and affairs of GHH, LLC, and through GHH, LLC and its subsidiaries, conducts its business.

Basis of Presentation and Significant Accounting Policies

In connection with the IPO (as defined below), the Company became the sole managing member of GHH, LLC and controls the management of GHH, LLC. As a result, the Company consolidates GHH, LLC's financial results in its Condensed Consolidated Financial Statements and reports a non-controlling interest for the economic interest in GHH, LLC held by the Continuing Equity Owners. Substantially concurrently with the consummation of the IPO, the existing limited liability company agreement of GHH, LLC was amended and restated to, among other things, recapitalize its capital structure by creating a single new class of units (the "common units") and provide for a right of redemption of common units (subject in certain circumstances to time-based vesting requirements and certain other restrictions) in exchange for, at the Company's election, cash or newly-issued shares of Class A common stock on a one-for-one basis. In connection with any redemption, the Company will receive a corresponding number of common units, increasing the Company's total ownership interest in GHH, LLC.

Net income and loss is allocated to the Continuing Equity Owners on a pro-rata basis, assuming that any Class B common units that are subject to time-based vesting requirements are fully vested.

GHH, LLC is a holding company with no operating assets or operations and was formed to acquire a 100% equity interest in Norvax. On May 6, 2020, Blizzard Parent, LLC changed its name to "GoHealth Holdings, LLC". GHH, LLC owns 100% of Blizzard Midco, LLC, which owns 100% of Norvax. For all of the periods reported in these Condensed Consolidated Financial Statements, GHH, LLC has not and does not have any material operations on a standalone basis, and all of the operations of GHH, LLC are carried out by Norvax.

The accompanying Condensed Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information, but do not include all information and footnote disclosures required under GAAP for annual financial statements. In the opinion of management, the interim Condensed Consolidated Financial Statements include all adjustments, consisting only of normal recurring adjustments, necessary for the fair presentation of the Company's financial position, results of operations and cash flows as of the dates and for the periods presented. All intercompany transactions and balances are eliminated in consolidation. Certain prior period amounts have been reclassified to conform with the current period presentation. Effective on December 31, 2021, we lost our emerging growth company ("EGC") status, which accelerated the adoption of Accounting Standards Update ("ASU") 2016-02, *Leases* and ASU 2019-11, *Financial Instruments – Credit Losses*. As a result, we recast our previously reported consolidated financial statements effective January 1, 2021 to reflect the adoption of these standards.

Use of Estimates

The preparation of the Condensed Consolidated Financial Statements in conformity with GAAP requires management to make estimates, judgments, and assumptions that affect the reported amounts of assets and liabilities at the date of the Condensed Consolidated Financial Statements, and the reported amounts of revenues and expenses during the reporting periods. The Company bases its estimates on historical experience and on various other assumptions that management believes are reasonable under the circumstances, the results of which form the basis for making judgments about carrying values of assets

and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates. There have been no material changes to the Company's significant accounting policies as discussed in the notes to the Company's audited consolidated financial statements as of and for the year ended December 31, 2021.

Seasonality

A greater number of the Company's Medicare-related health insurance plans are sold in its fourth quarter during the Medicare annual enrollment period when Medicare-eligible individuals are permitted to change their Medicare Advantage and Medicare Part D prescription drug coverage for the following year. As a result, the Company's Medicare plan-related commission revenue is typically highest in the Company's fourth quarter.

The majority of the Company's individual and family health insurance plans are sold in its fourth quarter during the annual open enrollment period as defined under the federal Patient Protection and ACA and related amendments in the Health Care and Education Reconciliation Act. Individuals and families generally are not able to purchase individual and family health insurance outside of the open enrollment period, unless they qualify for a special enrollment period as a result of certain qualifying events, such as losing employer-sponsored health insurance or moving to another state. As a result, the Company's individual and family plan-related commission revenue is typically highest in the Company's fourth quarter.

Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, *Leases* (Topic 842). The guidance specifies that lessees will need to recognize a right-of-use asset and a lease liability for virtually all their leases except those which meet the definition of a short-term lease. For income statement purposes, the FASB retained a dual model, requiring leases to be classified as either operating or financing. Classification will be based on criteria that are similar to those applied in current lease accounting, but without explicit bright lines. The Company adopted the new guidance effective January 1, 2021. The Company elected the optional transition method which allows entities to continue to apply historical accounting guidance in the comparative periods presented in the year of adoption. At transition, lessees and lessors may elect to apply a package of practical expedients permitting entities not to reassess: (i) whether any expired or existing contracts are or contain leases; (ii) lease classification for any expired or existing leases and (iii) whether initial direct costs for any expired or existing leases qualify for capitalization under the amended guidance. These practical expedients must be elected as a package and consistently applied. The Company applied the package of practical expedients upon adoption. As a result of adopting this standard, on January 1, 2021, the Company recorded lease liabilities of \$29.3 million, right-of-use assets of \$28.0 million, and an immaterial cumulative catch-up adjustment to opening equity. The adoption of this new standard did not have a material impact on the Company's consolidated statements of operations, comprehensive income (loss), or cash flows. The Company has included expanded disclosures on the condensed consolidated balance sheets and in Note 10 to the Condensed Consolidated Financial Statements.

In November 2019, the FASB issued ASU 2019-11, *Financial Instruments – Credit Losses* (Topic 326), which amends the guidance for accounting for assets that are potentially subject to credit risk. The amendments affect contract assets, loans, debt securities, trade receivables, net investments in leases, off-balance-sheet credit exposures, reinsurance receivables, and any other financial assets not excluded from the scope that have the contractual right to receive cash. The Company adopted the new guidance effective January 1, 2021. As a result of adopting this standard, on January 1, 2021, the Company recorded a cumulative adjustment to opening equity of \$0.5 million. The adoption of this new standard did not have a material impact on the Company's consolidated statements of operations, comprehensive income (loss), or cash flows.

2. FAIR VALUE MEASUREMENTS

The Company defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques the Company uses to measure fair value maximize the use of observable inputs and minimize the use of unobservable inputs. The Company classifies the inputs used to measure fair value into the following hierarchy:

| | |
|----------------|---|
| Level 1 Inputs | Unadjusted quoted prices in active markets for identical assets or liabilities. |
| Level 2 Inputs | Unadjusted quoted prices in active markets for similar assets or liabilities; unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability. |
| Level 3 Inputs | Unobservable inputs for the asset or liability. |

Fair Value Measurements

The carrying amount of certain financial instruments, including cash and cash equivalents, accounts receivable, unbilled receivables, accounts payable, and accrued expenses approximate fair value due to the short maturity of these instruments. The carrying value of debt approximates fair value due to the variable nature of interest rates.

As part of the Company's continued cost savings initiatives, the Company is actively looking to terminate or sublease certain office spaces and call centers. These actions resulted in a \$25.0 million operating lease impairment charge for the three and six months ended June 30, 2022, reducing the carrying value of the associated ROU assets and leasehold improvements to the estimated fair values. The fair value was estimated using a discounted cash flows approach on forecasted future cash flows expected to be derived from the property based on current sublease market rent, which is considered a level 3 input in the fair value hierarchy. A 5% increase or decrease to the market rent per square foot input would increase or decrease the estimated fair value and resulting impairment charge by approximately \$1.0 million.

3. GOODWILL AND INTANGIBLE ASSETS, NET

Goodwill

During 2019, the Company allocated \$380.3 million and \$6.2 million of the goodwill recognized in connection with the Acquisition to its Medicare—Internal segment and Medicare—External segment, respectively, based on an estimate of the relative fair value of each reportable segment.

The Company tests goodwill for impairment at the reporting unit level annually on November 30th and whenever events or circumstances make it more likely than not that an impairment may have occurred. A reporting unit is an operating segment or one level below an operating segment to which goodwill is assigned when initially recorded. The Company has four reporting units, which are the same as its four operating segments.

Fourth Quarter 2021 Goodwill Impairment Charges

During the annual enrollment period in the fourth quarter of 2021, the Company and the broader industry experienced an increase in consumer shopping which led to lower policy persistency than anticipated and resulted in lower LTV performance. Additionally, operating margins in the fourth quarter of 2021 declined significantly, which was primarily driven by tight labor markets and resulted in higher than expected customer care and enrollment costs. As such and in connection with the Company's annual and long-range planning process, which coincided with the Company's annual goodwill impairment test as of November 30, 2021, the Company determined the Medicare— Internal and Medicare— External reporting units' financial performance were lower than previously anticipated. As a result, the Company's quantitative goodwill impairment test indicated that the fair values of the Medicare— Internal and Medicare— External reporting units no longer exceeded their carrying values, and the Company recognized goodwill impairment charges of \$380.3 million and \$6.2 million for the Medicare-Internal and Medicare— External reporting units, respectively, representing the full amount of goodwill associated with these reporting units.

The quantitative goodwill impairment test performed by the Company as of November 30, 2021, included significant level 3 fair value estimates and assumptions including, among others, cash flow projections and selecting an appropriate discount rate.

Intangible Assets

The gross carrying amounts, accumulated amortization and net carrying amounts of the Company's definite-lived amortizable intangible assets, as well as its indefinite-lived intangible trade names, are as follows:

| (in thousands) | Jun. 30, 2022 | | |
|--|-----------------------|--------------------------|---------------------|
| | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount |
| Developed technology | \$ 496,000 | \$ 198,400 | \$ 297,600 |
| Customer relationships | 232,000 | 64,960 | 167,040 |
| Total intangible assets subject to amortization | \$ 728,000 | \$ 263,360 | \$ 464,640 |
| Indefinite-lived trade names | | | 83,000 |
| Total intangible assets | | | \$ 547,640 |

| (in thousands) | Dec. 31, 2021 | | |
|--|-----------------------|--------------------------|---------------------|
| | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount |
| Developed technology | \$ 496,000 | \$ 162,971 | \$ 333,029 |
| Customer relationships | 232,000 | 53,360 | 178,640 |
| Total intangible assets subject to amortization | \$ 728,000 | \$ 216,331 | \$ 511,669 |
| Indefinite-lived trade names | | | 83,000 |
| Total intangible assets | | | \$ 594,669 |

There was no impairment of intangible assets for the three and six months ended June 30, 2022 and 2021.

As of June 30, 2022, expected amortization expense related to intangible assets for each of the five succeeding years is as follows:

| (in thousands) | Developed Technology | Customer Relationships | Total |
|-------------------|----------------------|------------------------|-------------------|
| Remainder of 2022 | \$ 35,429 | \$ 11,600 | \$ 47,029 |
| 2023 | 70,857 | 23,200 | 94,057 |
| 2024 | 70,857 | 23,200 | 94,057 |
| 2025 | 70,857 | 23,200 | 94,057 |
| 2026 | 49,600 | 23,200 | 72,800 |
| Thereafter | — | 62,640 | 62,640 |
| Total | \$ 297,600 | \$ 167,040 | \$ 464,640 |

4. LONG-TERM DEBT

The Company's long-term debt consisted of the following:

| (in thousands) | Jun. 30, 2022 | Dec. 31, 2021 |
|--|-------------------|-------------------|
| Term Loan Facilities | \$ 520,768 | \$ 523,403 |
| Revolving Credit Facilities | 155,000 | 155,000 |
| Less: Unamortized debt discount and issuance costs | (8,480) | (8,018) |
| Total debt | \$ 667,288 | \$ 670,385 |
| Less: Current portion of long-term debt | (5,270) | (5,270) |
| Total long-term debt | \$ 662,018 | \$ 665,115 |

Term Loan Facilities

On September 13, 2019, Norvax (the "Borrower") entered into a first lien credit agreement (the "Credit Agreement") which provided for a \$300.0 million aggregate principal amount senior secured term loan facility (the "Initial Term Loan Facility"). During 2020, the Company entered into a series of amendments to the Credit Agreement to provide for, among other items as further described below, \$117.0 million of incremental term loans (the "Incremental Term Loan Facility").

On June 11, 2021, the Company entered into Amendment No. 5 to the Credit Agreement and Incremental Facility Agreement ("Amendment No. 5"). Amendment No. 5 created a new class of incremental term loans (the "2021 Incremental Term Loans") in an aggregate principal amount equal to \$310.0 million, which was used to refinance \$295.5 million of outstanding principal under the Initial Term Loan Facility, pay the related accrued interest and fund the prepayment premium. In connection with Amendment No. 5 and the refinancing of the Initial Term Loan, the Company recognized an \$11.9 million loss on debt extinguishment, representing the 2% prepayment premium of \$5.9 million and the write-down of deferred financing costs and debt discounts of \$6.0 million. The Company incurred \$1.7 million of debt issuance costs associated with Amendment No. 5, which are being amortized over the life of the debt to interest expense using the effective interest method.

On November 10, 2021, the Company entered into Amendment No. 6 to the Credit Agreement and Incremental Facility Agreement ("Amendment No. 6"). Amendment No. 6 provided \$100.0 million of incremental term loans (the "2021-2 Incremental Term Loans"). The Company incurred \$2.5 million of debt issuance costs associated with Amendment No. 6, which are being amortized over the life of the debt to interest expense using the effective interest method.

The Company collectively refers to the Initial Term Loan, Incremental Term Loan Facility, the 2021 Incremental Term Loans, and the 2021-2 Incremental Term Loans as the "Term Loan Facilities".

As of June 30, 2022, the Company had a principal amount of \$114.4 million, \$306.9 million, and \$99.5 million outstanding under the Incremental Term Loan Facility, the 2021 Incremental Term Loans, and the 2021-2 Incremental Term Loans, respectively. As of December 31, 2021, the Company had a principal amount of \$115.0 million, \$308.4 million, and \$100.0 million outstanding under the Incremental Term Loan Facility, the 2021 Incremental Term Loans, and the 2021-2 Incremental Term Loans, respectively. The Incremental Term Loan Facility effective interest rate was 7.5% at both June 30, 2022 and December 31, 2021. The 2021 Incremental Term Loan and the 2021-2 Incremental Term Loan effective interest rates were 7.5% and 7.7% at June 30, 2022, respectively. Both the 2021 Incremental Term Loan and the 2021-2 Incremental Term Loan effective interest rate was 6.0% at December 31, 2021.

Borrowings under the Incremental Term Loan Facility are, at the option of the Borrower, either (i) alternate base rate ("ABR") plus 5.50% per annum or (ii) LIBOR plus 6.50% per annum. The 2021 Incremental Term Loans from and after the 2021-2 Incremental Term Loans Closing Date, or November 10, 2021, and the 2021-2 Incremental Term Loans, bear interest at either (i) ABR plus 4.00% per annum or (ii) LIBOR plus 5.00% per annum.

On March 14, 2022, the Company entered into Amendment No. 7 to the Credit Agreement and Incremental Facility Agreement ("Amendment No. 7"). Amendment No. 7 provided that (a) the 2021 Incremental Term Loans, from and after the Amendment No. 7 Effective Date, will bear interest at either (i) ABR plus 5.50% per annum or (ii) LIBOR plus 6.50% per annum and (b) the 2021-2 Incremental Term Loans, from and after the Amendment No. 7 Effective Date, will bear interest at either (i) ABR plus 5.50% per annum or (ii) LIBOR plus 6.50% per annum. Amendment No. 7 further amended the Credit Agreement to remove testing of the Net Leverage Ratio for the December 31, 2021 period and increased the maximum permitted Net Leverage Ratio for future reporting periods through March 31, 2023. The Company incurred \$1.7 million of debt issuance costs associated with Amendment No. 7, which are being amortized over the life of the debt to interest expense using the effective interest method.

On August 12, 2022, the Company entered into Amendment No. 8 to the Credit Agreement and Incremental Facility Agreement ("Amendment No. 8"). Amendment No. 8 provided that (a) the 2021 Incremental Term Loans, from and after the Amendment No. 8 Effective Date, will bear interest at either (i) ABR plus 6.50% per annum or (ii) LIBOR plus 7.50% per annum and (b) the 2021-2 Incremental Term Loans, from and after the Amendment No. 8 Effective Date, will bear interest at either (i) ABR plus 6.50% per annum or (ii) LIBOR plus 7.50% per annum. Amendment No. 8 further amended the Credit Agreement to increase the maximum permitted Net Leverage Ratio for future reporting periods from December 31, 2022 through June 30, 2023.

The Term Loan Facilities are payable in quarterly installments in the principal amount of 0.25% of the original principal amount. The remaining unpaid balance on the Term Loan Facilities, together with all accrued and unpaid interest thereon, is due and payable on or prior to September 13, 2025.

Revolving Credit Facilities

The Credit Agreement provided for a \$30.0 million aggregate principal amount senior secured revolving credit facility (the "Revolving Credit Facility"). During 2020, the Company entered into a series of amendments to the Credit Agreement to provide for \$28.0 million of incremental revolving credit (the "Incremental Revolving Credit Facilities").

On May 7, 2021, the Company entered into a fourth amendment to the Credit Agreement, which provided \$142.0 million of incremental revolving credit (the "Incremental No. 4 Revolving Credit Facility"), for a total amount of \$200.0 million.

The Company collectively refers to the Revolving Credit Facility, the Incremental Revolving Credit Facilities, and the Incremental No. 4 Revolving Credit Facility as the "Revolving Credit Facilities".

Amendment No. 5, as described above, also separated the Revolving Credit Facilities into two classes of revolving commitments consisting of Class A Revolving Commitments in the amount of \$30.0 million and Class B Revolving Commitments in the amount of \$170.0 million.

Borrowings under the Class A Revolving Commitments bear interest at either ABR plus 5.50% per annum or LIBOR plus 6.50% per annum. Borrowings under the Class B Revolving Commitments bear interest at either ABR plus 3.00% per annum or LIBOR plus 4.00% per annum. The Borrower is required to pay a commitment fee of 0.50% per annum under the Revolving Credit Facilities.

The Company had \$23.2 million outstanding under the Class A Revolving Credit Facilities and \$131.8 million outstanding under the Class B Revolving Credit Facilities as of both June 30, 2022 and December 31, 2021. The Revolving Credit Facilities have a remaining capacity of \$45.0 million in the aggregate as of June 30, 2022. The Class A Revolving Credit Facilities and Class B Revolving Credit Facilities weighted-average effective interest rates were 8.1% and 5.6% at June 30, 2022, respectively, and 7.5% and 5.0% at December 31, 2021, respectively.

Outstanding borrowings under the Revolving Credit Facilities do not amortize and are due and payable on September 13, 2024.

The Borrower's obligations under the Term Loan Facilities and Revolving Credit Facilities are guaranteed by Blizzard Midco, LLC and certain of the Borrower's subsidiaries. All obligations under the Credit Agreement are secured by a first priority lien on substantially all of the assets of the Borrower, including a pledge of all of the equity interests of its subsidiaries. The Credit Agreement contains customary events of default and financial and non-financial covenants. The Company is in compliance with all covenants as of June 30, 2022.

5. STOCKHOLDERS' EQUITY AND MEMBERS' EQUITY

In connection with the Company's IPO in July 2020, the Company's board of directors (the "Board of Directors") approved an amended and restated certificate of incorporation and amended and restated bylaws. The amended and restated certificate of incorporation authorizes the issuance of up to 1,100,000 shares of Class A common stock, 690,000 shares of Class B common stock and 20,000 shares of preferred stock, each having a par value of \$0.0001 per share. The number of shares of Class B common stock authorized is reduced for redemptions and forfeitures as they occur.

The Company's amended and restated certificate of incorporation and the GoHealth Holdings, LLC Agreement require that the Company and GoHealth Holdings, LLC at all times maintain a one-to-one ratio between the number of shares of Class A common stock issued by the Company and the number of LLC Interests owned by the Company, except as otherwise determined by the Company. Additionally, the Company's amended and restated certificate of incorporation and the GoHealth Holdings, LLC Agreement require that the Company and GoHealth Holdings, LLC at all times maintain a one-to-one ratio between the number of shares of Class B common stock owned by the Continuing Equity Owners and their respective permitted transferees and the number of LLC Interests owned by the Continuing Equity Owners and their respective permitted transferees, except as otherwise determined by the Company. Only the Continuing Equity Owners and the permitted transferees of Class B common stock are permitted to hold shares of Class B common stock. Shares of Class B common stock are transferable for shares of Class A common stock only together with an equal number of LLC Interests.

Holders of shares of the Company's Class A common stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders. Each share of Class B common stock entitles its holders to one vote per share on all matters presented to the Company's stockholders generally. Holders of shares of Class B common stock will vote together with holders of the Company's Class A common stock as a single class on all matters presented to the Company's stockholders for their vote or approval, except for certain amendments to the Company's amended and restated certificate of incorporation or as otherwise required by applicable law or the amended and restated certificate of incorporation. Holders of our Class B common stock are not entitled to participate in any dividends declared by our Board of Directors. Under the terms of the Company's amended and restated certificate of incorporation, the Company's Board of Directors is authorized to direct the Company to issue shares of preferred stock in one or more series without stockholder approval. The Company's Board of Directors has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock.

The Continuing Equity Owners may, subject to certain exceptions, from time to time at each of their options require GoHealth Holdings, LLC to redeem all or a portion of their LLC Interests in exchange for, at the Company's election (determined by at least two of the Company's independent directors who are disinterested), newly-issued shares of Class A common stock on a one-for-one basis, or to the extent there is cash available from a secondary offering, a cash payment equal to a volume weighted average market price of one share of the Company's Class A common stock for each LLC Interest so redeemed, in each case, in accordance with the terms of the GoHealth Holdings, LLC Agreement.

The weighted average ownership percentages for the applicable reporting periods are used to attribute net income (loss) and other comprehensive income (loss) to the Company and the non-controlling interest holders. The non-controlling interest holders' weighted average ownership percentages for the three and six months ended June 30, 2022 were 61.5% and 62.6%, respectively. The non-controlling interest holders' weighted average ownership percentages for the three and six months ended June 30, 2021 were 68.1% and 69.7%, respectively.

Upon the Company's dissolution or liquidation, after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, holders of Class A common stock and Class B common stock will be entitled to receive ratable portions of the Company's remaining assets available for distribution; provided, that the holders of Class B common stock shall not be entitled to receive more than \$0.0001 per share of Class B common stock and upon receiving such amount, shall not be entitled to receive any of the Company's other assets or funds with respect to such shares of Class B common stock.

6. SHARE-BASED COMPENSATION PLANS

The following table summarizes share-based compensation expense by operating function for the periods presented:

| (in thousands) | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|---|-----------------------------|-----------------|---------------------------|------------------|
| | 2022 | 2021 | 2022 | 2021 |
| Marketing and advertising | \$ 215 | \$ 426 | \$ 656 | \$ 764 |
| Customer care and enrollment | 624 | 1,043 | 1,255 | 1,839 |
| Technology | 627 | 1,133 | 1,609 | 1,880 |
| General and administrative | 12,791 | 4,997 | 15,892 | 8,228 |
| Total share-based compensation expense | \$ 14,257 | \$ 7,599 | \$ 19,412 | \$ 12,711 |

2021 Employment Inducement Award Plan

On December 19, 2021, the Board of Directors approved the adoption of the GoHealth, Inc. 2021 Employment Inducement Award Plan (as amended from time to time, the "Inducement Award Plan"). In accordance with Rule 5635(c)(4), awards under the Inducement Award Plan may only be made to a newly hired employee who has not previously been a member of the Board of Directors, or an employee who is being rehired following a bona fide period of non-employment by the Company or a subsidiary, as a material inducement to the employee's entering into employment with the Company or its subsidiary. On June 3, 2022, the Company approved an amendment to the Inducement Award Plan, solely to increase the shares of the Company's Class A common stock reserved for issuance from an aggregate of 4,000 Class A shares to an aggregate of 25,000 Class A shares.

Restricted Stock Units ("RSUs")

On June 7, 2022, the Company granted, to certain of its executives, an aggregate of 7,667 shares of Class A common stock issuable pursuant to RSUs, all of which were fully vested on the date of grant. The Company recognized the grant-date fair value of these RSUs, or \$6.3 million, as compensation expense on the date of grant.

Performance Stock Units ("PSUs")

On June 7, 2022, the Company granted, to certain of its executives, an aggregate of 2,917 shares of Class A common stock issuable pursuant to volume weighted average PSUs ("VWAPs"). The number of shares issued on the third anniversary of the date of grant is based on volume weighted average price performance over such three year period ("Three Year VWAP") in the following percentages: (i) 50% if the Three Year VWAP is equal to or greater than \$2.00 but less than \$3.00; (ii) 100% if the Three Year VWAP is equal to or greater than \$3.00 but less than \$4.00; (iii) 150% if the Three Year VWAP is equal to or greater than \$4.00 but less than \$6.00; and (iv) 200% if the Three Year VWAP is equal to or greater than \$6.00. The Company estimated the grant-date fair value of the awards subject to a market condition using a Monte Carlo simulation model, using the following weighted-average assumptions: risk-free interest rate of 2.9% and annualized volatility of 94.0%. The grant-date fair value of the VWAPs was \$0.55. The Company recognizes the grant-date fair value of VWAPs as compensation expense on a straight-line basis over the three-year performance period.

During 2021, the Company granted to certain of its employees 489 shares of Class A common stock issuable pursuant to PSUs. The criteria for the market-based PSUs is based on the Company's total shareholder return ("TSR") relative to the TSR of the common stock of a pre-defined industry peer group. TSR is measured at the end of the performance period, which is generally the period commencing on the grant date and ending on the three-year anniversary of the grant date. Depending on the relative TSR achieved, the number of PSUs earned can vary from 0% of the target award to a maximum of 200% of the target award. The Company estimated the grant-date fair value of the awards subject to a market condition using a Monte Carlo simulation model, using the following weighted-average assumptions: risk-free interest rate of 0.2% and annualized volatility of 72.0%. The grant-date fair value of the PSUs was \$22.17. The Company recognizes the grant-date fair value of PSUs as compensation expense on a straight-line basis over the three-year performance period.

For the three and six months ended June 30, 2022, the Company recorded share-based compensation expense related to PSUs of \$0.2 million and \$1.0 million, respectively. For the three and six months ended June 30, 2021, the Company recorded share-based compensation expense related to PSUs of \$0.9 million and \$1.4 million, respectively.

2020 Employee Stock Purchase Plan

On July 7, 2020, the Company adopted the 2020 Employee Stock Purchase Plan ("2020 ESPP"), which became effective on the same date. The purpose of the 2020 ESPP is to provide the Company's eligible employees with an opportunity to purchase designated shares of the Company's Class A common stock at a price equal to 85% of the lower of the closing price at the beginning or end of each offering period. During the three and six months ended June 30, 2022, the Company issued 662 shares of Class A common stock through the 2020 ESPP. During the three and six months ended June 30, 2021, the Company issued 50 shares of Class A common stock through the 2020 ESPP.

For the three and six months ended June 30, 2022, the Company recorded share-based compensation expense related to the 2020 ESPP of \$0.1 million and \$0.3 million, respectively. For the three and six months ended June 30, 2021, the Company recorded share-based compensation expense related to the 2020 ESPP of \$0.1 million and \$0.2 million, respectively.

Stock Appreciation Rights

On June 6, 2022, the Founders were each awarded two stock appreciation rights ("SARs") under the 2020 Plan. The first SAR received by each Founder was granted on June 6, 2022, and the second SAR received by each Founder will be granted on or about June 1, 2023. Each SAR will be settled in cash with an aggregate grant date value equal to \$1.5 million (the number of shares to be determined by dividing such value by the per share Black-Scholes valuation as of the date of grant), will have an exercise price equal to the fair market value of a share of the Company's common stock on the date of grant and will be exercisable in full on the third anniversary of the date of grant. There is no future service requirement in connection with the SARs, and as such, the total initial fair value of the awards is recorded as expense at the time of the grant. The fair value of the SARs liability is revalued (marked-to-market) each reporting period using the Black-Scholes valuation model, based on the Company's period-end stock price. SARs are liability-classified awards, and as such, are recorded within other long-term liabilities on the Condensed Consolidated Balance Sheet. For the three and six months ended June 30, 2022, the Company recorded \$2.1 million of share-based compensation expense related to the SARs.

Stock Option Repricing

On April 25, 2022 and in accordance with the terms of the GoHealth, Inc. 2020 Incentive Award Plan, the Board of Directors approved a stock option repricing (the "Repricing") where the exercise price of each Relevant Option (as defined below) was reduced to \$1.05 per share, the average trailing 20 trading day closing price of the Company's Class A common stock as of market close on the day of board approval. "Relevant Options" are all outstanding stock options as of April 25, 2022 (vested or unvested) to acquire shares of the Company's Class A common stock that were issued to currently employed employees prior to April 1, 2022, but excluding stock options granted to certain executive officers. Except for the reduction in the exercise price of the Relevant Options, all outstanding stock options will continue to remain outstanding in accordance with their current terms and conditions. As a result of the Repricing, the Company will record an incremental share-based compensation charge of \$1.1 million, of which \$0.3 million was recognized on the date of the Repricing and \$0.8 million is recognized over the remaining term of the repriced options.

7. NET LOSS PER SHARE

Basic loss per share is computed by dividing net loss attributable to GoHealth, Inc. by the weighted-average number of shares of Class A common stock outstanding during the period. Diluted loss per share is computed giving effect to all potentially dilutive shares. Diluted loss per share for all periods presented is the same as basic loss per share as the inclusion of potentially issuable shares would be antidilutive.

A reconciliation of the numerator and denominator used in the calculation of basic and diluted net loss per share of Class A common stock is as follows:

| (in thousands, except per share amounts) | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|---|-----------------------------|------------------|---------------------------|------------------|
| | 2022 | 2021 | 2022 | 2021 |
| Numerator: | | | | |
| Net loss | \$ (113,752) | \$ (39,221) | \$ (150,993) | \$ (46,481) |
| Less: Net loss attributable to non-controlling interests | (69,933) | (27,217) | (93,691) | (32,390) |
| Net loss attributable to GoHealth, Inc. | (43,819) | (12,004) | (57,302) | (14,091) |
| Denominator: | | | | |
| Weighted-average shares of Class A common stock outstanding—basic | 124,440 | 102,300 | 120,346 | 97,349 |
| Effect of dilutive securities | — | — | — | — |
| Weighted-average shares of Class A common stock outstanding—diluted | 124,440 | 102,300 | 120,346 | 97,349 |
| Net loss per share of Class A common stock—basic and diluted | \$ (0.35) | \$ (0.12) | \$ (0.48) | \$ (0.14) |

The following number of shares were excluded from the calculation of diluted loss per share because the effect of including such potentially dilutive shares would have been antidilutive:

| (in thousands) | Jun. 30, | |
|---|----------|---------|
| | 2022 | 2021 |
| Class A common stock issuable pursuant to equity awards | 20,808 | 7,337 |
| Class B common stock | 197,547 | 215,495 |

Shares of Class B common stock do not share in earnings and are not participating securities. Accordingly, separate presentation of loss per share of Class B common stock under the two-class method has not been presented.

8. INCOME TAXES

The Company is taxed as a corporation for income tax purposes and is subject to federal, state, and local taxes on the income allocated to it from GHH, LLC based upon the Company's economic interest in GHH, LLC. The Company is the sole managing member of GHH, LLC and, as a result, consolidates the financial results of GHH, LLC. GHH, LLC is a limited liability company taxed as a partnership for income tax purposes, and the subsidiaries of GHH, LLC are limited liability companies for income tax purposes except for a subsidiary and its foreign subsidiary, which are taxed as a corporation and foreign disregarded entity, respectively. As such, GHH, LLC does not pay any federal income taxes, as income or loss is included in the tax returns of the individual members. Additionally, certain wholly-owned entities taxed as corporations are subject to federal, state, and foreign income taxes in the jurisdictions in which they operate, and accruals for such taxes are included in the Condensed Consolidated Financial Statements.

The Company's effective tax rate for the three and six months ended June 30, 2022 was 0.00% and (0.31)%, respectively. The Company's effective tax rate for the three and six months ended June 30, 2021 was 0.08% and 0.14%, respectively. The effective tax rate for each period is lower than the statutory tax rate primarily due to the effect of loss entities for which the Company excludes from its annual effective tax rate calculation and loss attributable to non-controlling interests.

Tax Receivable Agreement

In connection with the IPO, the Company entered into a Tax Receivable Agreement with GHH, LLC, the Continuing Equity Owners and the Blocker Shareholders (the "TRA"), which provides for the payment by the Company to the Continuing Equity Owners and the Blocker Shareholders of 85% of the amount of tax benefits, if any, that the Company actually realizes (or in some circumstances is deemed to realize). The amounts payable under the TRA vary depending upon a number of factors, including the amount, character, and timing of the taxable income of the Company in the future. As of June 30, 2022, the Company has determined there is no resulting liability related to the TRA. Should the Company determine that the TRA liability will be considered probable at a future date based on new information, any changes will be recorded within income from continuing operations at that time.

9. REVENUE

Revenue Recognition for Variable Consideration

The Company's variable consideration includes the total estimated lifetime value ("LTV") it expects to receive for selling an insurance product after the carrier approves an application. The consideration is variable based on the amount of time it estimates a policy will remain in force, which is based on historical experience or carrier experience to the extent available, industry data, and expectations as to future retention rates. Additionally, the Company considers the application of a constraint and only recognizes the amount of variable consideration that it believes is probable that it will be entitled to receive and will not be subject to a significant revenue reversal in the future. Due to lower persistency observed during the three and six months ended June 30, 2022 and declining LTV estimates, the Company applied an incremental LTV constraint to all Medicare policies sold in the first and second quarters of 2022.

On a quarterly basis, the Company re-estimates LTV at a vintage level for outstanding vintages, reviews and monitors changes in the data used to estimate LTV, as well as the cash received for each vintage as compared to the original estimates. The difference between cash received for each vintage and the respective estimated LTV can be significant and may or may not be indicative of the need to adjust revenue for prior period vintages. Changes in LTV may result in an increase or a decrease to revenue and a corresponding change to commissions receivable. The Company analyzes these differences and to the extent the Company believes differences in the estimates are indicative of a change to prior period LTVs, the Company will adjust revenue for the affected vintages at the time such determination is made and when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. For the three and six months ended June 30, 2022, the Company recorded negative revenue adjustments of \$3.6 million and \$6.2 million, respectively, for changes in estimates relating to performance obligations satisfied in prior periods. For the three and six months ended June 30, 2021, the Company recorded a negative revenue adjustment of \$1.4 million and \$3.6 million, respectively, relating to performance obligations satisfied in prior periods.

Disaggregation of Revenue

The table below depicts the disaggregation of revenue by product, and is consistent with how the Company evaluates its financial performance:

| (in thousands) | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|---|-----------------------------|-------------------|---------------------------|-------------------|
| | 2022 | 2021 | 2022 | 2021 |
| Commission revenue: | | | | |
| <i>Medicare:</i> | | | | |
| Medicare Advantage | \$ 115,494 | \$ 144,039 | \$ 322,128 | \$ 312,187 |
| Medicare Supplement | 91 | 789 | 403 | 1,573 |
| Prescription Drug Plans | 978 | 488 | 2,232 | 1,041 |
| Total Medicare | 116,563 | 145,316 | 324,763 | 314,801 |
| <i>Individual and Family Plan:</i> | | | | |
| Fixed Indemnity | 175 | 808 | 556 | 3,589 |
| Short-term | 110 | 219 | 281 | 619 |
| Major Medical | — | 208 | 72 | 409 |
| Total Individual and Family Plan | 285 | 1,235 | 909 | 4,617 |
| Ancillary | 1,189 | 891 | 2,000 | 1,999 |
| Small Group | 1 | 66 | 5 | 72 |
| Total commission revenue | 118,038 | 147,508 | 327,677 | 321,489 |
| Enterprise revenue: | | | | |
| Partner Marketing and Enrollment Services | 23,797 | 42,531 | 64,460 | 64,388 |
| Direct Partner Campaigns | 14,366 | 6,700 | 34,482 | 14,802 |
| Other | 2,453 | 163 | 2,628 | 402 |
| Total enterprise revenue | 40,616 | 49,394 | 101,570 | 79,592 |
| Net revenues | \$ 158,654 | \$ 196,902 | \$ 429,247 | \$ 401,081 |

Contract Assets and Liabilities

The Company records contract assets and contract liabilities from contracts with customers as it relates to commissions receivable, commissions payable and deferred revenue. Commissions receivable represents estimated variable consideration for commissions to be received from insurance carriers for performance obligations that have been satisfied. Commissions payable represents estimated commissions to be paid to the Company's external agents and other partners. Deferred revenue includes amounts collected for partner marketing and enrollment services and technology licensing and implementation fees in advance of the Company satisfying its performance obligations for such customers. The Company had unbilled receivables for performance-based enrollment fees as of June 30, 2022 and December 31, 2021 of \$3.3 million and \$20.1 million, respectively, which are recorded in prepaid expenses and other current assets on the Condensed Consolidated Balance Sheets. There are no other contract assets or contract liabilities recorded by the Company.

For both the three and six months ended June 30, 2022, the Company recognized \$0.1 million of revenue that was deferred as of December 31, 2021. For the three and six months ended June 30, 2021, the Company recognized \$26 thousand and \$0.1 million, respectively, of revenue that was deferred as of December 31, 2020.

Commissions Receivable

Our contracts with carriers expose us to credit risk as a financial loss could be incurred if the counterparty does not fulfill its financial obligation. While we are exposed to credit losses due to the potential non-performance of our counterparties, we consider the risk of this remote. We estimate our maximum credit risk in determining the commissions receivable amount recorded on the balance sheet.

Commissions receivable activity is summarized as follows:

| (in thousands) | Six months ended Jun. 30, | |
|--|---------------------------|-------------------|
| | 2022 | 2021 |
| Beginning balance | \$ 1,262,507 | \$ 809,859 |
| Commission revenue | 327,677 | 321,489 |
| Cash receipts | (429,605) | (257,814) |
| Allowance for credit loss | 67 | (42) |
| Ending balance | \$ 1,160,646 | \$ 873,492 |
| Less: Commissions receivable - current | 198,647 | 113,062 |
| Commissions receivable - non-current | \$ 961,999 | \$ 760,430 |

10. LEASES

Effect of Standard Adoption

We adopted ASU 2016-02, *Leases* (Topic 842), effective January 1, 2021, using the optional transition method which allows entities to continue to apply historical accounting guidance in the comparative periods presented in the year of adoption. We elected the package of practical expedients permitted under the transition guidance within Accounting Standards Codification Topic 842 ("ASC 842") which, among other items, allowed us to carry forward the historical lease classifications. As such, we applied the modified retrospective approach as of the adoption date to those lease contracts for which we have taken possession of the property as of January 1, 2021. Results for reporting periods beginning on or after January 1, 2021 are presented under ASC 842.

Upon transition, on January 1, 2021, we recorded the following increases (decreases) to the respective line items on the Consolidated Balance Sheet:

| (in thousands) | Adjustment as of January 1, 2021 |
|---|-------------------------------------|
| Operating lease ROU asset | \$ 28,044 |
| Property, equipment and capitalized software, net | (63) |
| Short-term operating lease liabilities | 5,118 |
| Other current liabilities | (1,231) |
| Long-term operating lease liabilities | 24,156 |
| Accumulated deficit | (17) |
| Non-controlling interests | (46) |

Nature of Leases

Under ASC 842, we determine if an arrangement is a lease at inception of the arrangement. We have entered into operating and finance lease agreements with lease periods expiring between 2022 and 2032. Operating leases primarily consist of real estate and data centers, and finance leases primarily consist of office equipment.

As of January 1, 2021, with the adoption of ASC 842, leases are included in operating lease right-of-use ("ROU") assets and lease liabilities on our Condensed Consolidated Balance Sheets. Operating lease ROU assets and lease liabilities are recognized at the lease commencement date. Operating lease ROU assets represent our right to use an underlying asset and are based upon the lease liabilities adjusted for prepayments or accrued lease payments, initial direct costs, lease incentives, and impairment of operating lease assets. Lease liabilities represent the present value of lease payments over the lease term. The implicit rate within each lease is not readily determinable and therefore we use our incremental borrowing rate at the lease commencement date to determine the present value of the lease payments. The determination of the incremental borrowing rate requires judgement. We determined our incremental borrowing rate for each lease using indicative bank borrowing rates, adjusted for various factors including level of collateralization, term and treasury yield curves to align with the terms of the respective lease.

The Company has elected the following practical expedients for all classes of leased assets:

- Adopt the short-term lease exception for leases with terms of twelve months or less and account for them as if they were operating leases under ASC 840; and
- Apply the practical expedient of combining lease and non-lease components.

Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. We do not include any renewal options in the lease terms for calculating lease liability, as the renewal options allow us to maintain operational flexibility and we are not reasonably certain that we will exercise these renewal options at the time of lease commencement.

Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

Components of lease expense are as follows, all recorded within operating expenses in the Condensed Consolidated Statement of Operations:

| (in thousands) | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|--------------------------------|-----------------------------|-----------------|---------------------------|-----------------|
| | 2022 | 2021 | 2022 | 2021 |
| Finance lease cost (1) | \$ 41 | \$ 84 | \$ 102 | \$ 169 |
| Operating lease cost | 2,055 | 1,707 | 4,002 | 3,503 |
| Short-term lease cost (2) | 170 | 118 | 253 | 237 |
| Variable lease cost (3) | 93 | 34 | 137 | 77 |
| Sublease income | (274) | — | (549) | — |
| Total net lease expense | \$ 2,085 | \$ 1,943 | \$ 3,945 | \$ 3,986 |

- (1) Primarily consists of amortization of finance lease right-of-use assets and an immaterial amount of interest on finance lease liabilities recorded in operating expenses and interest expense in the condensed consolidated statements of operations.
- (2) Includes costs related to leases, which at the commencement date, have a lease term of 12 months or less.
- (3) Includes costs made by the Company for the right to use an underlying asset that vary because of changes in facts or circumstances occurring after the commencement date, other than the passage of time.

As part of the Company's continued cost savings initiatives, the Company is actively looking to terminate or sublease certain office spaces and call centers. These actions resulted in a \$25.0 million operating lease impairment charge for the three and six months ended June 30, 2022, reducing the carrying value of the associated ROU assets and leasehold improvements to the estimated fair values. Refer to Note 2 "Fair Value Measurements" for further details.

On February 15, 2022, the Company entered into a lease agreement for a site in Slovakia related to our Slovakian operations. The lease is expected to commence on October 1, 2022 with a lease term through March 31, 2030. Annual rent payments are not expected to be material to the financial statements.

As of June 30, 2022, future minimum lease payments for operating leases consisted of the following:

| (in thousands) | Operating Leases |
|---|------------------|
| Remainder of 2022 | \$ 6,698 |
| 2023 | 12,383 |
| 2024 | 7,787 |
| 2025 | 6,464 |
| 2026 | 5,289 |
| Thereafter | 31,145 |
| Total lease payments | \$ 69,766 |
| Less: Imputed interest | (18,820) |
| Present value of lease liabilities | \$ 50,946 |

Supplemental cash flow information related to leases are as follows:

| (in thousands) | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|--|-----------------------------|----------|---------------------------|----------|
| | 2022 | 2021 | 2022 | 2021 |
| Cash paid for amounts included in the measurement of lease liabilities: | | | | |
| Operating cash flows from operating leases | \$ 2,054 | \$ 1,630 | \$ 3,886 | \$ 3,248 |
| Operating cash flows from finance leases | \$ 1 | \$ 5 | \$ 2 | \$ 11 |
| Financing cash flows from finance leases | \$ 41 | \$ 78 | \$ 103 | \$ 154 |
| Operating lease assets obtained in exchange for new lease obligations (1) | \$ 26,405 | \$ — | \$ 26,405 | \$ — |
| Reduction in operating lease ROU assets and lease liabilities due to reassessment of lease terms | \$ 4,155 | \$ — | \$ 4,155 | \$ — |

- (1) On May 12, 2020, the Company entered into a lease agreement with Wilson Tech 5, LLC, for a proposed site in Lindon, Utah, which commenced on June 8, 2022.

The weighted average remaining lease term and discount rate are as follows:

| (in thousands) | Jun. 30, | |
|--|-----------|-----------|
| | 2022 | 2021 |
| Weighted average remaining lease term (in years): | | |
| Operating leases | 7.5 years | 4.7 years |
| Finance leases | 0.0 years | 0.9 years |
| Weighted average discount rate: | | |
| Operating leases | 8.0 % | 6.1 % |
| Finance leases | — % | 6.5 % |

11. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

In September 2020, three purported securities class action complaints were filed in the United States District Court for the Northern District of Illinois against the Company, certain of its officers and directors, and certain underwriters, private equity firms, and investment vehicles alleging that the Registration Statement filed in connection with the IPO was negligently prepared and, as a result, contained untrue statements of material fact, omitted material facts necessary to make the statements contained therein not misleading, and failed to make necessary disclosures required under the rules and regulations governing its preparation, including the Securities Act of 1933 (the "Securities Class Action"). Compensatory damages and reasonable costs and expenses incurred in the Securities Class Action were sought by the lead plaintiffs. On December 10, 2020, the court in the earliest filed action consolidated the three complaints, appointed lead plaintiffs and lead counsel for the consolidated action, and captioned the consolidated action "In re GoHealth, Inc. Securities Litigation." On February 25, 2021, lead plaintiffs filed a consolidated complaint. On April 26, 2021, the Company and officer and director defendants filed a motion to dismiss the complaint. On April 5, 2022, that motion was denied. On May 31, 2022, the Company and officer and director defendants filed an answer to the consolidated complaint and, on June 21, 2022, they filed an amended answer. September 23, 2022 is lead plaintiffs' current deadline to file a motion for class certification. The court has not yet set a trial date.

On May 19, 2021, a derivative action (the "Derivative Action") was filed, purportedly on behalf of the Company and against certain of the Company's officers and directors, alleging breaches of fiduciary duty and other claims, based on substantially the same factual allegations as in the Securities Class Action. On June 6, 2022, the Derivative Action was stayed pursuant to the parties' stipulation.

The Company disputes each claim in the above referenced matters and intends to defend the pending actions noted above. The ultimate outcome of any damages that may become payable if its defense is unsuccessful in whole or in part is not probable nor estimable at this time. While GoHealth feels confident in its defense of these pending matters, there can be no assurance that it will prevail and that any damages that may be awarded will not be material to the results of operations or financial condition of GoHealth.

12. RELATED PARTY TRANSACTIONS

The Company is party to various lease agreements with 214 W Huron LLC, 220 W Huron Street Holdings LLC, 215 W Superior LLC, and Wilson Tech 5, LLC, each of which are controlled by significant shareholders of the Company, to lease its corporate offices in Chicago, Illinois. The Company pays rent, operating expenses, maintenance, and utilities under the terms of the leases. For the three and six months ended June 30, 2022, the Company made aggregate lease payments of \$0.7 million and \$1.0 million, respectively. For the three and six months ended June 30, 2021, the Company made aggregate lease payments of \$0.4 million and \$0.7 million, respectively.

On January 1, 2020, the Company entered into a non-exclusive aircraft dry lease agreement with an entity wholly-owned and controlled by certain significant shareholders of the Company. The agreement allows the Company to use an aircraft owned by this entity for business and on an as-needed basis. The agreement has no set term and is terminable without cause by either party upon 30 days' prior written notice. Under the agreement, the Company is required to pay \$6,036.94 per flight hour for use of the aircraft. For the three and six months ended June 30, 2022, the Company recorded expense of \$0.2 million and \$0.6 million, respectively. For the three and six months ended June 30, 2021, the Company recorded expense of \$0.3 million and \$0.4 million, respectively.

During the twelve months ended December 31, 2020, the Company provided a short-term advancement to NVX Holdings, Inc., which is controlled by significant shareholders of the Company, for which the Company recorded a receivable of \$3.4 million. The advancement was collected by the Company during the six months ended June 30, 2021.

13. OPERATING SEGMENTS AND SIGNIFICANT CUSTOMERS

Operating Segments

The Company reports segment information based on how the Company's chief operating decision maker ("CODM") regularly reviews operating results, allocates resources and makes decisions regarding business operations. The performance measures of the segments include total revenue and profit (loss). For segment reporting purposes in accordance with ASC 280-10, *Segment Reporting*, the Company's business structure is comprised of four operating and reportable segments:

Medicare Internal and External: The Medicare internal and external segments consist primarily of revenues earned from sales of Medicare Advantage, Medicare Supplement, Prescription Drug Plans, and Medicare Special Needs Plans (or "SNPs"), for multiple carriers.

Individual and Family Plan and Other ("IFP and Other") Internal and External: The IFP and Other internal and external segments consist primarily of revenues earned from sales of individual and family plans, dental plans, vision plans and other ancillary plans to individuals that are not Medicare-eligible.

The Internal and External segments relative to both Medicare and IFP are defined as follows:

Internal: The two internal segments primarily consist of sales of products and plans by Company-employed agents offering qualified prospects plans from multiple carriers, Company-employed agents offering qualified prospects plans on a carrier-specific basis, or sales of products and plans through our online platform without the assistance of our agents (do-it-yourself or "DIY"). The Company earns revenue in this channel through commissions paid by carriers based on sales the Company generates, as well as enrollment fees, hourly fees and other fees for services performed for specific carriers and other partners.

External: The two external segments represent sales of products and plans under the Company's carrier contracts using an independent, national network of agents who are not employed by the Company. These agents utilize the Company's technology and platform to enroll consumers in health insurance plans and provide a means to earn a return on leads that otherwise may have not been addressed. The Company also sells insurance prospects (or "leads") to agencies within this channel. The Company earns revenue in this channel through commissions paid by carriers as a result of policy sales, as well as sales of leads to external agencies.

The following table presents summary results of the Company's operating segments for the periods indicated:

| (in thousands) | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|--|-----------------------------|-----------------|---------------------------|-----------------|
| | 2022 | 2021 | 2022 | 2021 |
| Net revenues: | | | | |
| <i>Medicare:</i> | | | | |
| Internal channel | \$ 103,685 | \$ 160,433 | \$ 307,530 | \$ 317,786 |
| External channel | 50,103 | 31,379 | 111,589 | 70,879 |
| Total Medicare | 153,788 | 191,812 | 419,119 | 388,665 |
| <i>IFP and Other:</i> | | | | |
| Internal channel | 4,245 | 3,788 | 8,445 | 7,763 |
| External channel | 621 | 1,302 | 1,683 | 4,653 |
| Total IFP and Other | 4,866 | 5,090 | 10,128 | 12,416 |
| Net revenues | 158,654 | 196,902 | 429,247 | 401,081 |
| Segment profit (loss): | | | | |
| <i>Medicare:</i> | | | | |
| Internal channel | (11,040) | 31,257 | 23,799 | 77,700 |
| External channel | (5,635) | (1,688) | (13,428) | (2,319) |
| Total Medicare | (16,675) | 29,569 | 10,371 | 75,381 |
| <i>IFP and Other:</i> | | | | |
| Internal channel | 1,582 | (800) | 2,172 | (1,529) |
| External channel | (411) | (57) | (669) | 103 |
| Total IFP and Other | 1,171 | (857) | 1,503 | (1,426) |
| Segment profit (loss) | (15,504) | 28,712 | 11,874 | 73,955 |
| Corporate expense | 37,027 | 24,194 | 66,199 | 44,513 |
| Amortization of intangible assets | 23,515 | 23,515 | 47,029 | 47,029 |
| Operating lease impairment charges | 24,995 | — | 24,995 | — |
| Loss on extinguishment of debt | — | 11,935 | — | 11,935 |
| Interest expense | 12,724 | 8,277 | 24,122 | 16,965 |
| Other (income) expense, net | (13) | 44 | 50 | 57 |
| Income (loss) before income taxes | (113,752) | (39,253) | (150,521) | (46,544) |

There are no internal revenue transactions between the Company's operating segments. Substantially all revenue for the periods presented was generated from customers located in the United States. The Company's CODM does not separately evaluate assets by segment, and therefore assets by segment are not presented. The Company's assets are primarily located in the United States.

Significant Customers

The following table presents carriers representing 10% or more of the Company's total revenue for the periods indicated:

| | Three months ended Jun. 30, | | Six months ended Jun. 30, | | |
|-----------------|-----------------------------|------|---------------------------|------|--|
| | 2022 | 2021 | 2022 | 2021 | |
| Humana | 29 % | 29 % | 26 % | 29 % | |
| Elevance Health | 23 % | 38 % | 24 % | 34 % | |
| United | 17 % | 16 % | 18 % | 17 % | |
| Centene | 14 % | 9 % | 15 % | 12 % | |

Substantially all of the revenue from these customers was from the sales of products and plans within the Medicare—Internal and Medicare—External segments.

Concentration of Credit Risk

The Company does not require collateral or other security in granting credit. As of June 30, 2022, three customers each represented 10% or more of the Company's total accounts receivable and unbilled receivables and, in aggregate, represented 90.2%, or \$37.4 million, of the combined total. As of December 31, 2021, three customers each represented 10% or more of the Company's total accounts receivable and unbilled receivables and, in aggregate, represented 87%, or \$28.7 million, of the combined total.

14. SUBSEQUENT EVENTS

On August 12, 2022, the Company entered into Amendment No. 8 to the Credit Agreement and Incremental Facility Agreement. Refer to Note 4 "Long-term Debt" for further details. On August 9, 2022, we eliminated 835 full-time positions, representing approximately 23.7% of our workforce, primarily within our customer care and enrollment group. Total expected severance and employee-related charges are projected to be approximately \$7.0 million - \$9.0 million and are primarily related to termination and employee-related benefits. These charges will be settled in cash.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITIONS AND RESULTS OF OPERATIONS.

This section presents management's perspective on our financial condition and results of operations. The following discussion and analysis is intended to highlight and supplement data and information presented elsewhere in this Quarterly Report on Form 10-Q, including the Condensed Consolidated Financial Statements and related Notes, and should be read in conjunction with the accompanying tables. To the extent that this discussion describes prior performance, the descriptions relate only to the periods listed, which may not be indicative of our future financial outcomes. In addition to historical information, this discussion contains forward-looking statements that involve risks, uncertainties and assumptions that could cause results to differ materially from management's expectations. Factors that could cause such differences are discussed under the heading "Cautionary Note Regarding Forward-Looking Statements" in this Quarterly Report on Form 10-Q and under the heading "Item 1A. Risk Factors." in the 2021 Form 10-K. The risks and uncertainties described in the 2021 Form 10-K are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also materially adversely affect our business, financial condition, or results of operations. We assume no obligation to update any of these forward-looking statements.

Unless otherwise noted, all dollars are in thousands. In certain cases, numbers and percentages in the tables below may not foot due to rounding.

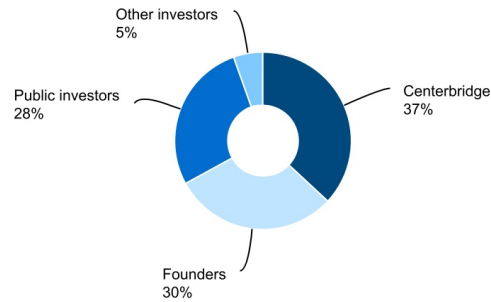
Overview

We are a leading health insurance marketplace and Medicare-focused digital health company whose mission is to improve access to healthcare in America. Our proprietary technology platform leverages modern machine-learning algorithms powered by nearly two decades of insurance behavioral data to reimagine the optimal process for helping individuals find the best health insurance plan for their specific needs. Our differentiated combination of a vertically-integrated consumer acquisition platform and highly skilled and trained agents has enabled us to enroll millions of people in Medicare and individual and family plans since our inception. With a current commissionable market of nearly \$30 billion, and nearly 11,000 Americans turning 65 years old every day and our track record of significant growth in net revenues in the Medicare space in the past five years, we believe we will continue to be one of the top choices for insurance advice to help navigate one of the most important purchasing decisions individuals make.

Ownership

GoHealth, Inc. is the sole managing member of GoHealth Holdings, LLC. Although we have a minority economic interest in GoHealth Holdings, LLC, we have the sole voting interest in, and control of the business and affairs of, GoHealth Holdings, LLC and its direct and indirect subsidiaries. As a result, GoHealth, Inc. consolidates GoHealth Holdings, LLC and records significant non-controlling interest in a consolidated entity in GoHealth, Inc.'s Condensed Consolidated Financial Statements for the economic interest in GoHealth Holdings, LLC held directly or indirectly by the Continuing Equity Owners. The weighted average ownership percentages for the applicable reporting periods are used to attribute net income (loss) and other comprehensive income (loss) to the Company and the non-controlling interest holders. The non-controlling interest holders' weighted average ownership percentages for the three and six months ended June 30, 2022 were 61.5% and 62.6%, respectively. The non-controlling interest holders' weighted average ownership percentages for the three and six months ended June 30, 2021 were 68.1% and 69.7%, respectively.

The percentage ownership of total shares of Class A and Class B common stock issued and outstanding as of June 30, 2022, is as follows:



GoHealth, Inc. is subject to U.S. federal, state and local income taxes with respect to our allocable share of any taxable income of GoHealth Holdings, LLC and is taxed at the prevailing corporate tax rates. In addition to tax expenses, we also incur expenses related to our status as a public company, plus payment obligations under the TRA, which could be significant. We intend to cause GoHealth Holdings, LLC to make distributions to us in an amount sufficient to allow us to pay these expenses and fund any payments due under the TRA.

Results of Operations

The following is our consolidated results of operations for the three and six months ended June 30, 2022 and 2021:

| (in thousands) | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|---|-----------------------------|--------------------|---------------------------|--------------------|
| | 2022 | 2021 | 2022 | 2021 |
| Net revenues: | | | | |
| Commission | \$ 118,038 | \$ 147,508 | \$ 327,677 | \$ 321,489 |
| Enterprise | 40,616 | 49,394 | 101,570 | 79,592 |
| Net revenues | 158,654 | 196,902 | 429,247 | 401,081 |
| Operating expenses: | | | | |
| Cost of revenue | 51,074 | 37,442 | 118,997 | 85,817 |
| Marketing and advertising | 44,714 | 55,735 | 128,747 | 110,219 |
| Customer care and enrollment | 66,542 | 61,927 | 144,997 | 109,021 |
| Technology | 10,749 | 11,983 | 23,508 | 21,600 |
| General and administrative | 38,106 | 25,297 | 67,323 | 44,982 |
| Amortization of intangible assets | 23,515 | 23,515 | 47,029 | 47,029 |
| Operating lease impairment charges | 24,995 | — | 24,995 | — |
| Total operating expenses | 259,695 | 215,899 | 555,596 | 418,668 |
| Income (loss) from operations | (101,041) | (18,997) | (126,349) | (17,587) |
| Loss on extinguishment of debt | — | 11,935 | — | 11,935 |
| Interest expense | 12,724 | 8,277 | 24,122 | 16,965 |
| Other (income) expense, net | (13) | 44 | 50 | 57 |
| Income (loss) before income taxes | (113,752) | (39,253) | (150,521) | (46,544) |
| Income tax expense (benefit) | — | (32) | 472 | (63) |
| Net income (loss) | (113,752) | (39,221) | (150,993) | (46,481) |
| Net income (loss) attributable to non-controlling interests | (69,933) | (27,217) | (93,691) | (32,390) |
| Net income (loss) attributable to GoHealth, Inc. | \$ (43,819) | \$ (12,004) | \$ (57,302) | \$ (14,091) |
| <i>Non-GAAP financial measures:</i> | | | | |
| EBITDA | \$ (74,617) | \$ (5,238) | \$ (74,040) | \$ 21,526 |
| Adjusted EBITDA | \$ (31,741) | \$ 14,296 | \$ (20,668) | \$ 46,352 |
| Adjusted EBITDA margin | (20.0)% | 7.3 % | (4.8)% | 11.6 % |

The following are our components of net revenue and results thereof for the three and six months ended June 30, 2022 and 2021:

| | Three months ended Jun. 30, | | | | % of Net Revenues | |
|--------------------------------|-----------------------------|------------|-------------|----------|-------------------|-------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| Commission net revenues | \$ 118,038 | \$ 147,508 | \$ (29,470) | (20.0)% | 74.4% | 74.9% |
| | | | | | | |
| Six months ended Jun. 30, | | | | | | |
| | 2022 | 2021 | \$ Change | % Change | % of Net Revenues | |
| | \$ 327,677 | \$ 321,489 | \$ 6,188 | 1.9% | 76.3% | 80.2% |

The decrease for the three months ended June 30, 2022 compared to the prior year period was primarily attributable to a 13% decline in Medicare Advantage LTV per Approved Submission, which was ultimately driven by lower plan persistency and continued LTV pressure. The decline in Medicare Advantage LTV per Approved Submission was offset by a 115% increase in Medicare Advantage commissionable Approved Submissions in the Medicare—External Segment. The increase for the six months ended June 30, 2022 compared to the prior year period was primarily attributable to a 35% increase in Medicare Advantage commissionable Approved Submissions, offset by a 12% decline in Medicare Advantage LTV per Approved Submission. This decline was mostly driven by lower plan persistency period-over-period.

| | Three months ended Jun. 30, | | | | % of Net Revenues | |
|--------------------------------|-----------------------------|-----------|------------|----------|-------------------|-------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| Enterprise net revenues | \$ 40,616 | \$ 49,394 | \$ (8,778) | (17.8)% | 25.6% | 25.1% |
| | | | | | | |
| Six months ended Jun. 30, | | | | | | |
| | 2022 | 2021 | \$ Change | % Change | % of Net Revenues | |
| | \$ 101,570 | \$ 79,592 | \$ 21,978 | 27.6% | 23.7% | 19.8% |

The decrease for the three months ended June 30, 2022 compared to the prior year period was primarily attributable to a decrease of \$18.7 million related to partner marketing and enrollment services, partially offset by a \$7.7 million increase in direct partner campaigns in our Medicare—Internal segment. The increase for the six months ended June 30, 2022 compared to the prior year period was primarily attributable to a \$19.7 million increase in direct partner campaigns in our Medicare—Internal segment.

The following are our key components of operating expenses and results thereof for the three and six months ended June 30, 2022 and 2021:

| | Three months ended Jun. 30, | | | | % of Net Revenues | |
|---------------------------|-----------------------------|-----------|-----------|----------|-------------------|-------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| Cost of revenue | \$ 51,074 | \$ 37,442 | \$ 13,632 | 36.4% | 32.2% | 19.0% |
| | | | | | | |
| Six months ended Jun. 30, | | | | | | |
| | 2022 | 2021 | \$ Change | % Change | % of Net Revenues | |
| | \$ 118,997 | \$ 85,817 | \$ 33,180 | 38.7% | 27.7% | 21.4% |

The increases for both the three and six months ended June 30, 2022 compared to the prior year periods were primarily attributable to a 118% and 114% increase in commissionable Approved Submissions in the Medicare—External segment, respectively, which increased the amount of expense we recognized pursuant to our revenue-sharing agreements with external agents and other partners.

| | Three months ended Jun. 30, | | | | % of Net Revenues | |
|--|-----------------------------|------------|-------------|----------|-------------------|-------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| Marketing and advertising expense | \$ 44,714 | \$ 55,735 | \$ (11,021) | (19.8)% | 28.2% | 28.3% |
| | | | | | | |
| Six months ended Jun. 30, | | | | | | |
| | 2022 | 2021 | \$ Change | % Change | % of Net Revenues | |
| | \$ 128,747 | \$ 110,219 | \$ 18,528 | 16.8% | 30.0% | 27.5% |

The decrease for the three months ended June 30, 2022 compared to the prior year period was primarily attributable to an intentional pullback on marketing and advertising spend as we focus on cash flow optimization. The increase for the six months ended June 30, 2022 compared to the prior year period was primarily driven by \$29.5 million and 54.2% incremental marketing and advertising spend in the first quarter of 2022 relative to the prior year period to capitalize on the Medicare Advantage Open Enrollment Period.

| | Three months ended Jun. 30, | | | | % of Net Revenues | |
|-------------------------------------|-----------------------------|------------|-----------|----------|-------------------|-------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| Customer care and enrollment | \$ 66,542 | \$ 61,927 | \$ 4,615 | 7.5 % | 41.9% | 31.5% |
| | Six months ended Jun. 30, | | | | % of Net Revenues | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 144,997 | \$ 109,021 | \$ 35,976 | 33.0 % | 33.8% | 27.2% |

The increases for both the three and six months ended June 30, 2022 compared to the prior year periods were primarily attributable to increased agent costs associated with higher agent headcount. We hired and onboarded additional agents in the Medicare-Internal segment throughout 2021, particularly in the second and third quarters as we prepared for the annual enrollment period ("AEP"). As we have retained these additional agents, it has resulted in a larger agent base in the first half of 2022.

| | Three months ended Jun. 30, | | | | % of Net Revenues | |
|---------------------------|-----------------------------|-----------|------------|----------|-------------------|------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| Technology expense | \$ 10,749 | \$ 11,983 | \$ (1,234) | (10.3)% | 6.8% | 6.1% |
| | Six months ended Jun. 30, | | | | % of Net Revenues | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 23,508 | \$ 21,600 | \$ 1,908 | 8.8 % | 5.5% | 5.4% |

The decrease for the three months ended June 30, 2022 compared to the prior year period was primarily attributable to reduced headcount in our technology support functions during the second quarter of 2022. The increase for the six months ended June 30, 2022 compared to the prior year period was primarily due to the hiring of additional employees throughout 2021 in our technology and data science teams, and the expansion of our business intelligence and analytics staffing in order to support the growth of the Medicare—Internal segment.

| | Three months ended Jun. 30, | | | | % of Net Revenues | |
|---|-----------------------------|-----------|-----------|----------|-------------------|-------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| General and administrative expense | 38,106 | 25,297 | \$ 12,809 | 50.6 % | 24.0% | 12.8% |
| | Six months ended Jun. 30, | | | | % of Net Revenues | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 67,323 | \$ 44,982 | \$ 22,341 | 49.7 % | 15.7% | 11.2% |

The increase for the three months ended June 30, 2022 compared to the prior year period was primarily attributable to a \$7.8 million increase in share-based compensation expense and \$2.8 million in executive severance expense recorded during the three months ended June 30, 2022. Absent these items, the remaining increase was driven by investments in corporate infrastructure, such as legal, human resources, and finance. The increase for the six months ended June 30, 2022 compared to the prior year period was primarily attributable to a \$7.7 million increase in share-based compensation expense, a \$7.0 million increase in professional and consulting fees, and \$2.8 million of executive severance expense. The remaining increase was driven by investments in corporate infrastructure, such as legal, human resources, and finance.

| | Three months ended Jun. 30, | | | | % of Net Revenues | |
|--|-----------------------------|-----------|-----------|----------|-------------------|-------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| Amortization of intangible assets | 23,515 | 23,515 | \$ — | — % | 14.8% | 11.9% |
| | Six months ended Jun. 30, | | | | % of Net Revenues | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 47,029 | \$ 47,029 | \$ — | — % | 11.0% | 11.7% |

Amortization of intangible assets expense was \$23.5 million and \$47.0 million for both the three and six months ended June 30, 2022 and 2021, respectively, and relates to the amortization of developed technology and customer relationships.

| Operating lease impairment charges | Three months ended Jun. 30, | | | | % of Net Revenues | |
|------------------------------------|-----------------------------|------|-----------|----------|-------------------|------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | 24,995 | — | \$ 24,995 | 100.0 % | 15.8% | —% |
| | Six months ended Jun. 30, | | | | % of Net Revenues | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 24,995 | \$ — | \$ 24,995 | 100.0 % | 5.8% | —% |

As part of the Company's continued cost savings initiatives, the Company is actively looking to terminate or sublease certain office spaces and call centers. These actions resulted in a \$25.0 million operating lease impairment charge for the three and six months ended June 30, 2022, reducing the carrying value of the associated ROU assets and leasehold improvements to the estimated fair values. The Company continues to evaluate its portfolio of properties, and, therefore, it is possible that impairments could be identified in future periods, and such amounts could be material.

| Loss on extinguishment of debt | Three months ended Jun. 30, | | | | % of Net Revenues | |
|--------------------------------|-----------------------------|-----------|-------------|----------|-------------------|------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | — | 11,935 | \$ (11,935) | (100.0)% | —% | 6.1% |
| | Six months ended Jun. 30, | | | | % of Net Revenues | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ — | \$ 11,935 | \$ (11,935) | (100.0)% | —% | 3.0% |

Loss on extinguishment of debt was \$11.9 million for the three and six months ended June 30, 2021 and relates to the expense recognized for the extinguishment of the Initial Term Loan Facility.

| Interest expense | Three months ended Jun. 30, | | | | % of Net Revenues | |
|------------------|-----------------------------|-----------|-----------|----------|-------------------|------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | 12,724 | 8,277 | \$ 4,447 | 53.7 % | 8.0% | 4.2% |
| | Six months ended Jun. 30, | | | | % of Net Revenues | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 24,122 | \$ 16,965 | \$ 7,157 | 42.2 % | 10.3% | 9.6% |

The increases for both the three and six months ended June 30, 2022 compared to the prior year periods were primarily attributable to additional debt outstanding on our Credit Facilities and increased interest rates.

Non-GAAP Financial Measures

We use supplemental measures of our performance that are derived from our consolidated financial information, but which are not presented in our Consolidated Financial Statements prepared in accordance with GAAP. These non-GAAP financial measures include net income (loss) before interest expense, income tax (benefit) expense and depreciation and amortization expense, or EBITDA; Adjusted EBITDA and Adjusted EBITDA margin. Adjusted EBITDA is the primary financial performance measure used by management to evaluate its business and monitor its results of operations.

Adjusted EBITDA represents EBITDA as further adjusted for certain items summarized in the table below. Adjusted EBITDA margin represents Adjusted EBITDA divided by net revenues.

We use non-GAAP financial measures to supplement financial information presented on a GAAP basis. We believe that excluding certain items from our GAAP results allows management to better understand our consolidated financial performance from period to period and better project our future consolidated financial performance as forecasts are developed at a level of detail different from that used to prepare GAAP-based financial measures. Moreover, we believe these non-GAAP financial measures provide our stakeholders with useful information to help them evaluate our operating results by facilitating an enhanced understanding of our operating performance and enabling them to make more meaningful period to period comparisons. There are limitations to the use of the non-GAAP financial measures presented in this Quarterly Report on Form 10-Q. For example, our non-GAAP financial measures may not be comparable to similarly titled measures of other companies. Other companies, including companies in our industry, may calculate non-GAAP financial measures differently than we do, limiting the usefulness of those measures for comparative purposes.

The non-GAAP financial measures are not meant to be considered as indicators of performance in isolation from or as a substitute for net income (loss) prepared in accordance with GAAP, and should be read only in conjunction with financial

information presented on a GAAP basis. Reconciliations of each of EBITDA and Adjusted EBITDA to its most directly comparable GAAP financial measure, net income (loss), are presented in the tables below in this Quarterly Report on Form 10-Q. We encourage you to review the reconciliations in conjunction with the presentation of the non-GAAP financial measures for each of the periods presented. In future periods, we may exclude similar items, may incur income and expenses similar to these excluded items and include other expenses, costs and non-recurring items.

The following table sets forth the reconciliations of GAAP net income (loss) to EBITDA and Adjusted EBITDA for the periods presented:

| Non-GAAP Financial Measures | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|--|-----------------------------|------------------|---------------------------|------------------|
| | 2022 | 2021 | 2022 | 2021 |
| Net revenues | \$ 158,654 | \$ 196,902 | \$ 429,247 | \$ 401,081 |
| Net income (loss) | (113,752) | (39,221) | (150,993) | (46,481) |
| Interest expense | 12,724 | 8,277 | 24,122 | 16,965 |
| Income tax expense (benefit) | — | (32) | 472 | (63) |
| Depreciation and amortization expense | 26,411 | 25,738 | 52,359 | 51,105 |
| EBITDA | (74,617) | (5,238) | (74,040) | 21,526 |
| Operating lease impairment charges (1) | 24,995 | — | 24,995 | — |
| Share-based compensation expense (2) | 14,257 | 7,599 | 19,412 | 12,711 |
| Severance costs (3) | 3,624 | — | 5,015 | — |
| Loss on extinguishment of debt (4) | — | 11,935 | — | 11,935 |
| Professional services (5) | — | — | 3,950 | — |
| Legal fees (6) | — | — | — | 180 |
| Adjusted EBITDA | \$ (31,741) | \$ 14,296 | \$ (20,668) | \$ 46,352 |
| Adjusted EBITDA Margin | (20.0)% | 7.3 % | (4.8)% | 11.6 % |

- (1) Represents the operating lease impairment charge for the three and six months ended June 30, 2022, reducing the carrying value of the associated ROU assets and leasehold improvements to the estimated fair values.
(2) Represents non-cash share-based compensation expense relating to equity awards, as well share-based compensation expense relating to liability classified awards that will be settled in cash.
(3) Represents costs associated with the termination of employment and associated fees.
(4) Represents the loss on debt extinguishment related to the Initial Term Loan Facility.
(5) Represents costs associated with non-recurring consulting fees.
(6) Represents non-recurring legal fees unrelated to our core operations.

| | Three months ended Jun. 30, | | \$ Change | % Change |
|---------------------------|-----------------------------|-----------|-------------|----------|
| | 2022 | 2021 | | |
| Adjusted EBITDA | \$ (31,741) | \$ 14,296 | \$ (46,037) | (322.0)% |
| Six months ended Jun. 30, | | | | |
| | 2022 | 2021 | \$ Change | % Change |
| Adjusted EBITDA | \$ (20,668) | \$ 46,352 | \$ (67,020) | (144.6)% |

The decreases for both the three and six months ended June 30, 2022 compared to the prior year periods were primarily due to period-over-period declines in net revenues in the Medicare—Internal segment, coupled with higher costs associated with a larger agent headcount. Further, the Medicare—External segment experienced growth in net revenue in each period as we expanded our network of external agencies, which increased the amount of expense we recognized pursuant to our revenue-sharing agreements with external agents and other partners.

Our Segments

We are organized under the following four reportable segments: (1) **Medicare—Internal**, (2) **Medicare—External**, (3) **Individual and Family Plans (“IFP”) and Other—Internal** and (4) **IFP and Other—External**. The basis for our segmentation is product type and distribution channel. We organize the segments by product type, Medicare and IFP and Other, as well as by distribution channel, internal and external, as further described below. In addition, we separately report other expenses (classified as “Corporate expenses” in our financial statements), the primary components of which are corporate overhead expenses and shared service expenses that have not been allocated to the operating segments. The segment results provided herein may not be comparable to other companies. We refer to the Medicare—Internal and Medicare—External segments collectively as the “Medicare segments” and the IFP and Other—Internal and IFP and Other—External segments as the “IFP and Other segments.”

| (in thousands) | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|--|-----------------------------|--------------------|---------------------------|--------------------|
| | 2022 | 2021 | 2022 | 2021 |
| Net revenues: | | | | |
| Medicare—Internal | \$ 103,685 | \$ 160,433 | \$ 307,530 | \$ 317,786 |
| Medicare—External | 50,103 | 31,379 | 111,589 | 70,879 |
| IFP and Other—Internal | 4,245 | 3,788 | 8,445 | 7,763 |
| IFP and Other—External | 621 | 1,302 | 1,683 | 4,653 |
| Net revenues | 158,654 | 196,902 | 429,247 | 401,081 |
| Segment profit (loss): | | | | |
| Medicare—Internal | (11,040) | 31,257 | 23,799 | 77,700 |
| Medicare—External | (5,635) | (1,688) | (13,428) | (2,319) |
| IFP and Other—Internal | 1,582 | (800) | 2,172 | (1,529) |
| IFP and Other—External | (411) | (57) | (669) | 103 |
| Segment profit (loss) | (15,504) | 28,712 | 11,874 | 73,955 |
| Corporate expense | 37,027 | 24,194 | 66,199 | 44,513 |
| Amortization of intangible assets | 23,515 | 23,515 | 47,029 | 47,029 |
| Operating lease impairment charges | 24,995 | — | 24,995 | — |
| Loss on extinguishment of debt | — | 11,935 | — | 11,935 |
| Interest expense | 12,724 | 8,277 | 24,122 | 16,965 |
| Other (income) expense, net | (13) | 44 | 50 | 57 |
| Income (loss) before income taxes | \$ (113,752) | \$ (39,253) | \$ (150,521) | \$ (46,544) |

Medicare-Internal Segment

The Medicare—Internal segment relates to sales of products and plans by GoHealth-employed agents offering qualified prospects plans from multiple carriers, GoHealth-employed agents offering qualified prospects plans on a carrier-specific basis, or sales of products and plans through our online platform without the assistance of our agents, which we refer to as DIY. In this segment, we sell Medicare Advantage, Medicare Supplement, Medicare prescription drug plans, and Medicare Special Needs Plans, or SNPs. We earn revenue in this segment through commissions paid by carriers based on sales we generated, as well as enrollment fees, hourly fees and other fees for services performed for specific carriers and other partners.

| Medicare—Internal Net Revenues | Three months ended Jun. 30, | | | | % of Net Revenues | |
|--|-----------------------------|------------|-------------|----------|-------------------|-------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 103,685 | \$ 160,433 | \$ (56,748) | (35.4)% | 65.5% | 81.4% |
| Medicare—Internal Segment Profit (Loss) | Six months ended Jun. 30, | | | | % of Net Revenues | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 307,530 | \$ 317,786 | \$ (10,256) | (3.2)% | 71.7% | 79.2% |

The decrease for the three months ended June 30, 2022 compared to the prior year period was primarily attributable to a 23% decrease in commissionable Approved Submissions in the Medicare—Internal segment resulting from our strategic focus on cash flow optimization, which was driven by a 19.8% decline in marketing and advertising expense. The decrease for the six months ended June 30, 2022 compared to the prior year period was primarily driven by our strategic focus on cash flow optimization, partially offset by a \$29.5 million and 54.2% incremental marketing and advertising spend in the first quarter of 2022 relative to the prior year period to capitalize on the Medicare Advantage Open Enrollment Period.

| Medicare—Internal Segment Profit (Loss) | Three months ended Jun. 30, | | | | % of Segment Profit (Loss) | |
|--|-----------------------------|-----------|-------------|----------|----------------------------|--------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ (11,040) | \$ 31,257 | \$ (42,297) | (135.3)% | 71.2% | 108.9% |
| Medicare—Internal Segment Profit (Loss) | Six months ended Jun. 30, | | | | % of Segment Profit (Loss) | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 23,799 | \$ 77,700 | \$ (53,901) | (69.4)% | NM | NM |

NM = Not meaningful

The decreases for both the three and six months ended June 30, 2022 compared to the prior year periods were primarily due to (i) our strategic focus on cash flow optimization, which contributed to a 35% and 3.2% decrease in net revenue, respectively, and (ii) increased agent costs associated with higher agent headcount. We hired and onboarded additional agents in the Medicare-

Internal segment throughout 2021, particularly in the second and third quarters as we prepared for AEP, resulting in a larger agent base heading into 2022.

Medicare-External Segment

The Medicare—External segment relates to sales of products and plans under GoHealth’s carrier contracts using an independent, national network of agents or external agencies, which are not employed by GoHealth. These agents utilize our technology and platform to enroll consumers in health insurance plans and provide us with a means to earn a return on leads that otherwise may have not been addressed. In this segment, we sell Medicare Advantage, Medicare Supplement, Medicare prescription drug plans, and SNPs. We earn revenue in this segment through commissions paid by carriers as a result of policy sales, as well as sales of consumer leads to external agencies.

| Medicare—External Net Revenues | Three months ended Jun. 30, | | | | % of Net Revenues | |
|--|-----------------------------|-----------|-----------|----------|-------------------|-------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 50,103 | \$ 31,379 | \$ 18,724 | 59.7 % | 31.6% | 15.9% |
| Medicare—External Segment Profit (Loss) | Six months ended Jun. 30, | | | | % of Net Revenues | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ 111,589 | \$ 70,879 | \$ 40,710 | 57.4 % | 26.0% | 17.7% |

The increases for both the three and six months ended June 30, 2022 compared to the prior year periods were primarily attributable to a 118% and 114% increase in commissionable Approved Submissions in the Medicare—External segment, respectively, due to our ability to recruit and onboard additional external agents to enroll consumers in Medicare plans using our technology and platform.

| Medicare—External Segment Profit (Loss) | Three months ended Jun. 30, | | | | % of Segment Profit (Loss) | |
|--|-----------------------------|------------|-------------|----------|----------------------------|------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ (5,635) | \$ (1,688) | \$ (3,947) | NM | NM | NM |
| Medicare—External Segment Profit (Loss) | Six months ended Jun. 30, | | | | % of Segment Profit (Loss) | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| | \$ (13,428) | \$ (2,319) | \$ (11,109) | NM | NM | NM |

NM = Not meaningful

The increases in loss for both the three and six months ended June 30, 2022 compared to the prior year periods were primarily attributable to an increase in the amount of expense we recognized pursuant to our revenue-sharing agreements with external agents and other partners.

IFP and Other Segments

The IFP and Other—Internal segment relates to sales of products and plans by GoHealth-employed agents offering qualified prospects plans from multiple carriers, GoHealth-employed agents offering qualified prospects plans on a carrier-specific basis, or DIY. In this segment, we sell individual and family plans, dental plans, vision plans and other ancillary plans to individuals who are not Medicare-eligible. We earn revenue in this segment through commissions paid by carriers based on sales we generate, as well as enrollment fees, and hourly fees and other fees for services performed for specific carriers and other partners.

The IFP and Other—External segment relates to sales of products and plans under GoHealth’s carrier contracts using external agencies, who use agents that are not employed by GoHealth. These agents utilize our technology and platform to enroll consumers in health insurance plans. We also sell consumer leads generated by us to external agencies. In this segment, we sell individual and family plans, dental plans, vision plans and other ancillary plans to individuals who are not Medicare-eligible. We earn revenue in this segment through commissions paid by carriers as a result of policy sales, as well as sales of consumer leads to external agencies.

| Net Revenues | Three months ended Jun. 30, | | | | % of Net Revenues | |
|------------------------|-----------------------------|----------|-----------|----------|-------------------|------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| IFP and Other—Internal | \$ 4,245 | \$ 3,788 | \$ 457 | 12 % | 2.7% | 1.9% |
| IFP and Other—External | 621 | 1,302 | (681) | (52)% | 0.4% | 0.7% |
| Net Revenues | Six months ended Jun. 30, | | | | % of Net Revenues | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| IFP and Other—Internal | \$ 8,445 | \$ 7,763 | \$ 682 | 9 % | 2.0% | 1.9% |
| IFP and Other—External | 1,683 | 4,653 | (2,970) | (64)% | 0.4% | 1.2% |

For the IFP and Other—Internal segment, the increases were driven by a change in product mix sold. For the IFP and Other—External segment, the decreases was primarily driven by a strategic shift towards higher margin Medicare products.

| Segment Profit (Loss) | Three months ended Jun. 30, | | | | % of Segment Profit (Loss) | |
|------------------------|-----------------------------|------------|-----------|----------|----------------------------|------|
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| IFP and Other—Internal | \$ 1,582 | \$ (800) | \$ 2,382 | NM | NM | NM |
| IFP and Other—External | (411) | (57) | (354) | 621 % | NM | NM |
| Segment Profit (Loss) | Six months ended Jun. 30, | | | | % of Segment Profit (Loss) | |
| | 2022 | 2021 | \$ Change | % Change | 2022 | 2021 |
| IFP and Other—Internal | \$ 2,172 | \$ (1,529) | \$ 3,701 | NM | NM | NM |
| IFP and Other—External | (669) | 103 | (772) | (750)% | NM | NM |

NM = Not meaningful

For the IFP and Other—Internal segment, the increases were attributable to a reduction in operating costs driven by less investment in this segment, as we have implemented an overall strategic shift towards higher margin Medicare products. For the IFP and Other—External segment, the decreases was primarily driven by a change in product mix sold by external agencies, as well as an overall strategic shift towards higher margin Medicare products.

Key Business Performance and Operating Metrics

In addition to traditional financial metrics, we rely upon certain business and operating metrics to evaluate our business performance and facilitate our operations. Below are the most relevant business and operating metrics for each segment, except for EBITDA and Adjusted EBITDA, which are not presented on a segment basis. The business and operating metrics are organized to reflect the evolution of a policy from submission to recognition of commission revenue.

Submitted Policies

Medicare Segments

Submitted Policies represent completed applications that, with respect to each such application, the consumer has authorized us to submit to the carrier. The applicant may need to take additional actions, including providing subsequent information before the application is reviewed by the carrier.

The following table presents the number of Submitted Policies by product for the Medicare segments for the periods presented, split between those submissions that are commissionable (compensated through commissions received from carriers) and those that are non-commissionable (compensated via hourly fees and enrollment fees):

| Submitted Policies | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|--|-----------------------------|----------------|---------------------------|----------------|
| | 2022 | 2021 | 2022 | 2021 |
| Commissionable | | | | |
| MA | 167,507 | 153,163 | 453,616 | 326,037 |
| MS | 194 | 1,022 | 696 | 2,126 |
| PDP | 4,935 | 2,374 | 11,460 | 4,967 |
| Medicare commissionable Submitted Policies | 172,636 | 156,559 | 465,772 | 333,130 |
| Non-commissionable | | | | |
| MA | 2,750 | 3,232 | 7,237 | 9,171 |
| MS | 1,794 | 2,042 | 3,985 | 3,692 |
| PDP | 731 | 791 | 1,560 | 1,676 |
| Medicare non-commissionable Submitted Policies | 5,275 | 6,065 | 12,782 | 14,539 |
| Total Submitted Policies | | | | |
| MA | 170,257 | 156,395 | 460,853 | 335,208 |
| MS | 1,988 | 3,064 | 4,681 | 5,818 |
| PDP | 5,666 | 3,165 | 13,020 | 6,643 |
| Total Medicare commissionable and non-commissionable Submitted Policies | 177,911 | 162,624 | 478,554 | 347,669 |

The increases in the Medicare commissionable Submitted Policies for the three and six months ended June 30, 2022 compared to the prior year periods were attributable to an increase in agent headcount, driven by the hiring, onboarding, and training of additional agents throughout 2021, particularly in the second and third quarters as we prepared for AEP, resulting in a larger agent base heading into 2022.

IFP and Other Segments

Total Submitted Policies for the IFP and Other segments were 3,861, 13,066, 16,498, and 33,322 for the three and six months ended June 30, 2022 and 2021, respectively. The decreases were due to a change in strategy to prioritize agents and marketing and advertising spend in the Medicare segments instead of the IFP and Other segments.

Approved Submissions

Medicare Segments

Approved Submissions represent Submitted Policies approved by carriers for the identified product during the indicated period. Not all Approved Submissions will go in force, as some individuals we enroll may not ultimately pay their insurance premiums or may switch out of a policy within the disenrollment period during the first 90 days of the policy. In general, the relationship between Submitted Policies and Approved Submissions has been steady over time. Therefore, factors impacting the number of Submitted Policies also impact the number of Approved Submissions.

The following tables present the number of Approved Submissions by product relating to commissionable policies for each of the Medicare segments for the periods presented. Only commissionable policies are used to calculate our LTV.

| Approved Submissions | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|--|-----------------------------|----------------|---------------------------|----------------|
| | 2022 | 2021 | 2022 | 2021 |
| <i>Medicare-Internal</i> | | | | |
| MA | 93,585 | 121,299 | 282,513 | 250,185 |
| MS | 64 | 268 | 218 | 519 |
| PDP | 1,874 | 2,033 | 4,873 | 4,317 |
| Medicare-Internal commissionable Approved Submissions | 95,523 | 123,600 | 287,604 | 255,021 |
| <i>Medicare-External</i> | | | | |
| MA | 67,495 | 31,450 | 155,443 | 73,691 |
| MS | 49 | 665 | 265 | 1,396 |
| PDP | 2,939 | 236 | 6,113 | 525 |
| Medicare-External commissionable Approved Submissions | 70,483 | 32,351 | 161,821 | 75,612 |
| <i>Total commissionable Approved Submissions</i> | | | | |
| MA | 161,080 | 152,749 | 437,956 | 323,876 |
| MS | 113 | 933 | 483 | 1,915 |
| PDP | 4,813 | 2,269 | 10,986 | 4,842 |
| Total Medicare commissionable Approved Submissions | 166,006 | 155,951 | 449,425 | 330,633 |

The decrease in Medicare—Internal commissionable Approved Submissions for the three months ended June 30, 2022 was attributable to a decrease in opportunities resulting from our strategic focus on cash flow optimization, which was driven by a 19.8% decline in marketing and advertising expense. The increase in Medicare—Internal commissionable Approved Submissions for the six months ended June 30, 2022 was attributable to an increase in agent headcount, driven by the hiring, onboarding, and training of additional agents throughout 2021, particularly in the second and third quarters as we prepared for AEP, resulting in a larger agent base heading into 2022.

The increases in Medicare—External commissionable Approved Submissions for the three and six months ended June 30, 2022 were attributable to our ability to recruit and onboard additional external agents to enroll consumers in Medicare plans.

LTV Per Approved Submission

Medicare Segments

Lifetime value of commissions per commissionable Approved Submission, or LTV per Approved Submission, represents (i) aggregate commissions estimated to be collected over the estimated life of all commissionable Approved Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, carrier mix and expected policy persistency with applied constraints, excluding revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, divided by (ii) the number of commissionable Approved Submissions for such period. LTV per Approved Submission is equal to the sum of the commission revenue due upon the initial sale of a policy, and when applicable, an estimate of future renewal commissions per commissionable Approved Submissions. The estimate of the future renewal commissions is determined by using the contracted renewal commission rates constrained by a persistency-adjusted renewal period. The persistency-adjusted renewal period is determined based on our historical experience and available industry and carrier historical data. Persistency-adjustments allow us to estimate renewal revenue only to the extent probable that a material reversal in revenue would not be expected to occur. These factors may result in varying values from period to period. LTV per Approved Submission represents commissions only from policies sold during the period, but excludes policies originally submitted in prior periods.

The following table presents the LTV per Approved Submission by product for the Medicare segments for the periods presented:

| LTV Per Approved Submission | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|-----------------------------|-----------------------------|--------|---------------------------|--------|
| | 2022 | 2021 | 2022 | 2021 |
| MA | \$ 739 | \$ 850 | \$ 750 | \$ 853 |
| MS | 805 | 846 | 834 | 821 |
| PDP | 203 | 215 | 203 | 215 |

The decreases in LTV Per Approved Submission for Medicare Advantage for the three and six months ended June 30, 2022 were primarily attributable to an increase in consumer shopping, resulting in lower persistency and an increased constraint added to the LTV for the three and six months ended June 30, 2022.

The changes in LTV Per Approved Submission for Medicare Supplement and prescription drug plans for the three and six months ended June 30, 2022 were primarily due to changes in carrier mix and an increased constraint added to the LTVs.

LTV/CAC

Medicare Segments

Lifetime value of commissions per consumer acquisition cost, or LTV/CAC, represents (i) aggregate commissions estimated to be collected over the estimated life of all commissionable Approved Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, carrier mix and expected policy persistency with applied constraints, excluding revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, divided by (ii) the cost to convert a qualified prospect into a Submitted Policy (comprised of cost of revenue, marketing and advertising expenses and customer care and enrollment expenses) less other non-commission carrier revenue for such period, or CAC. CAC is comprised of cost of revenue, marketing and advertising expenses and customer care and enrollment expenses less enterprise revenue, excluding cost of revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, and is presented on a per commissionable Approved Submission basis. The estimate of the future renewal commissions is determined by using the contracted renewal commission rates constrained by a persistency-adjusted renewal period. The persistency-adjusted renewal period is determined based on our historical experience and available industry and insurance carrier historical data. Persistency-adjustments allow us to estimate renewal revenue only to the extent probable that a material reversal in revenue would not be expected to occur. These factors may result in varying values from period to period.

The following are our LTV/CACs as well as our CACs, for our Medicare—Internal segment for the three and six months ended June 30, 2022 and 2021:

| | | Three months ended Jun. 30, | | Six months ended Jun. 30, | |
|---------|----|-----------------------------|---------|---------------------------|----------|
| | | 2022 | 2021 | 2022 | 2021 |
| LTV/CAC | | | 1.0x | | 1.3x |
| CAC | \$ | 67.9 | \$ 72.1 | 168.0 | \$ 145.7 |

The decrease in LTV/CAC for the three months ended June 30, 2022 was primarily due to decreases in revenue resulting from our strategic focus on cash flow optimization which was driven by a 19.8% decline in marketing and advertising expense. This was offset by higher cost of revenue and customer care and enrollment costs due to increases in commissionable Approved Submissions in the Medicare—External segment and higher costs associated with a larger agent headcount, respectively. The decrease in LTV/CAC for the six months ended June 30, 2022 was primarily due to the increase in agent headcount driven by the hiring, onboarding, and training of additional agents throughout 2021, particularly in the second and third quarters as we prepared for AEP, and an increase in marketing costs to generate a greater number of prospects for a larger agent workforce, which drove a 13% increase in commissionable Approved Submissions within the Medicare—Internal segment.

Liquidity and Capital Resources

Overview

Our liquidity needs primarily include working capital and debt service requirements. At June 30, 2022, cash and cash equivalents totaled \$76.2 million. We believe that our current sources of liquidity, which include cash and cash equivalents and funds available under the Credit Facilities, as described further below, will be sufficient to meet our projected operating and debt service requirements for at least the next 12 months. Short-term liquidity needs will primarily be funded through the Revolving Credit Facilities, as described further below, if necessary. As of June 30, 2022, the Company had \$155.0 million outstanding under the Revolving Credit Facilities and had a remaining capacity of \$45.0 million. To the extent that our current liquidity is insufficient to fund future activities, we may need to raise additional funds, which may include the sale of equity securities or through debt financing arrangements. The incurrence of additional debt financing would result in debt service obligations, and any future instruments governing such debt could provide for operating and financing covenants that could restrict our operations.

The following table presents a summary of cash flows for the six months ended June 30, 2022 and 2021:

| (in thousands) | | Six months ended Jun. 30, | |
|---|----|---------------------------|-------------|
| | | 2022 | 2021 |
| Net cash provided by (used in) operating activities | \$ | 6,377 | \$ (32,250) |
| Net cash used in investing activities | | (9,658) | (7,909) |
| Net cash (used in) provided by financing activities | | (4,463) | 8,888 |

Operating Activities

Cash provided by operating activities primarily consists of net income (loss) adjusted for certain non-cash items including share-based compensation; depreciation and amortization; amortization of intangible assets; amortization of debt discount and issuance costs; operating lease impairment charges; loss on extinguishment of debt; noncash lease expense; and the effect of changes in working capital and other activities.

Collection of commissions receivable depends upon the timing of the receipt of commission payments. If there were to be a delay in receiving a commission payment from a carrier within a quarter, the operating cash flows for that quarter could be adversely impacted.

A significant portion of marketing and advertising expense is driven by the number of qualified prospects required to generate the insurance applications submitted to carriers. Marketing and advertising costs are expensed and generally paid as incurred and since commission revenue is recognized upon approval of a submission but commission payments are paid to us over time, there are working capital requirements to fund the upfront cost of acquiring new policies.

Net cash provided by operating activities was \$6.4 million for the six months ended June 30, 2022, compared to cash used in operating activities of \$32.3 million for the six months ended June 30, 2021. The \$38.6 million increase is primarily driven by a decrease in commissions receivable of \$165.6 million, a decrease in prepaid expenses and other current assets of \$51.6 million, and an increase in other liabilities of \$9.4 million, partially offset by an increase in net loss of \$104.5 million, a decrease in accounts payable of \$32.0 million, a decrease in commissions payable of \$31.0 million, a decrease in accrued liabilities of \$23.9 million, an increase in accounts receivable of \$18.4 million, and other adjustments for non-cash items of \$21.9 million.

Investing Activities

Net cash used in investing activities increased to \$9.7 million for the six months ended June 30, 2022, from \$7.9 million for the six months ended June 30, 2021. The increase was primarily driven by an increase in capitalized internal-use software related to new technology, software, and systems and purchases of property and equipment.

Financing Activities

Net cash used in financing activities was \$4.5 million for the six months ended June 30, 2022, from \$8.9 million cash provided by financing activities for the six months ended June 30, 2021. The change was primarily due to the net cash inflows during the six months ended June 30, 2021 resulting from the refinancing on our Initial Term Loan and the collection of the short-term advancement to NVX Holdings. No such events occurred during the six months ended June 30, 2022.

Credit Facilities

Term Loan Facilities

On September 13, 2019, in connection with the Acquisition, Novavax ("the Borrower") entered into a first lien credit agreement (the "Credit Agreement") which provided for a \$300.0 million aggregate principal amount senior secured term loan facility (the "Initial Term Loan Facility"). During 2020, the Company entered into a series of amendments to the Credit Agreement to provide for, among other items as further described below, \$117.0 million of incremental term loans (the "Incremental Term Loan Facility").

On June 11, 2021, the Company entered into Amendment No. 5 to the Credit Agreement and Incremental Facility Agreement ("Amendment No. 5"). Amendment No. 5 creates a new class of incremental term loans (the "2021 Incremental Term Loans") in an aggregate principal amount equal to \$310.0 million, which was used to refinance \$295.5 million of outstanding principal under the Initial Term Loan Facility, pay the related accrued interest and fund the prepayment premium. In connection with Amendment No. 5 and the refinancing of the Initial Term Loan, the Company recognized an \$11.9 million loss on debt extinguishment, representing the 2% prepayment premium of \$5.9 million and the write-down of deferred financing costs and debt discounts of \$6.0 million. The Company incurred \$1.7 million of debt issuance costs associated with Amendment No. 5, which are being amortized over the life of the debt to interest expense using the effective interest method.

On November 10, 2021, the Company entered into Amendment No. 6 to the Credit Agreement and Incremental Facility Agreement ("Amendment No. 6"). Amendment No. 6 provides \$100.0 million of incremental term loans, or the "2021-2 Incremental Term Loans". The Company incurred \$2.5 million of debt issuance costs associated with Amendment No. 6, which are being amortized over the life of the debt to interest expense using the effective interest method.

The Company collectively refers to the Initial Term Loan Facility, the Incremental Term Loan Facility, and the 2021 Incremental Term Loans as the "Term Loan Facilities".

As of June 30, 2022, the Company had a principal amount of \$114.4 million, \$306.9 million, and \$99.5 million outstanding under the Incremental Term Loan Facility, the 2021 Incremental Term Loans, and the 2021-2 Incremental Term Loans, respectively. As of December 31, 2021, the Company had a principal amount of \$115.0 million, \$308.4 million, and \$100.0 million outstanding under the Incremental Term Loan Facility, the 2021 Incremental Term Loans, and the 2021-2 Incremental Term Loans,

respectively. The Incremental Term Loan Facility effective interest rate was 7.5% at both June 30, 2022 and December 31, 2021. The 2021 Incremental Term Loans and the 2021-2 Incremental Term Loans effective interest rates were 7.5% and 7.7% at June 30, 2022, respectively. The 2021 Incremental Term Loan and the 2021-2 Incremental Term Loan effective interest rate was 6.0% at December 31, 2021.

Borrowings under the Incremental Term Loan Facility are, at the option of the Borrower, either (i) alternate base rate ("ABR") plus 5.50% per annum or (ii) LIBOR plus 6.50% per annum. The 2021 Incremental Term Loans from and after the 2021-2 Incremental Term Loans Closing Date, or November 10, 2021, and the 2021-2 Incremental Term Loans, bear interest at either (i) ABR plus 4.00% per annum or (ii) LIBOR plus 5.00% per annum.

On March 14, 2022, the Company entered into Amendment No. 7 to the Credit Agreement and Incremental Facility Agreement ("Amendment No. 7"). Amendment No. 7 provides that (a) the 2021 Incremental Term Loans, from and after the Amendment No. 7 Effective Date, will bear interest at either (i) alternate base rate ("ABR") plus 5.50% per annum or (ii) LIBOR plus 6.50% per annum and (b) the 2021-2 Incremental Term Loans, from and after the Amendment No. 7 Effective Date, will bear interest at either (i) ABR plus 5.50% per annum or (ii) LIBOR plus 6.50% per annum. Amendment No. 7 further amended the Credit Agreement to remove testing of the Net Leverage Ratio for the December 31, 2021 period and increase the maximum permitted Net Leverage Ratio for future reporting periods through March 31, 2023. The Company incurred \$1.7 million of debt issuance costs associated with Amendment No. 7, which are being amortized over the life of the debt to interest expense using the effective interest method.

On August 12, 2022, the Company entered into Amendment No. 8 to the Credit Agreement and Incremental Facility Agreement ("Amendment No. 8"). Amendment No. 8 provided that (a) the 2021 Incremental Term Loans, from and after the Amendment No. 8 Effective Date, will bear interest at either (i) ABR plus 6.50% per annum or (ii) LIBOR plus 7.50% per annum and (b) the 2021-2 Incremental Term Loans, from and after the Amendment No. 8 Effective Date, will bear interest at either (i) ABR plus 6.50% per annum or (ii) LIBOR plus 7.50% per annum. Amendment No. 8 further amended the Credit Agreement to increase the maximum permitted Net Leverage Ratio for future reporting periods from December 31, 2022 through June 30, 2023.

The Term Loan Facilities are payable in quarterly installments in the principal amount of 0.25% of the original principal amount. The remaining unpaid balance on the Term Loan Facilities, together with all accrued and unpaid interest thereon, is due and payable on or prior to September 13, 2025.

Revolving Credit Facilities

The Credit Agreement provided for a \$30.0 million aggregate principal amount senior secured revolving credit facility (the "Revolving Credit Facility"). During 2020, the Company entered into a series of amendments to the Credit Agreement to provide for \$28.0 million of incremental revolving credit (the "Incremental Revolving Credit Facilities").

On May 7, 2021, the Company entered into a fourth amendment to the Credit Agreement, which provided \$142.0 million of incremental revolving credit (the "Incremental No. 4 Revolving Credit Facility"), for a total amount of \$200.0 million.

The Company collectively refers to the Revolving Credit Facility, the Incremental Revolving Credit Facilities, and the Incremental No. 4 Revolving Credit Facility as the "Revolving Credit Facilities".

Amendment No. 5, as described above, also separates the Revolving Credit Facilities into two classes of revolving commitments consisting of Class A Revolving Commitments in the amount of \$30.0 million and Class B Revolving Commitments in the amount of \$170.0 million.

Borrowings under the Class A Revolving Commitments bear interest at either ABR plus 5.50% per annum or LIBOR plus 6.50% per annum. Borrowings under the Class B Revolving Commitments bear interest at either ABR plus 3.00% per annum or LIBOR plus 4.00% per annum. The Borrower is required to pay a commitment fee of 0.50% per annum under the Revolving Credit Facilities.

The Company had \$23.2 million outstanding under the Class A Revolving Credit Facilities and \$131.8 million outstanding under the Class B Revolving Credit Facilities as of both June 30, 2022 and December 31, 2021. The Revolving Credit Facilities have a remaining capacity of \$45.0 million in the aggregate as of June 30, 2022. The Class A Revolving Credit Facilities and Class B Revolving Credit Facilities effective interest rates were 8.1% and 5.6% at June 30, 2022, respectively, and 7.5% and 5.0% at December 31, 2021, respectively.

Outstanding borrowings under the Revolving Credit Facilities do not amortize and are due and payable on September 13, 2024.

Recent Accounting Pronouncements

For a discussion of new accounting pronouncements recently adopted and not yet adopted, see Part 1, Note 1, "Description Of Business And Significant Accounting Policies," to the Condensed Consolidated Financial Statements included elsewhere in this Quarterly Report on Form 10-Q.

Seasonality

The Medicare annual enrollment period occurs from October 15th to December 7th. As a result, we experience an increase in the number of submitted Medicare-related applications during the fourth quarter and an increase in expense related to the Medicare segments during the third and fourth quarters. Additionally, as a result of the annual Medicare Advantage open enrollment period that occurs from January 1st to March 31st, commission revenue is typically second-highest in our first quarter. The second and third quarters are known as special election periods, and are our seasonally smallest quarters. A significant portion of our marketing and advertising expenses is driven by the number of health insurance applications submitted through us. Marketing and advertising expenses are generally higher in the fourth quarter during the Medicare annual enrollment period, but because commissions from approved customers are paid to us over time, our operating cash flows could be adversely impacted by a substantial increase in marketing and advertising expenses as a result of a higher volume of applications submitted during the fourth quarter or positively impacted by a substantial decline in marketing and advertising expenses as a result of lower volume of applications submitted during the fourth quarter.

Critical Accounting Policies and Estimates

The preparation of our Condensed Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of revenues, expenses, assets, and liabilities and disclosure of contingent assets and liabilities in our financial statements. We regularly assess these estimates; however, actual amounts could differ from those estimates. The most significant items involving management's estimates include estimates of revenue recognition, commissions receivable, and commissions payable. The impact of changes in estimates is recorded in the period in which they become known.

An accounting policy is considered to be critical if the nature of the estimates or assumptions is material due to the levels of subjectivity and judgment necessary to account for highly uncertain matters or the susceptibility of such matters to change, and the effect of the estimates and assumptions on financial condition or operating performance. The accounting policies we believe to reflect our more significant estimates, judgments and assumptions that are most critical to understanding and evaluating our reported financial results are: (1) revenue recognition and commissions receivable, (2) share-based compensation, (3) intangible assets, (4) income taxes and (5) liabilities pursuant to TRAs.

Our critical accounting policies are described under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies" in our 2021 Form 10-K. During the three and six months ended June 30, 2022, there were no material changes to our critical accounting policies from those discussed in our 2021 Form 10-K, with the exception of our policy to test goodwill for impairment on an annual basis in the fourth quarter of each year, on November 30th, or whenever events or changes in circumstances indicate that the goodwill may be impaired. This change was driven by the annual goodwill impairment test conducted as of November 30, 2021, which resulted in the Company recognizing goodwill impairment charges of \$386.6 million in the fourth quarter of 2021, representing the full amount of goodwill.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

As a smaller reporting company, we are not required to include disclosure under this item.

ITEM 4. CONTROLS AND PROCEDURES

Limitations on Effectiveness of Controls and Procedures

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated, as of the end of the period covered by this Quarterly Report on Form 10-Q, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, our chief executive officer and chief financial

officer concluded that our disclosure controls and procedures were not effective as of June 30, 2022, because of the material weakness in internal control over financial reporting described below. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

Based on this evaluation and those criteria, our management concluded that our internal control over financial reporting was ineffective as of June 30, 2022, because we identified a material weakness related to the ineffective design and operation of process level controls that addressed the completeness and accuracy of key financial data utilized in the recognition of commission revenue, including estimating the total constrained lifetime value of commission revenue and the related cost of revenue and balance sheet accounts, and the Company did not retain sufficient contemporaneous documentation to demonstrate the operation of review controls over commission revenue at a sufficient level of precision. We reviewed the results of our management's assessment with our Audit Committee.

We continue to strengthen our internal control over financial reporting and are committed to ensuring that such controls are designed and operating effectively. We will be implementing process and control improvements to address the above material weakness that include, but are not limited to: i) establishing specific management review procedures to ensure completeness and accuracy of key financial data utilized in the recognition of commission revenue and the contemporaneous documentation of such reviews, ii) providing additional training related to validating the accuracy of data used in key review controls and the level of documentation required, and iii) investing in our corporate infrastructure to ensure adequate technology and resources to support our financial reporting process and internal control framework. During the second quarter of 2022, the Company hired a Chief Actuarial Officer who will be partnering with our data scientists, to bring additional experience and oversight of commissions revenue and its related process and controls.

When fully implemented and operational, we believe the measures described above will remediate the control deficiencies that have led to the material weakness.

Notwithstanding the existence of the material weakness as described above, our management has concluded that the Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q fairly present, in all material respects, our financial position, results of operations and cash flows as of the dates, and for the periods presented, in conformity with U.S. GAAP.

Changes in Internal Control over Financial Reporting

Except for the material weakness identified above, there were no changes in our internal control over financial reporting identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the quarter ended June 30, 2022 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 1. LEGAL PROCEEDINGS.

Refer to Note 11, "Commitments And Contingencies," of the Notes to Condensed Consolidated Financial Statements for information about legal proceedings.

ITEM 1A. RISK FACTORS.***Our operating results may be adversely impacted by factors that impact our estimate of LTV.***

We recognize revenue at the time a Submitted Policy becomes an Approved Submission by applying the latest estimated LTV for that product. We estimate commission revenue for each product by using a portfolio approach to a group of approved customers that are organized based on a variety of attributes, which we refer to as "vintages." We estimate the cash commissions we expect to collect for each approved customer vintage by evaluating various factors, including, but not limited to, commission rates, carriers, estimated average plan duration, the regulatory environment, and historic cancellations of health insurance plans offered by carriers with which we have a relationship. On a quarterly basis, we recompute LTV at a vintage level for all outstanding vintages, review and monitor changes in the data used to estimate LTV as well as the cash received for each vintage as compared to our original estimates. The fluctuations of cash received for each vintage and LTV may be significant and may or may not be indicative of the need to adjust LTVs for prior period vintages. Management analyzes these fluctuations and, to the extent we see changes in our estimates of the cash commission collections that we believe are indicative of an increase or decrease to prior period LTVs, we will adjust LTVs for the affected vintages at the time such determination is made. Changes in LTV may result in an increase or a decrease to revenue and a corresponding increase or decrease to net commissions receivable accordingly.

As we continue to evaluate our LTV estimation models and the process and controls related to the LTV estimation models, including to address the material weakness identified in Item 4 in this Quarterly Report on Form 10-Q and Item 9A "Controls and Procedures" of our 2021 Form 10-K, we have made and will make further changes based on a number of factors and such changes could result in significant further increases or decreases in revenue. LTVs are estimates and are based on a number of assumptions, which include, but are not limited to, estimates of the conversion rates of commissionable Approved Submissions into customers, forecasted average plan duration and forecasted commission rates we expect to receive per approved customer's plan. These assumptions are based on historical trends and require significant judgment by our management in interpreting those trends. Changes in our historical trends will result in changes to our LTV estimates in future periods and, therefore, could adversely affect our revenue and financial results in those future periods. As a result, negative changes in the factors upon which we estimate LTVs, such as reduced conversion of commissionable Approved Submissions to customers, increased health insurance plan termination or a reduction in the lifetime commission amounts we expect to receive for selling the plan to a customer or other changes could harm our business, operating results and financial condition. We have seen, in the past few quarters, and continue to see some of these negative changes. In addition, if we ultimately receive commission payments that are less than the amount we estimated when we recognized commission revenues, we would need to write off the remaining commissions receivable balance, which could materially adversely impact our operating results and financial condition.

The forecasted average plan duration is another important factor in our estimation of LTV. We receive commissions from carriers for policies sold through us that go on to become customers of those carriers. When one of these plans is canceled, or if we otherwise do not remain the agent on the policy, we no longer receive the related commission payment. Our forecasted average plan duration and health insurance plan termination rates are calculated based on our historical data by plan type and for certain products, such as our Medicare Advantage products which constitute the majority of our revenue, and if we are unable to produce an accurate forecasted average plan duration, our business, operating results and financial condition may be adversely impacted. We have seen pressure, within the industry, on plan duration based upon increased customer churn. Additionally, from time to time, carriers may stop offering products in a geographic area. While in many cases, carriers will still support existing customers in those geographic areas, because they are no longer offering new plans, the retention of those customers may be adversely impacted, thereby impacting our expected LTVs.

Commission rates are also a factor in estimating our LTVs, which are impacted by a variety of factors, including the particular health insurance plans chosen by our customers, the carriers offering those plans, our customers' states of residence, the laws and regulations in those jurisdictions, the average premiums of plans purchased through us and healthcare reform. Any reduction in our average commission revenue per customer could harm our business, operating results and financial condition.

Our management and independent auditors have identified a material weakness in our internal controls over financial reporting, and we may be unable to develop, implement and maintain appropriate controls in future periods, which may lead to errors or omissions in our financial statements.

We are subject to the NASDAQ rules and the rules and regulations established from time to time by the SEC. These rules and regulations require, among other things, that we establish and periodically evaluate procedures with respect to our internal control over financial reporting. In addition, the Sarbanes-Oxley Act and related rules and regulations require that management report annually on the effectiveness of our internal control over financial reporting and assess the effectiveness of our disclosure

controls and procedures on a quarterly basis. Maintaining and adapting our internal controls is expensive and is likely to place a considerable strain on our financial and management systems, processes and controls, as well as on our personnel.

As described in Item 9A "Controls and Procedures" of our 2021 Form 10-K, and Item 4 in this Quarterly Report on Form 10-Q, we concluded that our disclosure controls and procedures were not effective as of December 31, 2021 and June 30, 2022, and that we had, as of such dates, a material weakness in our internal control over financial reporting related to the ineffective design and operation of process level controls that addressed the completeness and accuracy of key financial data utilized in the recognition of commission revenue, including estimating the total constrained lifetime value of commission revenue and the related cost of revenue and balance sheet accounts, and the Company did not retain sufficient contemporaneous documentation to demonstrate the operation of review controls over commission revenue at a sufficient level of precision. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim consolidated financial statements would not be prevented or detected on a timely basis. This material weakness identified in Item 9A of our 2021 Form 10-K did not result in any adjustments or restatements of our audited and unaudited consolidated financial statements or disclosures for any prior period previously reported by the Company. However, until the material weakness is remediated and our associated disclosure controls and procedures improved, or if additional material weaknesses or significant deficiencies in our internal control over financial reporting occur in the future, our future consolidated financial statements or other information filed with the SEC may contain material misstatements.

We are evaluating and developing a plan, which will include the implementation of appropriate processes and controls to remediate the material weakness described above. While we work towards the design and implementation of these processes and controls, we may rely significantly on manual procedures to assist us with meeting the objectives otherwise fulfilled by an effective control environment. The implementation of new procedures and controls could be costly and distract management from other activities. Prior to the complete remediation of this material weakness, there remains a risk that the transitional controls on which we currently rely will fail to be sufficiently effective, which could result in errors in our consolidated financial statements. If the new controls being implemented to address the material weakness and to strengthen the overall internal control are not designed or do not operate effectively, if we are unsuccessful in implementing or following these new processes or if we are otherwise unable to remediate this material weakness, it may result in untimely or inaccurate reporting of our financial condition or results of operations.

In addition, although we review and evaluate internal control systems to allow management to report on the sufficiency of our internal controls, we cannot assure you that we will not discover additional weaknesses in our internal control over financial reporting in the future. Any such additional weakness or failure to remediate the existing weakness could materially adversely affect our financial condition or ability to comply with applicable financial reporting requirements, which could result in violations of applicable securities laws and NASDAQ listing requirements, subject us to litigation and investigations, negatively affect investor confidence in our financial statements, and adversely impact our stock price and ability to access capital markets.

If our common stock's closing bid price continues to remain below the minimum price of \$1.00 per share, or if we fail to satisfy the NASDAQ rule concerning the composition of our audit committee, our common stock may be delisted from the NASDAQ.

Recently, the closing price of our common stock fell below \$1.00 per share. If our common stock were to continue to trade below \$1.00 per share, which is the minimum closing bid price required for continued listing on NASDAQ, for 30 consecutive business days, we will receive a notification letter from NASDAQ and will have 180 calendar days (subject to extension in some circumstances) to regain compliance with the minimum bid price rule ("Minimum Bid Price Rule"). To regain compliance, the closing bid price of our common stock must be at least \$1.00 per share for a minimum of ten consecutive business days (or such longer period of time as the NASDAQ may require in some circumstances). Should we fail to regain compliance with the Minimum Bid Price Rule, we may consider a reverse stock split (or combination) of our outstanding common stock.

On April 29, 2022, we received notification from NASDAQ regarding our noncompliance with NASDAQ Listing Rule 5605(c)(2) ("Rule 5605"), which requires that our audit committee be comprised of a minimum of three independent directors. Our noncompliance occurred as the result of the resignation of one of our directors, Anita Pramoda, who was one of the three members of our audit committee. In accordance with NASDAQ Listing Rule 5605(c)(4), we have a cure period in order to regain compliance with Rule 5605 lasting until the date that is 180 days following the event that caused the vacancy. We intend to appoint a third independent director to our Board of Directors and audit committee, and thereby regain compliance Rule 5605, prior to the end of the cure period.

If we fail to effect a reverse stock split which allows us to regain compliance with the Minimum Bid Price Rule or otherwise fail to achieve compliance with the Minimum Bid Price Rule, or if we fail to regain compliance with Rule 5605 prior to the expiration of the cure period, our stock may be delisted. Delisting from the NASDAQ Global Select Market or any NASDAQ market could make trading our common stock more difficult for investors, potentially leading to declines in our share price and liquidity. In addition, without a NASDAQ market listing, stockholders may have a difficult time getting a quote for the sale or purchase of our stock, the sale or purchase of our stock would likely be made more difficult and the trading volume and liquidity of our stock could decline. Delisting from NASDAQ could also result in negative publicity and make it more difficult for us to raise additional capital. The absence of such a listing may adversely affect the acceptance of our common stock as currency or the value accorded by other parties. Further, if we are delisted, we would also incur additional costs under state blue sky laws in connection with any sales of our securities. These requirements could severely limit the market liquidity of our common stock and the ability of our stockholders to sell our common stock in the secondary market. We cannot assure you that our common stock, if delisted from NASDAQ, will be listed on another national securities exchange or quoted on an over-the counter quotation system. If our common stock is delisted, it may come within the definition of "penny stock" as defined in the Securities Exchange Act of 1934 as

amended (the "Exchange Act") and would be covered by Rule 15c-9 of the Exchange Act. That Rule imposes additional sales practice requirements on broker-dealers who sell securities to persons other than established customers and accredited investors.

We may not realize the benefits we expect from our strategic cash flow optimization and other cash management initiatives.

We are pursuing initiatives to reduce costs, increase effectiveness, and optimize cash flow. As part of those initiatives, in August 2022, we began the implementation of a reduction in force that will reduce the number of our employees by approximately 24%. The workforce reduction may result in the loss of institutional knowledge and expertise and the reallocation and combination of certain roles and responsibilities across the organization, all of which could adversely affect our business, financial condition and results of operations. Further, the restructuring and possible additional cost containment measures may yield unintended consequences, such as attrition beyond our intended workforce reduction and reduced employee morale. Going forward, we also intend to focus our efforts on a reduction in infrastructure costs, including with respect to our technology platform and underlying network infrastructures, which may have a negative impact on our business. We may not realize all of the anticipated cost savings or other benefits from such initiatives and the initiatives may have other effects, such as a reduction in revenue. Other events and circumstances, such as financial or strategic difficulties, delays, or unexpected costs, may also adversely impact our ability to realize all of the anticipated cost savings or other benefits, or cause us not to realize such cost savings or other benefits on the expected timetable. If we are unable to realize the anticipated benefits, our ability to fund other initiatives may be adversely affected. Finally, the complexity of the implementation of the initiatives may require a substantial amount of management and operational resources. Our management team must successfully execute the administrative and operational changes necessary to achieve the anticipated benefits of the initiatives. These and related demands on our resources may divert the organization's attention from other business issues, have adverse effects on existing business relationships with suppliers and customers, and impact employee morale. Any failure to implement these initiatives in accordance with our plans could adversely affect our business, financial condition or results of operations.

We are a "smaller reporting company" and the reduced disclosure requirements applicable to smaller reporting companies may make our common stock less attractive to investors.

We are considered a "smaller reporting company." We are therefore entitled to rely on certain reduced disclosure requirements, such as an exemption from providing executive compensation information. We are also exempt from the requirement to obtain an external audit on the effectiveness of internal control over financial reporting provided in Section 404(b) of the Sarbanes-Oxley Act. These exemptions and reduced disclosures in our SEC filings due to our status as a smaller reporting company may make it harder for investors to analyze our results of operations and financial prospects. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock prices may be more volatile.

With the exception of the risk factors noted above, there have been no material changes to the risk factors set forth in our 2021 Form 10-K. Before investing in our Class A common stock, we recommend that investors carefully consider the risks described in the 2021 Form 10-K filed with the SEC, including those under the heading "Item 1A. Risk Factors." Realization of any of these risks could have a material adverse effect on our financial condition or results of operations. Additional risks and uncertainties not currently known to us or that we deem to be immaterial could also materially adversely affect our business, financial condition, or results of operations.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

ITEM 5. OTHER INFORMATION.

None.

ITEM 6. EXHIBITS.

Exhibit Index

| Exhibit Number | Description | Incorporated by Reference | | | | Filed/ Furnished Herewith |
|----------------|--|---------------------------|------------|---------|-------------|---------------------------------|
| | | Form | File No. | Exhibit | Filing Date | |
| 3.1 | Amended and Restated Certificate of Incorporation of GoHealth, Inc. | 10-Q | 01-39390 | 3.1 | 8/20/2020 | |
| 3.2 | Amended and Restated Bylaws of GoHealth, Inc. | 10-Q | 01-39390 | 3.2 | 8/20/2020 | |
| 4.1 | Specimen Stock Certificate evidencing the shares of Class A common stock. | S-1 | 333-239287 | 4.1 | 6/19/2020 | |
| 10.1# | Employment Agreement, dated June 3, 2022, by and among GoHealth, Inc., GoHealth Holdings, LLC, and Vijay Kotte | | | | | * |
| 10.2# | Employment Agreement, dated June 3, 2022, by and among GoHealth, Inc., GoHealth Holdings, LLC, and Jason Schulz | | | | | * |
| 10.3# | Amended and Restated Employment Agreement, dated June 3, 2022, by and among GoHealth, Inc., GoHealth Holdings, LLC, and Clinton Jones | | | | | * |
| 10.4# | Separation Agreement, dated June 3, 2022, by and among GoHealth Inc., GoHealth Holdings, LLC, and Brandon Cruz | | | | | * |
| 10.5# | Separation and and General Release Agreement, dated June 6, 2022, by and between James Sharman and Norvax, LLC | | | | | * |
| 10.6# | GoHealth, Inc. Non-Employee Director Compensation Policy | | | | | * |
| 10.7 | Incentive Award Plan Form of Stock Appreciation Rights Grant Notice and Stock Appreciation Rights Agreement | S-8 | 333-239287 | 99.4 | 6/6/2022 | |
| 10.8 | First Amendment to the GoHealth, Inc. 2021 Inducement Award Plan | S-8 | 333-239287 | 99.6 | 6/6/2022 | |
| 10.9 | Inducement Award Plan Form of Stock Option Award Grant Notice and Stock Option Agreement | S-8 | 333-239287 | 99.7 | 6/6/2022 | |
| 10.10 | Inducement Award Plan Form of Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Agreement | S-8 | 333-239287 | 99.8 | 6/6/2022 | |
| 10.11 | Amendment No. 7 to the Credit Agreement and Incremental Facility Agreement, dated as of March 14, 2022, among Norvax, LLC, as borrower, Blizzard Midco, LLC, as a guarantor, the other guarantors party thereto, Owl Rock Capital Corporation, as administrative agent, collateral agent and swingline lender and the other lenders from time to time party thereto. | 8-K | 001-39390 | 10.1 | 3/16/2022 | |
| 10.12 | Amendment No. 8 to the Credit Agreement, dated as of August 12, 2022, among Norvax, LLC, as borrower, Blizzard Midco, LLC, as a guarantor, the other guarantors party thereto, Owl Rock Capital Corporation, as administrative agent, collateral agent and swingline lender and the other lenders from time to time party thereto. | 8-K | 001-39390 | 10.1 | 8/15/2022 | |
| 10.13# | Amended and Restated Employment Agreement, dated July 7, 2020, by and among GoHealth, Inc., GoHealth Holdings, LLC, and Brandon Cruz. | 10-Q | 001-39390 | 10.2 | 5/10/2022 | |
| 10.14# | Employment Agreement, dated June 3, 2020, by and among GoHealth, Inc., GoHealth Holdings, LLC, and Brian Farley. | 10-Q | 001-39390 | 10.3 | 5/10/2022 | |
| 31.1 | Certification of Chief Executive Officer pursuant to Exchange Act Rule 13a-14(a). | | | | | * |
| 31.2 | Certification of Chief Financial Officer pursuant to Exchange Act Rule 13a-14(a). | | | | | * |
| 32.1 | Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350. | | | | | ** |
| 32.2 | Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350. | | | | | ** |
| 101.INS | Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document. | | | | | * |
| 101.SCH | Inline XBRL Taxonomy Extension Schema Document | | | | | * |

| | | |
|---------|--|---|
| 101.CAL | Inline XBRL Taxonomy Extension Calculation Linkbase Document | * |
| 101.DEF | Inline XBRL Taxonomy Extension Definition Linkbase Document | * |
| 101.LAB | Inline XBRL Taxonomy Extension Label Linkbase Document | * |
| 101.PRE | Inline XBRL Taxonomy Extension Presentation Linkbase Document | * |
| 104 | Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101) | * |

* Filed herewith.

** Furnished herewith.

Indicates management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**GoHealth, Inc.
(Registrant)**

Date: August 15, 2022

By: /s/ Vijay Kotte

Vijay Kotte
Chief Executive Officer
(Principal Executive Officer)

Date: August 15, 2022

By: /s/ Jason Schulz

Jason Schulz
Chief Financial Officer
(Principal Financial and Accounting Officer)

Employment Agreement

This Employment Agreement (the “Agreement”), entered into as of June 3, 2022, is made by and between Vijay Kotte (the “Executive”), GoHealth, Inc., a Delaware corporation (“GoHealth”), and GoHealth Holdings, LLC, a Delaware limited liability company (the “Partnership” and, together with GoHealth and any of the Affiliates of GoHealth and the Partnership as may employ the Executive from time to time, and any successor(s) thereto, the “Company”).

RECITALS

WHEREAS, the Company desires to engage the Executive to perform services under the terms hereof;

WHEREAS, the Executive desires to provide services to the Company on the terms herein provided; and

WHEREAS, the Company and the Executive desire to have the Executive’s employment begin on June 6, 2022 (the “Effective Date”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the respective covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, effective as of the Effective Date, as follows:

1. Certain Definitions

(a) “Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person where “control” shall have the meaning given such term under Rule 405 of the Securities Act of 1933, as amended from time to time.

(b) “Agreement” shall have the meaning set forth in the preamble hereto.

(c) “Annual Base Salary” shall have the meaning set forth in Section 3(a).

(d) “Annual Bonus” shall have the meaning set forth in Section 3(b).

(e) “Board” shall mean the Board of Directors of GoHealth, Inc., a Delaware corporation.

(f) The Company shall have “Cause” to terminate the Executive’s employment hereunder upon: (i)(A) the willful failure or refusal of the Executive to perform material responsibilities set forth herein (including the Executive’s failure to devote time and attention to his duties hereunder or failure to regularly attend Board or office meetings); (B) the Executive’s willful failure to carry out, or comply with, in any material respect any lawful directive of the Board; (C) dishonesty by the Executive to the Board with respect to any material matter; (D) misappropriation of funds or property of the Company or any of its Affiliates by the Executive other than the occasional, customary and *de minimis* use of Company property for personal purposes; or (E) a breach by the Executive of this Agreement or other agreement with the Company (including, without limitation, the Restrictive Covenants Agreement); provided, in the case of each of the foregoing clauses (A)-(E), if the Board (excluding any Board member as to whom Cause is alleged to have occurred) determines reasonably and in good faith that such act can reasonably be cured, that the Company has provided 30 days’ prior written notice to the Executive of such conduct and the Executive has failed to cure such conduct within such 30 day period in the manner identified by the Board; (ii) the arrest or charging of the Executive for (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, and which is materially detrimental to the Company and its Affiliates (including material reputational harm); or (iii) the Executive’s engagement in on-the-job conduct that consists either of gross misconduct or a material violation of the Company or any of its Affiliates’ written code of ethics or Company policies, and which is materially detrimental to the Company and its Affiliates (including material reputational harm).

(g) “Change of Control” shall have the meaning set forth in the 2020 Incentive Award Plan of the Company.

(h) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(i) “Common Stock” shall have the meaning set forth in Section 3(c).

(j) “Company” shall have the meaning set forth in the preamble hereto.

(k) “Date of Termination” shall mean (i) if the Executive’s employment is

terminated due to the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated due to the Executive's Disability, the date determined pursuant to Section 4(a)(ii); or (iii) if the Executive's employment is terminated pursuant to Section 4(a)(iii)(vi) either the date indicated in the Notice of Termination or the date specified by the Company pursuant to Section 4(b), whichever is earlier.

(l) "Disability" shall mean the Executive's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

(m) "Effective Date" shall have the meaning set forth in the recitals hereto.

(n) "Executive" shall have the meaning set forth in the preamble hereto.

(o) "Extension Term" shall have the meaning set forth in Section 2(b).

(p) The Executive shall have "Good Reason" to terminate the Executive's employment hereunder after the occurrence of one or more of the following conditions without the Executive's consent: (A) a material adverse change in the Executive's title, reporting relationship, authority or duties and responsibilities as of the Effective Date or an elimination of the Executive's position; or (B) a material reduction in the Executive's Annual Base Salary or Annual Bonus opportunity, in either case not otherwise made on a substantially similar basis for senior Company executives generally. The Executive's employment with the Company may be terminated for Good Reason only if (1) the Executive provides written notice to the Company of the occurrence of the Good Reason event (as described above) within 30 days after the Executive knows or reasonably should have known of the circumstances constituting Good Reason, (2) the Company fails to cure the circumstances constituting "Good Reason" within 30 days after such notice, and (3) the Executive resigns within 30 days after the expiration of such 30-day cure period. For the avoidance of doubt, an initial public offering of common stock of the Company or any parent (direct or indirect) or other Affiliate of the Company shall not constitute Good Reason for purposes of this Agreement.

(q) "Initial Term" shall have the meaning set forth in Section 2(b).

(r) "Notice of Termination" shall have the meaning set forth in Section 4(b).

(s) “Person” shall mean any individual, natural person, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization or other entity of any nature.

(t) “Release” shall have the meaning set forth in Section 5(b).

(u) “Release Expiration Date” shall have the meaning set forth in Section 21(c).

(v) “Restrictive Covenant Agreement” shall have the meaning set forth in Section 6.

(w) “RSU Gain” shall mean, with respect to shares of Common Stock received by the Executive in settlement of the RSUs but no longer held by the Executive as of the Date of Termination, an amount equal to the product of (i) the number of such shares of Common Stock and (ii) the Fair Market Value (as defined in the equity incentive plan under which the RSUs are granted) per share of Common Stock on the date the Executive sold or otherwise disposed of such shares of Common Stock (without reduction for any shares of Common Stock sold or surrendered in payment of taxes, etc.).

(x) “Section 409A” shall mean Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date.

(y) “Severance Period” shall have the meaning set forth in Section 5(b).

(z) “Term” shall have the meaning set forth in Section 2(b).

2. Employment

(a) In General. Effective as of the Effective Date, the Company shall employ the Executive under this Agreement and the Executive shall remain in the employ of the Company under this Agreement, for the period set forth in Section 2(b), in the position set forth in Section 2(c), and upon the other terms and conditions herein provided.

(b) Term of Employment. The initial term of employment under this Agreement (the “Initial Term”) shall be for the period beginning on the Effective Date and ending on the third anniversary thereof, unless earlier terminated as provided in Section 4. The Initial

Term shall automatically be extended for successive one year periods (each, an “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party hereto gives notice of nonextension of the Term to the other no later than ninety (90) days prior to the expiration of the thenapplicable Term. For the avoidance of doubt, notice by the Executive of non-extension of the Term, without stated Good Reason and compliance with the notice, cure, and resignation requirements of the definition thereof, shall not constitute a resignation for Good Reason under Section 4(a)(v). For the further avoidance of doubt, notice by the Company of non-extension of the Term, without stated Cause and compliance with the notice and cure requirements of the definition thereof and subject to Section 4(b), shall constitute a termination without Cause under Section 4(a)(iv).

(c) Position and Duties. During the Term, the Executive: (i) shall serve as Chief Executive Officer of the Company, with responsibilities, duties and authority customary for such position, subject to direction by the Board of the Company; (ii) shall report directly to the Board of the Company; and (iii) shall devote substantially all the Executive’s working time and efforts to the business and affairs of the Company and its Affiliates. At all times during the Term, the Executive agrees to observe and comply with the Company’s rules and policies as adopted by the Company from time to time. In addition, as of the Effective Date, the Company shall cause the Executive to be appointed to the Board and, during the Term, the Board shall propose the Executive for re-election to the Board. The parties acknowledge and agree that the Executive’s duties, responsibilities and authority may include services for one or more Affiliates of the Company.

3. Compensation and Related Matters

(a) Annual Base Salary. During the Term, the Executive shall receive a base salary at a rate of \$900,000 per annum, which shall be paid in accordance with the customary payroll practices of the Company, subject to review by the Board in its sole discretion (the “Annual Base Salary”).

(b) Annual Bonus. With respect to each Company fiscal year that ends during the Term, beginning in fiscal year 2022, the Executive will be eligible to receive a cash bonus (the “Annual Bonus”), which shall be payable based upon the attainment of individual and Company performance goals established by the Board in its sole discretion. The Executive’s Annual Bonus shall be targeted at 100% of the Executive’s Annual Base Salary (the “Annual Bonus Target”), may range from 0% to 200% of the Annual Bonus Target, and shall be payable, to the extent earned, on, or at such date as is determined by the Board within 120 days following, the last day of the fiscal year with respect to which it relates. Notwithstanding any other provision of this Section 3(b) and subject to Section 5(b), no bonus shall be payable with respect to any fiscal year unless the Executive remains continuously employed with the Company during the period beginning on the Effective Date and ending on the applicable bonus payment date. Notwithstanding anything in this Section 3(b) to the contrary, the Annual Bonus for 2022 shall not be pro-rated and shall be no less than 50% of the Annual Bonus Target.

(c) Equity Awards.

(i) As an inducement material to the Executive's agreement to enter into employment with the Company, the Company will grant to the Executive an equity award (the "Initial Award") under the Company's 2021 Inducement Award Plan (the "Plan") with respect to 9,916,667 shares of the Company's Class A Common Stock, \$0.0001 par value per share ("Common Stock") as follows:

(A) Subject to the approval of the Board and to the Executive's commencement of employment on the Effective Date, 2,833,333 shares of Common Stock from the Initial Award will be granted, effective as of the Effective Date, in the form of an Option (as defined in the Plan) to purchase shares of Common Stock at a price per share equal to the Fair Market Value (as defined in the Plan) of a share of Common Stock on the date of grant, as determined by the Board, which Option shall vest and become exercisable with respect to one-fourth (1/4) of the shares subject thereto (rounded down to the next whole number of shares) on each of the first four anniversaries of the grant date, so that all of the Options shall be vested on the fourth anniversary of the grant date (the "Initial Options").

(B) Subject to the approval of the Board and to the Executive's continued employment through the date of grant, the remainder of the Initial Award will be granted, effective as of the date immediately following the registration of sufficient additional shares for issuance under the Plan on Form S-8 (which registration will occur as soon as administratively practicable following the Company's next annual shareholder meeting, currently scheduled for May 25, 2022), as follows:

(1) 5,666,667 shares of Common Stock from the Initial Award will be granted in the form of Restricted Stock Units (as defined in the Plan), all of which shall be fully vested at the time of grant (the "RSUs"); and

(2) 1,416,667 shares of Common Stock from the Initial Award will be granted in the form of Restricted Stock Units (the "VWAP RSUs"), which VWAP RSUs shall be eligible to vest (i) 50% on the third anniversary of the date of grant (the "VWAP Vesting Date"), subject to the Company achieving a volume-weighted average price over the period beginning on the date of grant of the VWAP RSUs and ending on the VWAP Vesting Date (the "Three-Year VWAP") equal to or greater than \$2.00 but less than \$3.00, (ii) 100% ("Target Level") on the VWAP Vesting Date, subject to the Company achieving a Three-Year VWAP equal to or greater than \$3.00 but less than \$4.00, (iii) 150% on the VWAP Vesting Date (i.e., 2,125,000 shares of Common Stock), subject to the Company

achieving a Three-Year VWAP equal to or greater than \$4.00 but less than \$6.00, or (iv) 200% on the VWAP Vesting Date (i.e., 2,833,334 shares of Common Stock), subject to the Company achieving a Three-Year VWAP equal to or greater than \$6.00, in each case subject to the Executive's continued employment through the VWAP Vesting Date. For the avoidance of doubt, in the event the Three-Year VWAP is less than \$2.00, all VWAP RSUs shall be forfeited for no consideration on the VWAP Vesting Date.

(C) Termination of Employment.

(1) In the event the Executive's employment is terminated by the Executive without Good Reason after the grant of the RSUs but prior to the 12-month anniversary of the Effective Date, then (i) any shares of Common Stock received in settlement of the RSUs and held by the Executive as of the Date of Termination shall be automatically forfeited for no consideration on such date, and (ii) the Executive shall pay to the Company in cash any RSU Gain received by the Executive, with such payment to occur no later than the thirty (30) day anniversary of the Date of Termination. For the avoidance of doubt, the claw-back provisions set forth in this Section 3(c)(i)(C) are in addition to any other claw-back policy applicable to the Executive.

(2) In the event the Executive's employment is terminated by the Company without Cause or by the Executive with Good Reason, in either case within the 90-day period immediately preceding the VWAP Vesting Date, then, effective as of immediately prior to such termination of employment, the VWAP RSUs and any unvested portion of the Initial Options as of such date shall immediately vest (and become exercisable, as applicable) in full, with the number of vested VWAP RSUs determined based on actual Three-Year VWAP performance as measured on the VWAP Vesting Date.

(D) Notwithstanding anything in Section 3(c)(i)(B)(2) to the contrary, in the event of a Change in Control (as defined in the Plan):

(1) prior to the eighteen-month anniversary of the Effective Date, the VWAP RSUs shall vest immediately prior to such Change in Control at the greater of (x) Target Level and (y) the vesting that would occur under Section 3(c)(i)(B)(2) if the Three-Year VWAP is assumed to be the per-share purchase price of the Company in connection with such Change in Control; or

(2) on or after the eighteen-month anniversary of the Effective Date, the VWAP RSUs shall vest immediately prior to such

Change in Control at the greater of (x) Target Level and (y) actual volumeweighted average price performance as measured over the period beginning on the date of grant of the VWAP RSUs and ending immediately prior to such Change in Control; provided, however, that, in the event the per-share purchase price of the Company in connection with such Change in Control is greater than or equal to \$6.00, the VWAP RSUs shall vest immediately prior to such Change in Control at 200%.

(ii) Each fiscal year during the Term, beginning with fiscal year 2023, the Executive shall receive an annual grant of additional equity awards under the Company's 2020 Incentive Award Plan (or another equity award plan adopted by the Company) consisting of Options, Restricted Stock Units, VWAP RSUs, and/or other awards authorized for grant under the applicable plan in amounts to be determined by the Board or the Compensation Committee thereof in its sole discretion (each such aggregate annual grant, an "Annual Award" and, together with the Initial Award, the "Equity Awards"); provided, however, that (1) each Annual Award shall be made with respect to no less than 5,000,000 aggregate shares of Common Stock; provided further, that notwithstanding the minimum number of shares of Common Stock set forth in this clause (1), in no event shall the minimum requirement under this provision for any Annual Award have an aggregate grant date dollar value (as determined by the Board or the Compensation Committee thereof in its sole discretion) of more than \$15,000,000; and (2) unless otherwise determined by the Board, no more than 25% of each Annual Award shall consist of time-vesting Restricted Stock Units.

(iii) The Equity Awards shall be subject to the terms of the applicable plan and applicable award agreements by and between the Executive and the Company. Without limiting the foregoing, for the avoidance of doubt and in accordance with the terms of the applicable plan, the number and kind of shares subject to any equity award described in this Section 3(c) shall, in the event of any stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other change affecting the shares of the Company's stock or the share price of the Company's stock, be equitably adjusted to reflect such change.

(d) Benefits. During the Term, the Executive shall be eligible to participate in employee benefit plans, programs and arrangements of the Company in accordance with their terms, as in effect from time to time, and as are generally provided by the Company to its senior executive officers (including, without limitation, the Company's paid time off policy for its senior executive officers as in effect from time to time).

(e) Business Expenses. During the Term, the Company shall reimburse the Executive for all reasonable, documented, out-of-pocket travel (including first class or equivalent accommodations) and other business expenses incurred by the Executive in the performance of the Executive's duties to the Company in accordance with the Company's applicable expense reimbursement policies and procedures.

(f) Indemnification. During the Term and for so long thereafter as liability exists with regard to the Executive's activities during the Term on behalf of the Company, the Company shall indemnify the Executive (other than in connection with the Executive's gross negligence or willful misconduct) pursuant to the Company's customary indemnification agreement applicable to the Company's officers and directors, a form of which shall be provided to Executive with this Agreement.

4. Termination. The Executive's employment hereunder may be terminated by the Company or the Executive, as applicable, without any breach of this Agreement only under the following circumstances:

(a) Circumstances

(i) Death. The Executive's employment hereunder shall terminate upon the Executive's death.

(ii) Disability. If the Executive incurs a Disability, the Company may give the Executive written notice of its intention to terminate the Executive's employment. In that event, the Executive's employment with the Company shall terminate, effective on the later of the thirtieth (30th) day after receipt of such notice by the Executive or the date specified in such notice; provided that within the thirty (30) day period following receipt of such notice, the Executive shall not have returned to full-time performance of the Executive's duties hereunder.

(iii) Termination for Cause. The Company may terminate the Executive's employment for Cause.

(iv) Termination without Cause. The Company may terminate the Executive's employment without Cause.

(v) Resignation for Good Reason. The Executive may resign from the Executive's employment for Good Reason.

(vi) Resignation without Good Reason. The Executive may resign from the Executive's employment without Good Reason.

(b) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive under this Section 4 (other than a termination pursuant to Section 4(a)(i) above) shall be communicated by a written notice to the other party hereto (a "Notice of Termination"): (i) indicating the specific termination provision in this Agreement relied upon, and (ii) specifying a Date of Termination which, if submitted by the Executive, shall be at least thirty (30) days following the date of such notice; provided, however, that a Notice of Termination

delivered by the Company pursuant to Section 4(a)(ii) shall not be required to specify a Date of Termination, in which case the Date of Termination shall be determined pursuant to Section 4(a)(ii); and provided, further, that in the event that the Executive delivers a Notice of Termination to the Company, the Company may, in its sole discretion, accelerate the Date of Termination to any date that occurs following the date of Company's receipt of such Notice of Termination (even if such date is prior to the date specified in such Notice of Termination). A Notice of Termination submitted by the Company (other than a Notice of Termination under Section 4(a)(ii)) may provide for a Date of Termination on the date the Executive receives the Notice of Termination, or any date thereafter elected by the Company in its sole discretion. The failure by the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause shall not waive any right of the Company hereunder or preclude the Company from asserting such fact or circumstance in enforcing the Company's rights hereunder. Notwithstanding the foregoing, a termination pursuant to Section 4(a)(iii) shall be deemed to occur if following the Executive's termination of employment for any reason the Company determines that circumstances existing prior to such termination would have entitled to the Company to terminate the Executive's employment pursuant to Section 4(a)(iii) (disregarding any applicable cure period).

5. Company Obligations Upon Termination of Employment

(a) In General. Upon a termination of the Executive's employment for any reason, the Executive (or the Executive's estate) shall be entitled to receive: (i) any portion of the Executive's Annual Base Salary through the Date of Termination not theretofore paid, (ii) any expenses owed to the Executive under Section 3(e), (iii) any accrued but unused vacation pay owed to the Executive in accordance with applicable law, and (iv) any amount arising from the Executive's participation in, or benefits under, any employee benefit plans, programs or arrangements under Section 3(d), which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements. Except as otherwise set forth in Section 5(b) below, the payments and benefits described in this Section 5(a) shall be the only payments and benefits payable in the event of the Executive's termination of employment for any reason.

(b) Severance Payments. In the event of the Executive's termination of employment by the Company without Cause pursuant to Section 4(a)(iv) or by the Executive for Good Reason pursuant to Section 4(a)(v), in addition to the payments and benefits described in Section 5(a) above, the Company shall, subject to Section 5(c) and Section 21 and subject to the Executive's execution and non-revocation of a waiver and release of claims agreement in the Company's customary form (a "Release"), as of the Release Expiration Date, in accordance with Section 21(c):

(i) Continue to pay the Executive's Annual Base Salary during the period beginning on the Date of Termination and ending on the two (2) year anniversary of the Date of Termination (the "Severance Period") in accordance with the Company's regular payroll practice as of the Date of Termination; and

(ii) Pay (A) the Annual Bonus for any completed fiscal year as of the Date of Termination that has not yet been paid as of the Date of Termination, if any, and (B) the product of (I) two (2), *multiplied by* (II) a pro-rated portion of the Annual Bonus for the year in which the Date of Termination occurs, with such proration being based on the number of full months for which the Executive was employed during such year prior to such Date of Termination. The bonuses described in this Section 5(b)(ii) shall be payable, to the extent earned, on, or at such date as is determined by the Board within 120 days following, the last day of the fiscal year with respect to which it relates, as set forth in Section 3(b).

(iii) During the Severance Period, if the Executive elects to continue coverage under the Company's group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), continue coverage for the Executive and any eligible dependents under the Company group health benefit plans in which the Executive and any dependents were entitled to participate immediately prior to the Date of Termination. In the event the Executive elects to continue with COBRA coverage, provided, that Employee timely submits to the Company evidence of the Executive's payments made to the COBRA administrator, the Company will reimburse the Executive for the Company's share of the premiums associated therewith in an amount equal to what the Company pays for the health insurance premiums of other executive level employees at the Company. The COBRA health continuation period under Section 4980B of the Code shall run concurrently with the period of continued coverage set forth in this Section 5(b)(ii); provided, however, that in the event Employee obtains other employment that offers group health benefits, such continuation of COBRA coverage by the Company under this Section 5(b)(ii) shall immediately cease.

(c) Breach of Restrictive Covenant Agreement. Notwithstanding any other provision of this Agreement, no payment shall be made or benefit provided pursuant to Section 5(b) following the date the Executive first violates the Restrictive Covenant Agreement and, in the event of such a violation, the Executive shall repay to the Company any benefit provided pursuant to Section 5(b) within ninety (90) days of such violation.

(d) Complete Severance. The provisions of this Section 5 shall supersede in their entirety any severance payment or benefit obligations to the Executive pursuant to the provisions in any severance plan, policy, program or other arrangement maintained by the Company.

6. Restrictive Covenant Agreement. The Executive acknowledges that the Executive is, concurrently with the execution of this Agreement, entering into an agreement with the Company containing confidentiality, non-solicitation, non-competition, intellectual property assignment, and other protective covenants (the "Restrictive Covenant Agreement" attached hereto as Exhibit A) and that the Executive shall be bound by the terms and conditions of the Restrictive Covenant Agreement.

7. Injunctive Relief. The Executive recognizes and acknowledges that a breach of the covenants contained in the Restrictive Covenant Agreement will cause irreparable damage to

the Company and its goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Executive agrees that, in the event of a breach of any of the covenants contained in the Restrictive Covenant Agreement, in addition to any other remedy which may be available at law or in equity, the Company will be entitled to specific performance and injunctive relief.

8. Assignment and Successors. The Company may assign its rights and obligations under this Agreement to any entity, including any successor to all or substantially all the assets of the Company, by merger or otherwise, and may assign or encumber this Agreement and its rights hereunder as security for indebtedness of the Company and its Affiliates. The Executive may not assign the Executive's rights or obligations under this Agreement to any individual or entity. This Agreement shall be binding upon and inure to the benefit of the Company, the Executive and their respective successors, assigns, personnel and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable.

9. Governing Law; Venue. This Agreement shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Delaware, without giving effect to any principles of conflicts of law, whether of the State of Delaware or any other jurisdiction, and where applicable, the laws of the United States, that would result in the application of the laws of any other jurisdiction. Each of the parties hereto agrees that any legal action or proceeding with respect to this Agreement shall be brought exclusively in the Chancery Court of New Castle County, Delaware or the federal courts of the United States of America for the District of Delaware, unless the parties to any such action or dispute mutually agree to waive this provision. By execution and delivery of this Agreement, each of the parties hereto irrevocably consents to service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, or by recognized express carrier or delivery service, to the applicable party at his, her or its address referred to herein. Each of the parties hereto irrevocably waives any objection which he, she or it may now or hereafter have to the laying of venue of any of the aforementioned actions or proceedings arising out of or in connection with this Agreement, or any related agreement, certificate or instrument referred to above, brought in the courts referred to above and hereby further irrevocably waives and agrees, to the fullest extent permitted by applicable law, not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in any inconvenient forum. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law.

10. Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Notices. Any notice, request, claim, demand, document and other communication hereunder to any party hereto shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by telex, telecopy, or certified or registered mail, postage prepaid, to the following address (or at any other address as any party hereto shall have specified by notice in writing to the other party hereto):

(a) If to the Company:

GoHealth Holdings, LLC
214 West Huron Street
Chicago, Illinois 60654
Attention: Chief Legal Officer or General Counsel

Copy to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, New York 10020
Attn: Bradd L. Williamson
Facsimile: (212) 751-4864

(b) If to the Executive, at the address set forth on the signature page hereto.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

13. Entire Agreement. The terms of this Agreement (together with any other agreements and instruments contemplated hereby or referred to herein, including, without limitation, the Restrictive Covenant Agreement attached hereto as Exhibit A) is intended by the parties hereto to be the final expression of their agreement with respect to the employment of the Executive by the Company and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties hereto further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

14. Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by the Executive and a duly authorized officer of GoHealth and approved by the Board, which expressly identifies the amended provision of this Agreement. By an instrument in writing similarly executed and approved by the Board, the Executive or a duly authorized officer of GoHealth may waive compliance by the other party or parties hereto with any provision of this Agreement that such other party was or is obligated to comply with or perform; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure to comply or perform. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

15. No Inconsistent Actions. The parties hereto shall not voluntarily undertake or fail to undertake any action or course of action inconsistent with the provisions or essential intent of

this Agreement. Furthermore, it is the intent of the parties hereto to act in a fair and reasonable manner with respect to the interpretation and application of the provisions of this Agreement.

16. Construction. This Agreement shall be deemed drafted equally by both of the parties hereto. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party hereto shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (a) the plural includes the singular and the singular includes the plural; (b) “and” and “or” are each used both conjunctively and disjunctively; (c) “any,” “all,” “each,” or “every” means “any and all,” and “each and every”; (d) “includes” and “including” are each “without limitation”; (e) “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (f) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Persons referred to may require.

17. Enforcement. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

18. Withholding. The Company and its Affiliates shall be entitled to withhold from any amounts payable under this Agreement, any federal, state, local or foreign withholding or other taxes or charges which the Company or any of its Affiliates is required to withhold. The Company and its Affiliates shall be entitled to rely on an opinion of counsel if any questions as to the amount or requirement of withholding shall arise.

19. Absence of Conflicts; Executive Acknowledgement; Confidentiality. The Executive hereby represents that from and after the Effective Date the performance of the Executive’s duties hereunder will not breach any other agreement to which the Executive is a party. The Executive acknowledges that the Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company or any of its Affiliates other than those contained in writing herein, and has entered into this Agreement freely based on the Executive’s own judgment. The Executive agrees not to disclose the terms or existence of this Agreement to any Person unless the Company agrees to such disclosure in advance and in writing; provided that the Executive may, without such permission, make such disclosures as are required by applicable law, including disclosures to taxing agencies, and disclose the terms of this Agreement to the Executive’s attorney(s), accountant(s), tax

advisor(s), and other professional service provider(s), and to members of the Executive's immediate family, as reasonably necessary; provided, further, that the Executive instructs such Person(s) that the terms of this Agreement are strictly confidential and are not to be revealed to anyone else except as required by applicable law.

20. Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued prior to such expiration or termination (including, without limitation, pursuant to the provisions of the Restrictive Covenant Agreement attached hereto as Exhibit A).

21. Section 409A.

(a) General. The parties hereto acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable hereunder will be immediately taxable to the Executive under Section 409A, the Company reserves the right (without any obligation to do so or to indemnify the Executive for failure to do so) to (i) adopt such amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company determines to be necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Company and/or (ii) take such other actions as the Company determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes thereunder. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from the Executive or any other individual to the Company or any of its Affiliates, employees or agents.

(b) Separation from Service under Section 409A. Notwithstanding any provision to the contrary in this Agreement: (i) no amount shall be payable pursuant to Section 5(b) unless the termination of the Executive's employment constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations; (ii) for purposes of Section 409A, the Executive's right to receive installment payments pursuant to Section 5(b) shall be treated as a right to receive a series of separate and distinct payments; and (iii) to the extent that any reimbursement of expenses or in-kind benefits constitutes "deferred compensation" under Section 409A, such reimbursement or benefit shall be provided no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year. Notwithstanding any provision to the contrary in this Agreement, if the Executive is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the termination benefits to which the Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section

409A(a)(2)(B)(i) of the Code, such portion of the Executive's termination benefits shall not be provided to the Executive prior to the earlier of (x) the expiration of the six-month period measured from the date of the Executive's "separation from service" with the Company (as such term is defined in the Treasury Regulations issued under Section 409A of the Code) or (y) the date of the Executive's death; upon the earlier of such dates, all payments deferred pursuant to this sentence shall be paid in a lump sum to the Executive, and any remaining payments due under the Agreement shall be paid as otherwise provided herein.

(c) **Release.** Notwithstanding anything to the contrary in this Agreement, to the extent that any payments of "nonqualified deferred compensation" (within the meaning of Section 409A) due under this Agreement as a result of the Executive's termination of employment are subject to the Executive's execution and delivery of a Release, (i) the Release shall be reasonable and drafted in good faith, (ii) the Company shall deliver the Release to the Executive within ten (10) business days following the Date of Termination, and the Company's failure to deliver a Release prior to the expiration of such ten (10) business day period shall constitute a waiver of any requirement to execute a Release, (iii) if the Executive fails to execute the Release on or prior to the Release Expiration Date (as defined below) or timely revokes his acceptance of the Release thereafter, the Executive shall not be entitled to any payments or benefits otherwise conditioned on the Release, and (iv) in any case where the Date of Termination and the Release Expiration Date fall in two separate taxable years, any payments required to be made to the Executive that are conditioned on the Release and are treated as nonqualified deferred compensation for purposes of Section 409A shall be made in the later taxable year. For purposes of this Section 21(c), "Release Expiration Date" shall mean the date that is twenty-one (21) days following the date upon which the Company timely delivers the Release to the Executive, or, in the event that the Executive's termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date. To the extent that any payments of nonqualified deferred compensation (within the meaning of Section 409A) due under this Agreement as a result of the Executive's termination of employment are delayed pursuant to Section 5(b) and this Section 21(c), such amounts shall be paid in a lump sum on the first payroll date following the date that the Executive executes and does not revoke the Release (and the applicable revocation period has expired) or, in the case of any payments subject to Section 21(c)(iv), on the first payroll period to occur in the subsequent taxable year, if later.

22. Compensation Recovery Policy. The Executive acknowledges and agrees that, to the extent the Company adopts any clawback or similar policy pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act or otherwise, and any rules and regulations promulgated thereunder, he shall take all action necessary or appropriate to comply with such policy (including, without limitation, entering into any further agreements, amendments or policies necessary or appropriate to implement and/or enforce such policy).

23. Whistleblower Protection and Trade Secrets. Notwithstanding anything to the contrary contained herein, nothing in this Agreement prohibits the Executive from reporting possible violations of federal law or regulation to any United States governmental agency or entity

in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation (including the right to receive an award for information provided to any such government agencies). Furthermore, in accordance with 18 U.S.C. § 1833, notwithstanding anything to the contrary in this Agreement: (a) the Executive shall not be in breach of this Agreement, and shall not be held criminally or civilly liable under any federal or state trade secret law (i) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (b) if the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the trade secret to the Executive's attorney, and may use the trade secret information in the court proceeding, if the Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

[Signature pages follow]

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

GOHEALTH

GOHEALTH, INC.

By: /s/ Brian Farley

Name: Brian Farley

Title: Chief Legal Officer & Corporate Secretary

PARTNERSHIP

GOHEALTH HOLDINGS, LLC

By: /s/ Brian Farley

Name: Brian Farley

Title: Chief Legal Officer & Corporate Secretary

*Signature Page to the
Employment Agreement for Vijay Kotte*

EXECUTIVE

By: /s/ Vijay Kotte

Vijay Kotte

Residence Address:

###

EXHIBIT A

RESTRICTIVE COVENANTS AGREEMENT

THIS RESTRICTIVE COVENANTS AGREEMENT (“Agreement”), dated as of May 25, 2022, is made between GoHealth, Inc. (“GoHealth”), GoHealth Holdings, LLC, a Delaware limited liability company (the “Partnership” and, together with GoHealth and any subsidiaries, parent companies or affiliates of GoHealth or the Partnership, the “Company”), and Vijay Kotte (the “Executive”), a resident of the State of Illinois.

RECITALS

A. The Company and the Executive have entered into that certain Employment Agreement dated the date hereof (the “Employment Agreement”).

B. The Executive possesses extensive knowledge and experience regarding the business of the Company and shall benefit from the Employment Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, which includes the Company’s agreement to employ or continue to employ the Executive under the Employment Agreement and all payments and benefits available to the Executive under the Employment Agreement, and in specific consideration for the Company’s agreement to provide the bonus payments set forth in the Employment Agreement, which the Executive acknowledges and agrees is valid and sufficient consideration for the following covenants in this Agreement, the parties hereto agree as follows:

1. Confidential Information; Non-Disclosure.

a. Non-Use and Non-Disclosure of Confidential Information. The Executive acknowledges that the Executive currently holds and has access to proprietary and confidential information of the Company and its subsidiaries. The Executive hereby covenants and agrees that neither the Executive nor any of the Executive’s Affiliates (as hereinafter defined) will, at any time, divulge, furnish or make accessible to anyone or use in any way other than in the ordinary course of the business of the Company or its subsidiaries, any confidential, proprietary or secret knowledge or information of the Company that the Executive has acquired or shall acquire about the Company or its subsidiaries, whether developed by the Executive or by others, including, without limitation, knowledge or information concerning (i) any trade secrets, (ii) any confidential, proprietary or secret designs, programs, processes, formulae, plans, devices or material (whether or not patented or patentable) directly or indirectly useful in any aspect of the business of the Company or its subsidiaries, (iii)

any customer or supplier lists, (iv) any confidential, proprietary or secret development or research work, (v) any strategic or other business, marketing or sales plans, (vi) any financial data or plans, or (vii) any other confidential or proprietary information or secret aspects of the business of the Company or its subsidiaries. The Executive acknowledges that the above-described knowledge and information constitutes a unique and valuable asset of the Company and its subsidiaries and represents a substantial investment of time and expense by the Company and its subsidiaries, and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Company or its subsidiaries would be wrongful and may cause irreparable harm to the Company and its subsidiaries (“Confidential Information”). The Executive shall take reasonable steps to protect the confidentiality of all Confidential Information. The foregoing obligations of confidentiality shall not apply to any knowledge or information that (i) is now or subsequently becomes generally publicly known, other than as a result of the breach of this Agreement, (ii) is independently made available to the Executive in good faith by a third party who has not violated a confidential relationship with the

Company or any of its subsidiaries, or (iii) is required to be disclosed by law or legal process. The Executive understands and agrees that his obligations under this Agreement to maintain the confidentiality of the Company’s and its subsidiaries’ Confidential Information are in addition to any obligations of the Executive under applicable statutory or common law. For purposes of this Agreement, “Affiliate” shall mean any person or entity directly or indirectly controlled by the Executive.

b. Company Property. As between the Company

and the Executive,

all Confidential Information will remain the exclusive property of the Company, including, but not limited to, all financial, commercial, operational, technical or business information or data received, obtained, or prepared by the Executive in connection with the Executive’s employment or engagement and concerning the Company’s business, and all copies and abstracts thereof. Upon the termination of the Executive’s employment or engagement with the Company for any reason, the Executive will not retain, take, remove, or copy any such property of the Company or any materials containing any Confidential Information whatsoever, and the Executive will promptly return all such property and materials to the Company no later than the Executive’s termination date or earlier upon the Company’s request.

c. Exceptions; Notice of Legal Obligation to

Disclose. Nothing in this Agreement prohibits the Executive from filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or otherwise cooperating with any governmental agency or from making other disclosures that are protected under the whistleblower provisions of applicable law or regulation. Further, nothing herein prevents the Executive from disclosing Confidential Information if and to the extent required pursuant to any valid subpoena,

court order, or other legal obligation; provided, however, the Executive agrees to provide prompt written notice of any such subpoena, court order, or other legal obligation prior to disclosing any Confidential Information (unless such notice to the Company is prohibited by applicable law), enclosing a copy of the subpoena, court order or other documents describing the legal obligation. In the event that the Company objects to the disclosure of Confidential Information, by way of a motion to quash or otherwise, the Executive agrees to not disclose any Confidential Information while any such objection is pending.

d. Defend Trade Secrets Act Disclaimer. In compliance with the requirements of the Defend Trade Secrets Act, the Executive understands that: (i) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (ii) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (iii) if the Executive files a lawsuit for retaliation by Company for reporting a suspected violation of law, the Executive may disclose trade secrets to the Executive's attorney and use the trade secret information in the court proceeding if the Executive: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

2. Noncompetition and Nonsolicitation Covenants.

a. Agreement Not to Compete. Except for the Executive's direct and indirect ownership of the Company, for a period starting as of the date hereof and ending on such date which is two (2) years after the Executive's Date of Termination (as defined in the Employment Agreement) with the Company or any subsidiary of the Company (the "Restricted Period"), the Executive shall not, directly or indirectly, own, invest in, lend money to, acquire or hold any interest in, render services to, act as agent for, or otherwise engage in any business, in the United States or in any other location in which the Company is then doing business, that is competitive with any business conducted by or under active consideration by the Company or its subsidiaries at any time during the period that the Executive is an employee, director or direct or indirect shareholder of the Company or any of its subsidiaries (the "Protected Business"), it being acknowledged by the Executive that the Protected Business includes the design, sale, marketing, or distribution of the Company's and its subsidiaries' products and services. Ownership by the Executive, as a passive investment, of less than two percent (2%) of the outstanding shares of capital stock of any corporation listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of this Section 2(a).

b. Agreement Not to Solicit Employees. The Executive represents and

warrants that the Executive has not, directly or indirectly, solicited for employment for any entity or person (other than for the Company) any current employee, consultant or other independent contractor of the Company. For the Restricted Period, the Executive shall not, directly or indirectly, hire, engage, solicit or attempt to solicit any person who is then an employee, consultant or independent contractor of the Company or any subsidiary of the Company.

c. Agreement Not to Solicit Others. The Executive represents and warrants that the Executive has not, directly or indirectly, solicited any customer, supplier, distributor or other business contact referred to below for the purposes set forth below (other than on behalf of the Company). For the Restricted Period, the Executive shall not, directly or indirectly, in any manner or capacity, including without limitation as a proprietor, principal, agent, partner, officer, director, stockholder, employee, member of any association, consultant or otherwise, (x) solicit or attempt to solicit any person or entity who was a customer of the Company during the last twelve (12) months immediately preceding the date hereof or is a customer of the Company or any subsidiary of the Company during the Restricted Period, for the purposes of selling, marketing or distributing products or services similar to the products or services designed, sold, marketed or distributed by the Company or any of its subsidiaries, and (y) solicit, request, advise or induce any supplier, distributor or other business contact of the Company or any subsidiary to cancel, curtail or otherwise adversely change its relationship with the Company or its subsidiaries as it relates, directly or indirectly, to the Protected Business.

d. Acknowledgment. The Executive hereby acknowledges that the provisions of this Section 2 are reasonable and necessary to protect the legitimate interests of the Company and that any violation of this Section 2 by the Executive may cause substantial and irreparable harm to the Company to such an extent that monetary damages alone would be an inadequate remedy therefor.

e. Assistance is Prohibited. The Executive further agrees that the Executive will not, directly or indirectly, assist or encourage any other person in carrying out, directly or indirectly, any activity that would be prohibited by the above provisions of this Section 2 if such activity were carried out by the Executive, directly or indirectly, or induce any employee, or former employee of the Company to carry out, directly or indirectly, any such activity.

f. Blue Pencil Doctrine. If the duration of, the scope of or any business activity covered by any provision of this Section 2 is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. The Executive hereby acknowledges that this Section 2 shall be given the construction which renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

3. Non-Disparagement. The Executive agrees not to disparage the Company, any of its products, services, or practices, or any of its directors, officers, agents, representatives, partners, members, equity holders, or affiliates, either orally or in writing, at any time; provided, that the Executive may confer in confidence with the Executive's legal representatives and make truthful statements as required by law.

4. Ownership of Inventions.

a. Inventions. Subject to the limitations in Section 4(c) below, the Company will own all rights, title and interest in and to (i) any invention, innovation, manufacturing process, trade secret, design, idea or improvement related, directly or indirectly, to the Company's business, or any part thereof, and (ii) all copyrights, patents, trademarks and trade names which the Executive develops or creates, in whole or in part in the course of the Executive's employment or engagement with the Company (referred to as "Inventions"). Subject to the limitations in Section 4(c) below, the Executive will, and hereby does, assign to the Company, without requirement of further writing and without royalty or any other further consideration, my entire right, title and interest throughout the world in and to all Inventions created, conceived, made, developed, and/or reduced to practice by the Executive in the course of the Executive's employment or engagement with the Company and all intellectual property rights therein. The Executive will promptly tell the Company about and give the Company all information relating to any such Inventions. The Executive acknowledges that all original works of authorship which are made by the Executive (solely or jointly with others) within the scope of the Executive's employment or engagement with the Company and which are eligible for copyright protection are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). The Executive hereby waives, and agrees to waive, any moral rights the Executive may have in any copyrightable work the Executive creates or has created on behalf of the Company. The Executive will make and maintain adequate and current written records of all Inventions covered by this Section 4(a). These records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, notebooks and any other format. These records shall be and remain the property of the Company at all times and shall be made available to the Company at all times.

b. Cooperation. The Executive will cooperate with the Company in obtaining, maintaining and enforcing copyright, patent, trademark or other relevant protections for Inventions covered by Section 4(a), including executing such documents as the Company may request as necessary for such protection.

c. Executive Inventions. The Executive acknowledges that the Company will not own, and the assignment of Inventions set forth in Section 4(a) above does not apply to, Inventions for which no equipment, supplies, facility, or trade secret information of Company were used and which was developed entirely on the Executive's own time ("Executive Inventions"), unless (i) the Invention relates (a) to the Company's business or (b) to the Company's actual or demonstrably anticipated research or development, or (ii) the Invention results from any work performed by the Executive for the Company. If the Executive believes an Invention qualifies as an Executive Invention, the Executive will provide the Company at the time of creation written evidence to substantiate such belief. If the Executive incorporates any Executive Inventions or portions thereof into any Inventions created or developed for the Company, the Executive hereby grants the Company a perpetual, irrevocable, royalty-free, transferable license to copy, modify, prepare derivative works of, use, perform, and display such Executive Invention solely in connection with the Invention.

5. Enforcement. The Executive hereby specifically acknowledges and agrees that the scope of the restrictions set forth in this Agreement is reasonable and necessary to ensure that the Company receives the value of the Employment Agreement and that violation of this Agreement will harm the Company to such an extent that monetary damages alone would be an inadequate remedy. Therefore, in the event of any violation by the Executive or any Affiliate:

a. the Company (in addition to all other remedies the Company may have) shall be entitled to a temporary restraining order, injunction and other equitable relief (without posting any bond or other security) restraining the violator from committing or continuing such violation,

b. in the case of any violation of Section 2 hereof, as determined by a final judgment of court of competent jurisdiction, the duration of the non-compete period referred to therein shall be extended beyond its then-scheduled termination date for a period equal to the duration of the violation, and

c. in the event that the Company must enforce this Agreement pursuant to this Section 5, the Company shall be entitled to recover from the Executive its reasonable costs associated therewith, including all reasonable attorneys' and court fees.

6. Use of Name. Neither the Executive nor any Affiliate shall use the name "GoHealth," any variants thereof, or any confusingly similar name, in any business (other than the Company) in which any of them is associated as shareholder, investor, lender, partner, co-venturer, co-marketer, sole proprietor,

director, officer, employee, agent, consultant, independent contractor or in any other capacity.

7. No Violation of Other Agreements. The Executive hereby represents and agrees that neither (a) the Executive's entering into this Agreement nor (b) the Executive's carrying out the provisions of this Agreement, will violate any other agreement (oral, written or other) to which the Executive is a party or by which the Executive is bound.

8. At-Will Employment; No Contract of Employment. Nothing herein shall be deemed to create a contract of employment for any term. The Executive acknowledges and agrees that the Executive's employment with the Company is and shall remain at all times at will, unless otherwise specified by the Employment Agreement.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Executive, the Company and their respective heirs, personal representatives, successors and assigns (including without limitation any assignee of substantially all of the assets of the Company); provided, however, that this Agreement may not be assigned by the Executive.

10. Complete Agreement. This Agreement contains the complete agreement between the parties hereto with respect to the matters covered herein, and supersedes all prior agreements and understandings between the parties hereto with respect to such matters. This Agreement may be amended, terminated or superseded only by an agreement in writing executed by both parties hereto.

11. Partial Invalidity. If any covenant or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by reason of any rule of law or of any public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. No Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

13. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which shall constitute but one instrument.

14. Headings. The headings contained in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.

15. Notices. All notices, requests, demands and other communications provided for in this Agreement shall be in writing delivered personally or sent by registered or certified mail, postage prepaid, as follows:

If to the Company: GoHealth Holdings, LLC
214 West Huron Street
Chicago, IL 60654

with a copy to: Centerbridge Partners, L.P.
375 Park Ave., 11th Floor
New York, NY 10152

If to the Executive: To the address set forth on the Executive's signature page of the Employment Agreement

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule, whether of the State of Delaware or any other jurisdiction, that would cause the application of laws of any jurisdiction other than the State of Delaware.

17. Action of Affiliates. The Executive shall cause his Affiliates not to take any action that is prohibited to be taken by such Affiliates under the terms of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GOHEALTH, INC.

By: /s/ Brian Farley
Name: Brian Farley
Its: Chief Legal Officer & Corporate Secretary

GOHEALTH HOLDINGS, LLC

By: /s/ Brian Farley
Name: Brian Farley
Its: Chief Legal Officer & Corporate Secretary

EXECUTIVE

/s/ Vijay Kotte
Vijay Kotte

Employment Agreement

This Employment Agreement (the “Agreement”), entered into as of June 3, 2022, is made by and between Jason Schulz (the “Executive”), GoHealth, Inc., a Delaware corporation (“GoHealth”), and GoHealth Holdings, LLC, a Delaware limited liability company (the “Partnership” and, together with GoHealth and any of the Affiliates of GoHealth and the Partnership as may employ the Executive from time to time, and any successor(s) thereto, the “Company”).

RECITALS

WHEREAS, the Company desires to engage the Executive to perform services under the terms hereof;

WHEREAS, the Executive desires to provide services to the Company on the terms herein provided; and

WHEREAS, the Company and the Executive desire to have the Executive’s employment begin on June 6, 2022 (the “Effective Date”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the respective covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, effective as of the Effective Date, as follows:

1. Certain Definitions

(a) “Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person where “control” shall have the meaning given such term under Rule 405 of the Securities Act of 1933, as amended from time to time.

(b) “Agreement” shall have the meaning set forth in the preamble hereto.

(c) “Annual Base Salary” shall have the meaning set forth in Section 3(a).

(d) “Annual Bonus” shall have the meaning set forth in Section 3(b).

(e) “Board” shall mean the Board of Directors of GoHealth, Inc., a Delaware corporation.

(f) The Company shall have “Cause” to terminate the Executive’s employment hereunder upon: (i)(A) the willful failure or refusal of the Executive to perform material responsibilities set forth herein (including the Executive’s failure to devote time and attention to his duties hereunder or failure to regularly attend Board or office meetings); (B) the Executive’s willful failure to carry out, or comply with, in any material respect any lawful directive of the Board; (C) dishonesty by the Executive to the Board with respect to any material matter; (D) misappropriation of funds or property of the Company or any of its Affiliates by the Executive other than the occasional, customary and *de minimis* use of Company property for personal purposes; or (E) a breach by the Executive of this Agreement or other agreement with the Company (including, without limitation, the Restrictive Covenants Agreement); provided, in the case of each of the foregoing clauses (A)-(E), if the Board (excluding any Board member as to whom Cause is alleged to have occurred) determines reasonably and in good faith that such act can reasonably be cured, that the Company has provided 30 days’ prior written notice to the Executive of such conduct and the Executive has failed to cure such conduct within such 30 day period in the manner identified by the Board; (ii) the arrest or charging of the Executive for (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, and which is materially detrimental to the Company and its Affiliates (including material reputational harm); or (iii) the Executive’s engagement in on-the-job conduct that consists either of gross misconduct or a material violation of the Company or any of its Affiliates’ written code of ethics or Company policies, and which is materially detrimental to the Company and its Affiliates (including material reputational harm).

(g) “Change of Control” shall have the meaning set forth in the 2020 Incentive Award Plan of the Company.

(h) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(i) “Common Stock” shall have the meaning set forth in Section 3(c).

(j) “Company” shall have the meaning set forth in the preamble hereto.

(k) “Date of Termination” shall mean (i) if the Executive’s employment is

terminated due to the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated due to the Executive's Disability, the date determined pursuant to Section 4(a)(ii); or (iii) if the Executive's employment is terminated pursuant to Section 4(a)(iii)(vi) either the date indicated in the Notice of Termination or the date specified by the Company pursuant to Section 4(b), whichever is earlier.

(l) "Disability" shall mean the Executive's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

(m) "Effective Date" shall have the meaning set forth in the recitals hereto.

(n) "Executive" shall have the meaning set forth in the preamble hereto.

(o) "Extension Term" shall have the meaning set forth in Section 2(b).

(p) The Executive shall have "Good Reason" to terminate the Executive's employment hereunder after the occurrence of one or more of the following conditions without the Executive's consent: (A) a material adverse change in the Executive's title, reporting relationship, authority or duties and responsibilities as of the Effective Date or an elimination of the Executive's position; (B) a material reduction in the Executive's Annual Base Salary or Annual Bonus opportunity, in either case not otherwise made on a substantially similar basis for senior Company executives generally; or (C) a required relocation of the Executive's out of state principal residence or for Executive's more than 75% presence at the Company's principal place of employment. The Executive's employment with the Company may be terminated for Good Reason only if (1) the Executive provides written notice to the Company of the occurrence of the Good Reason event (as described above) within 30 days after the Executive knows or reasonably should have known of the circumstances constituting Good Reason, (2) the Company fails to cure the circumstances constituting "Good Reason" within 30 days after such notice, and (3) the Executive resigns within 30 days after the expiration of such 30-day cure period. For the avoidance of doubt, an initial public offering of common stock of the Company or any parent (direct or indirect) or other Affiliate of the Company shall not constitute Good Reason for purposes of this Agreement.

(q) "Initial Term" shall have the meaning set forth in Section 2(b).

(r) "Notice of Termination" shall have the meaning set forth in Section 4(b).

(s) “Person” shall mean any individual, natural person, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization or other entity of any nature.

(t) “Release” shall have the meaning set forth in Section 5(b).

(u) “Release Expiration Date” shall have the meaning set forth in Section 21(c).

(v) “Restrictive Covenant Agreement” shall have the meaning set forth in Section 6.

(w) “RSU Gain” shall mean, with respect to shares of Common Stock received by the Executive in settlement of the RSUs but no longer held by the Executive as of the Date of Termination, an amount equal to the product of (i) the number of such shares of Common Stock and (ii) the Fair Market Value (as defined in the equity incentive plan under which the RSUs are granted) per share of Common Stock on the date the Executive sold or otherwise disposed of such shares of Common Stock (without reduction for any shares of Common Stock sold or surrendered in payment of taxes, etc.).

(x) “Section 409A” shall mean Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date.

(y) “Severance Period” shall have the meaning set forth in Section 5(b).

(z) “Term” shall have the meaning set forth in Section 2(b).

2. Employment

(a) In General. Effective as of the Effective Date, the Company shall employ the Executive under this Agreement and the Executive shall remain in the employ of the Company under this Agreement, for the period set forth in Section 2(b), in the position set forth in Section 2(c), and upon the other terms and conditions herein provided.

(b) Term of Employment. The initial term of employment under this Agreement (the “Initial Term”) shall be for the period beginning on the Effective Date and ending on the third anniversary thereof, unless earlier terminated as provided in Section 4. The Initial

Term shall automatically be extended for successive one year periods (each, an “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party hereto gives notice of nonextension of the Term to the other no later than ninety (90) days prior to the expiration of the thenapplicable Term. For the avoidance of doubt, notice by the Executive of non-extension of the Term, without stated Good Reason and compliance with the notice, cure, and resignation requirements of the definition thereof, shall not constitute a resignation for Good Reason under Section 4(a)(v). For the further avoidance of doubt, notice by the Company of non-extension of the Term, without stated Cause and compliance with the notice and cure requirements of the definition thereof and subject to Section 4(b), shall constitute a termination without Cause under Section 4(a)(iv).

(c) Position and Duties. During the Term, the Executive: (i) shall serve as Chief Financial Officer of the Company, with responsibilities, duties and authority customary for such position, subject to direction by the Chief Executive Officer of the Company; (ii) shall report directly to the Chief Executive Officer of the Company; and (iii) shall devote substantially all the Executive’s working time and efforts to the business and affairs of the Company and its Affiliates. At all times during the Term, the Executive agrees to observe and comply with the Company’s rules and policies as adopted by the Company from time to time. The parties acknowledge and agree that the Executive’s duties, responsibilities and authority may include services for one or more Affiliates of the Company.

3. Compensation and Related Matters

(a) Annual Base Salary. During the Term, the Executive shall receive a base salary at a rate of \$500,000 per annum, which shall be paid in accordance with the customary payroll practices of the Company, subject to review by the Board in its sole discretion (the “Annual Base Salary”).

(b) Annual Bonus. With respect to each Company fiscal year that ends during the Term, beginning in fiscal year 2022, the Executive will be eligible to receive a cash bonus (the “Annual Bonus”), which shall be payable based upon the attainment of individual and Company performance goals established by the Board in its sole discretion. The Executive’s Annual Bonus shall be targeted at 80% of the Executive’s Annual Base Salary (the “Annual Bonus Target”), may range from 0% to 200% of the Annual Bonus Target, and shall be payable, to the extent earned, on, or at such date as is determined by the Board within 120 days following, the last day of the fiscal year with respect to which it relates. Notwithstanding any other provision of this Section 3(b) and subject to Section 5(b), no bonus shall be payable with respect to any fiscal year unless the Executive remains continuously employed with the Company during the period beginning on the Effective Date and ending on the applicable bonus payment date. Notwithstanding anything in this Section 3(b) to the contrary, the Annual Bonus for 2022 shall be no less than, but not limited to, \$200,000.

(c) Equity Awards.

(i) As an inducement material to the Executive's agreement to enter into employment with the Company, the Company will grant to the Executive an equity award (the "Initial Award") under the Company's 2021 Inducement Award Plan (the "Plan") with respect to 4,500,000 shares of the Company's Class A Common Stock, \$0.0001 par value per share ("Common Stock") as follows:

(A) Subject to the approval of the Board and to the Executive's commencement of employment on the Effective Date, 1,000,000 shares of Common Stock from the Initial Award will be granted, effective as of the Effective Date, in the form of an Option (as defined in the Plan) to purchase shares of Common Stock at a price per share equal to the Fair Market Value (as defined in the Plan) of a share of Common Stock on the date of grant, as determined by the Board, which Option shall vest and become exercisable with respect to one-fourth (1/4) of the shares subject thereto (rounded down to the next whole number of shares) on each of the first four anniversaries of the grant date, so that all of the Options shall be vested on the fourth anniversary of the grant date (the "Initial Options").

(B) Subject to the approval of the Board and to the Executive's continued employment through the date of grant, the remainder of the Initial Award will be granted, effective as of the date immediately following the registration of sufficient additional shares for issuance under the Plan on Form S-8 (which registration will occur as soon as administratively practicable following the Company's next annual shareholder meeting, currently scheduled for May 25, 2022), as follows:

(1) 2,000,000 shares of Common Stock from the Initial Award will be granted in the form of Restricted Stock Units (as defined in the Plan), all of which shall be fully vested at the time of grant (the "RSUs"); and

(2) 1,500,000 shares of Common Stock from the Initial Award will be granted in the form of Restricted Stock Units (the "VWAP RSUs"), which VWAP RSUs shall be eligible to vest (i) 50% on the third anniversary of the date of grant (the "VWAP Vesting Date"), subject to the Company achieving a volume-weighted average price over the period beginning on the date of grant of the VWAP RSUs and ending on the VWAP Vesting Date (the "Three-Year VWAP") equal to or greater than \$2.00 but less than \$3.00, (ii) 100% ("Target Level") on the VWAP Vesting Date, subject to the Company achieving a Three-Year VWAP equal to or greater than \$3.00 but less than \$4.00, (iii) 150% on the VWAP Vesting Date (i.e., 2,250,000 shares of Common Stock), subject to the Company achieving a Three-Year VWAP equal to or greater than \$4.00 but less than

\$6.00, or (iv) 200% on the VWAP Vesting Date (i.e., 3,000,000 shares of Common Stock), subject to the Company achieving a Three-Year VWAP equal to or greater than \$6.00, in each case subject to the Executive's continued employment through the VWAP Vesting Date. For the avoidance of doubt, in the event the Three-Year VWAP is less than \$2.00, all VWAP RSUs shall be forfeited for no consideration on the VWAP Vesting Date.

(C) Termination of Employment.

(1) In the event the Executive's employment is terminated by the Executive without Good Reason after the grant of the RSUs but prior to the 12-month anniversary of the Effective Date, then (i) any shares of Common Stock received in settlement of the RSUs and held by the Executive as of the Date of Termination shall be automatically forfeited for no consideration on such date, and (ii) the Executive shall pay to the Company in cash any RSU Gain received by the Executive, with such payment to occur no later than the thirty (30) day anniversary of the Date of Termination. For the avoidance of doubt, the claw-back provisions set forth in this Section 3(c)(i)(C) are in addition to any other claw-back policy applicable to the Executive.

(2) In the event the Executive's employment is terminated by the Company without Cause or by the Executive with Good Reason, in either case within the 90-day period immediately preceding the VWAP Vesting Date, then, effective as of immediately prior to such termination of employment, the VWAP RSUs and any unvested portion of the Initial Options as of such date shall immediately vest (and become exercisable, as applicable) in full, with the number of vested VWAP RSUs determined based on actual Three-Year VWAP performance as measured on the VWAP Vesting Date.

(D) Notwithstanding anything in Section 3(c)(i)(B)(2) to the contrary, in the event of a Change in Control (as defined in the Plan):

(1) prior to the eighteen-month anniversary of the Effective Date, the VWAP RSUs shall vest immediately prior to such Change in Control at the greater of (x) Target Level and (y) the vesting that would occur under Section 3(c)(i)(B)(2) if the Three-Year VWAP is assumed to be the per-share purchase price of the Company in connection with such Change in Control; or

(2) on or after the eighteen-month anniversary of the Effective Date, the VWAP RSUs shall vest immediately prior to such Change in Control at the greater of (x) Target Level and (y) actual

volumeweighted average price performance as measured over the period beginning on the date of grant of the VWAP RSUs and ending immediately prior to such Change in Control; provided, however, that, in the event the per-share purchase price of the Company in connection with such Change in Control is greater than or equal to \$6.00, the VWAP RSUs shall vest immediately prior to such Change in Control at 200%.

(ii) Each fiscal year during the Term, beginning with fiscal year 2023, the Executive shall receive an annual grant of additional equity awards under the Company's 2020 Incentive Award Plan (or another equity award plan adopted by the Company) consisting of Options, Restricted Stock Units, VWAP RSUs, and/or other awards authorized for grant under the applicable plan in amounts to be determined by the Board or the Compensation Committee thereof in its sole discretion (each such aggregate annual grant, an "Annual Award" and, together with the Initial Award, the "Equity Awards"); provided, however, that (1) each Annual Award shall be made with respect to no less than 1,000,000 aggregate shares of Common Stock; provided further, that notwithstanding the minimum number of shares of Common Stock set forth in this clause (1), in no event shall the minimum requirement under this provision for any Annual Award have an aggregate grant date dollar value (as determined by the Board or the Compensation Committee thereof in its sole discretion) of more than \$3,000,000; and (2) unless otherwise determined by the Board, no more than 25% of each Annual Award shall consist of timevesting Restricted Stock Units.

(iii) The Equity Awards shall be subject to the terms of the applicable plan and applicable award agreements by and between the Executive and the Company. Without limiting the foregoing, for the avoidance of doubt and in accordance with the terms of the applicable plan, the number and kind of shares subject to any equity award described in this Section 3(c) shall, in the event of any stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other change affecting the shares of the Company's stock or the share price of the Company's stock, be equitably adjusted to reflect such change.

(d) Benefits. During the Term, the Executive shall be eligible to participate in employee benefit plans, programs and arrangements of the Company in accordance with their terms, as in effect from time to time, and as are generally provided by the Company to its senior executive officers (including, without limitation, the Company's paid time off policy for its senior executive officers as in effect from time to time).

(e) Business Expenses. During the Term, the Company shall reimburse the Executive for all reasonable, documented, out-of-pocket travel (including first class or equivalent accommodations) and other business expenses incurred by the Executive in the performance of the Executive's duties to the Company, including, for the avoidance of doubt, the Executive's out-of-state commuting expenses, in accordance with the Company's applicable expense reimbursement policies and procedures.

(f) Indemnification. During the Term and for so long thereafter as liability exists with regard to the Executive's activities during the Term on behalf of the Company, the Company shall indemnify the Executive (other than in connection with the Executive's gross negligence or willful misconduct) pursuant to the Company's customary indemnification agreement applicable to the Company's officers and directors, a form of which shall be provided to Executive with this Agreement.

4. Termination. The Executive's employment hereunder may be terminated by the Company or the Executive, as applicable, without any breach of this Agreement only under the following circumstances:

(a) Circumstances

(i) Death. The Executive's employment hereunder shall terminate upon the Executive's death.

(ii) Disability. If the Executive incurs a Disability, the Company may give the Executive written notice of its intention to terminate the Executive's employment. In that event, the Executive's employment with the Company shall terminate, effective on the later of the thirtieth (30th) day after receipt of such notice by the Executive or the date specified in such notice; provided that within the thirty (30) day period following receipt of such notice, the Executive shall not have returned to full-time performance of the Executive's duties hereunder.

(iii) Termination for Cause. The Company may terminate the Executive's employment for Cause.

(iv) Termination without Cause. The Company may terminate the Executive's employment without Cause.

(v) Resignation for Good Reason. The Executive may resign from the Executive's employment for Good Reason.

(vi) Resignation without Good Reason. The Executive may resign from the Executive's employment without Good Reason.

(b) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive under this Section 4 (other than a termination pursuant to Section 4(a)(i) above) shall be communicated by a written notice to the other party hereto (a "Notice of Termination"): (i) indicating the specific termination provision in this Agreement relied upon, and

(ii) specifying a Date of Termination which, if submitted by the Executive, shall be at least thirty (30) days following the date of such notice; provided, however, that a Notice of Termination delivered by the Company pursuant to Section 4(a)(ii) shall not be required to specify a Date of Termination, in which case the Date of Termination shall be determined pursuant to Section 4(a)(ii); and provided, further, that in the event that the Executive delivers a Notice of Termination to the Company, the Company may, in its sole discretion, accelerate the Date of Termination to any date that occurs following the date of Company's receipt of such Notice of Termination (even if such date is prior to the date specified in such Notice of Termination). A Notice of Termination submitted by the Company (other than a Notice of Termination under Section 4(a)(ii)) may provide for a Date of Termination on the date the Executive receives the Notice of Termination, or any date thereafter elected by the Company in its sole discretion. The failure by the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause shall not waive any right of the Company hereunder or preclude the Company from asserting such fact or circumstance in enforcing the Company's rights hereunder. Notwithstanding the foregoing, a termination pursuant to Section 4(a)(iii) shall be deemed to occur if following the Executive's termination of employment for any reason the Company determines that circumstances existing prior to such termination would have entitled to the Company to terminate the Executive's employment pursuant to Section 4(a)(iii) (disregarding any applicable cure period).

5. Company Obligations Upon Termination of Employment

(a) In General. Upon a termination of the Executive's employment for any reason, the Executive (or the Executive's estate) shall be entitled to receive: (i) any portion of the Executive's Annual Base Salary through the Date of Termination not theretofore paid, (ii) any expenses owed to the Executive under Section 3(e), (iii) any accrued but unused vacation pay owed to the Executive in accordance with applicable law, and (iv) any amount arising from the Executive's participation in, or benefits under, any employee benefit plans, programs or arrangements under Section 3(d), which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements. Except as otherwise set forth in Section 5(b) below, the payments and benefits described in this Section 5(a) shall be the only payments and benefits payable in the event of the Executive's termination of employment for any reason.

(b) Severance Payments. In the event of the Executive's termination of employment by the Company without Cause pursuant to Section 4(a)(iv) or by the Executive for Good Reason pursuant to Section 4(a)(v), in addition to the payments and benefits described in Section 5(a) above, the Company shall, subject to Section 5(c) and Section 21 and subject to the Executive's execution and non-revocation of a waiver and release of claims agreement in the Company's customary form (a "Release"), as of the Release Expiration Date, in accordance with Section 21(c):

- (i) Continue to pay the Executive's Annual Base Salary during the

period beginning on the Date of Termination and ending on the eighteen (18) month anniversary of the Date of Termination (the “Severance Period”) in accordance with the Company’s regular payroll practice as of the Date of Termination. Notwithstanding the foregoing, in the event that within twelve (12) months of a Change of Control of the Company, the Executive is terminated by the Company without Cause pursuant to Section 4(a)(iv) or by the Executive for Good Reason pursuant to Section 4(a)(v) (a “Change of Control Termination”), then the Company shall continue to pay the Executive’s Annual Base Salary during the period beginning on the Date of Termination and ending on the two

(2) year anniversary of the Date of Termination (the “Change of Control Severance Period”); and

(ii) Pay (A) the Annual Bonus for any completed fiscal year as of the Date of Termination that has not yet been paid as of the Date of Termination (the “Prior Year Bonus”), if any, and (B) a pro-rated portion of the Annual Bonus for the year in which the Date of Termination occurs, with such proration being based on the number of full months for which the Executive was employed during such year prior to such Date of Termination (such pro-rated bonus, the “Pro-Rated Bonus” and, collectively with the Prior

Year Bonus, the “Bonus Severance Payment”). Notwithstanding the foregoing, upon a Change of Control Termination, the Bonus Severance Payment shall instead be equal to the sum of (X) the Prior Year Bonus, if any, and (Y) the product of (I) two (2), multiplied by (II) the Pro-Rated Bonus. The bonuses described in this Section 5(b)(ii) shall be payable, to the extent earned, on, or at such date as is determined by the Board within 120 days following, the last day of the fiscal year with respect to which it relates, as set forth in Section 3(b).

(iii) During the Severance Period or the Change of Control Severance Period, as applicable, if the Executive elects to continue coverage under the Company’s group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), continue coverage for the Executive and any eligible dependents under the Company group health benefit plans in which the Executive and any dependents were entitled to participate immediately prior to the Date of Termination. In the event the Executive elects to continue with COBRA coverage, provided, that Employee timely submits to the Company evidence of the Executive’s payments made to the COBRA administrator, the Company will reimburse the Executive for the Company’s share of the premiums associated therewith in an amount equal to what the Company pays for the health insurance premiums of other executive level employees at the Company. The COBRA health continuation period under Section 4980B of the Code shall run concurrently with the period of continued coverage set forth in this Section 5(b)(ii); provided, however, that in the event Employee obtains other employment that offers group health benefits, such continuation of COBRA coverage by the Company under this Section 5(b)(ii) shall immediately cease.

(c) Breach of Restrictive Covenant Agreement. Notwithstanding any other

provision of this Agreement, no payment shall be made or benefit provided pursuant to Section 5(b) following the date the Executive first violates the Restrictive Covenant Agreement and, in the event of such a violation, the Executive shall repay to the Company any benefit provided pursuant to Section 5(b) within ninety (90) days of such violation.

(d) Complete Severance. The provisions of this Section 5 shall supersede in their entirety any severance payment or benefit obligations to the Executive pursuant to the provisions in any severance plan, policy, program or other arrangement maintained by the Company.

6. Restrictive Covenant Agreement. The Executive acknowledges that the Executive is, concurrently with the execution of this Agreement, entering into an agreement with the Company containing confidentiality, non-solicitation, non-competition, intellectual property assignment, and other protective covenants (the "Restrictive Covenant Agreement" attached hereto as Exhibit A) and that the Executive shall be bound by the terms and conditions of the Restrictive Covenant Agreement.

7. Injunctive Relief. The Executive recognizes and acknowledges that a breach of the covenants contained in the Restrictive Covenant Agreement will cause irreparable damage to the Company and its goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Executive agrees that, in the event of a breach of any of the covenants contained in the Restrictive Covenant Agreement, in addition to any other remedy which may be available at law or in equity, the Company will be entitled to specific performance and injunctive relief.

8. Assignment and Successors. The Company may assign its rights and obligations under this Agreement to any entity, including any successor to all or substantially all the assets of the Company, by merger or otherwise, and may assign or encumber this Agreement and its rights hereunder as security for indebtedness of the Company and its Affiliates. The Executive may not assign the Executive's rights or obligations under this Agreement to any individual or entity. This Agreement shall be binding upon and inure to the benefit of the Company, the Executive and their respective successors, assigns, personnel and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable.

9. Governing Law; Venue; Attorney Fees. This Agreement shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Delaware, without giving effect to any principles of conflicts of law, whether of the State of Delaware or any other jurisdiction, and where applicable, the laws of the United States, that would result in the application of the laws of any other jurisdiction. Each of the parties hereto agrees that any legal action or proceeding with respect to this Agreement shall be brought exclusively in the Chancery Court of New Castle County, Delaware or the federal courts of the United States of America for the District of Delaware, unless the parties to any such action or dispute mutually agree to waive this provision. By execution and delivery of this Agreement, each of the parties hereto irrevocably consents to service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage

prepaid, or by recognized express carrier or delivery service, to the applicable party at his, her or its address referred to herein. Each of the parties hereto irrevocably waives any objection which he, she or it may now or hereafter have to the laying of venue of any of the aforementioned actions or proceedings arising out of or in connection with this Agreement, or any related agreement, certificate or instrument referred to above, brought in the courts referred to above and hereby further irrevocably waives and agrees, to the fullest extent permitted by applicable law, not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in any inconvenient forum. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law. In the event that a party must enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs associated therewith, including all reasonable attorneys' and court fees.

10. Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Notices. Any notice, request, claim, demand, document and other communication hereunder to any party hereto shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by telex, telecopy, or certified or registered mail, postage prepaid, to the following address (or at any other address as any party hereto shall have specified by notice in writing to the other party hereto):

(a) If to the Company:

GoHealth Holdings, LLC
214 West Huron Street
Chicago, Illinois 60654
Attention: Chief Legal Officer or General Counsel

Copy to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, New York 10020
Attn: Bradd L. Williamson
Facsimile: (212) 751-4864

(b) If to the Executive, at the address set forth on the signature page hereto.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

13. Entire Agreement. The terms of this Agreement (together with any other agreements and instruments contemplated hereby or referred to herein, including, without

limitation, the Restrictive Covenant Agreement attached hereto as Exhibit A) is intended by the parties hereto to be the final expression of their agreement with respect to the employment of the Executive by the Company and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties hereto further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

14. Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by the Executive and a duly authorized officer of GoHealth and approved by the Board, which expressly identifies the amended provision of this Agreement. By an instrument in writing similarly executed and approved by the Board, the Executive or a duly authorized officer of GoHealth may waive compliance by the other party or parties hereto with any provision of this Agreement that such other party was or is obligated to comply with or perform; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure to comply or perform. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

15. No Inconsistent Actions. The parties hereto shall not voluntarily undertake or fail to undertake any action or course of action inconsistent with the provisions or essential intent of this Agreement. Furthermore, it is the intent of the parties hereto to act in a fair and reasonable manner with respect to the interpretation and application of the provisions of this Agreement.

16. Construction. This Agreement shall be deemed drafted equally by both of the parties hereto. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party hereto shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (a) the plural includes the singular and the singular includes the plural; (b) “and” and “or” are each used both conjunctively and disjunctively; (c) “any,” “all,” “each,” or “every” means “any and all,” and “each and every”; (d) “includes” and “including” are each “without limitation”; (e) “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (f) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Persons referred to may require.

17. Enforcement. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

18. Withholding. The Company and its Affiliates shall be entitled to withhold from any amounts payable under this Agreement, any federal, state, local or foreign withholding or other taxes or charges which the Company or any of its Affiliates is required to withhold. The Company and its Affiliates shall be entitled to rely on an opinion of counsel if any questions as to the amount or requirement of withholding shall arise.

19. Absence of Conflicts; Executive Acknowledgement; Confidentiality. The Executive hereby represents that from and after the Effective Date the performance of the Executive's duties hereunder will not breach any other agreement to which the Executive is a party. The Executive acknowledges that the Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company or any of its Affiliates other than those contained in writing herein, and has entered into this Agreement freely based on the Executive's own judgment. The Executive agrees not to disclose the terms or existence of this Agreement to any Person unless the Company agrees to such disclosure in advance and in writing; provided that the Executive may, without such permission, make such disclosures as are required by applicable law, including disclosures to taxing agencies, and disclose the terms of this Agreement to the Executive's attorney(s), accountant(s), tax advisor(s), and other professional service provider(s), and to members of the Executive's immediate family, as reasonably necessary; provided, further, that the Executive instructs such Person(s) that the terms of this Agreement are strictly confidential and are not to be revealed to anyone else except as required by applicable law.

20. Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued prior to such expiration or termination (including, without limitation, pursuant to the provisions of the Restrictive Covenant Agreement attached hereto as Exhibit A).

21. Section 409A.

(a) General. The parties hereto acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable hereunder will be immediately taxable to the Executive under Section 409A, the Company reserves the right (without any obligation to do so or to indemnify the Executive for failure to do so) to (i) adopt such amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company determines to be necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Company and/or (ii) take such other actions as the Company determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the

requirements of Section 409A and thereby avoid the application of penalty taxes thereunder. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from the Executive or any other individual to the Company or any of its Affiliates, employees or agents.

(b) Separation from Service under Section 409A. Notwithstanding any provision to the contrary in this Agreement: (i) no amount shall be payable pursuant to Section 5(b) unless the termination of the Executive's employment constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations; (ii) for purposes of Section 409A, the Executive's right to receive installment payments pursuant to Section 5(b) shall be treated as a right to receive a series of separate and distinct payments; and (iii) to the extent that any reimbursement of expenses or in-kind benefits constitutes "deferred compensation" under Section 409A, such reimbursement or benefit shall be provided no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year. Notwithstanding any provision to the contrary in this Agreement, if the Executive is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the termination benefits to which the Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of the Executive's termination benefits shall not be provided to the Executive prior to the earlier of (x) the expiration of the six-month period measured from the date of the Executive's "separation from service" with the Company (as such term is defined in the Treasury Regulations issued under Section 409A of the Code) or (y) the date of the Executive's death; upon the earlier of such dates, all payments deferred pursuant to this sentence shall be paid in a lump sum to the Executive, and any remaining payments due under the Agreement shall be paid as otherwise provided herein.

(c) Release. Notwithstanding anything to the contrary in this Agreement, to the extent that any payments of "nonqualified deferred compensation" (within the meaning of Section 409A) due under this Agreement as a result of the Executive's termination of employment are subject to the Executive's execution and delivery of a Release, (i) the Release shall be reasonable and drafted in good faith, (ii) the Company shall deliver the Release to the Executive within ten (10) business days following the Date of Termination, and the Company's failure to deliver a Release prior to the expiration of such ten (10) business day period shall constitute a waiver of any requirement to execute a Release, (iii) if the Executive fails to execute the Release on or prior to the Release Expiration Date (as defined below) or timely revokes his acceptance of the Release thereafter, the Executive shall not be entitled to any payments or benefits otherwise conditioned on the Release, and (iv) in any case where the Date of Termination and the Release Expiration Date fall in two separate taxable years, any payments required to be made to the Executive that are conditioned on the Release and are treated as nonqualified deferred compensation for purposes of Section 409A shall be made in the later taxable year. For purposes of this Section 21(c), "Release Expiration Date" shall mean the date that is twenty-one (21) days following the date upon which the Company

timely delivers the Release to the Executive, or, in the event that the Executive's termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date. To the extent that any payments of nonqualified deferred compensation (within the meaning of Section 409A) due under this Agreement as a result of the Executive's termination of employment are delayed pursuant to Section 5(b) and this Section 21(c), such amounts shall be paid in a lump sum on the first payroll date following the date that the Executive executes and does not revoke the Release (and the applicable revocation period has expired) or, in the case of any payments subject to Section 21(c)(iv), on the first payroll period to occur in the subsequent taxable year, if later.

22. Compensation Recovery Policy. The Executive acknowledges and agrees that, to the extent the Company adopts any clawback or similar policy pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act or otherwise, and any rules and regulations promulgated thereunder, he shall take all action necessary or appropriate to comply with such policy (including, without limitation, entering into any further agreements, amendments or policies necessary or appropriate to implement and/or enforce such policy).

23. Whistleblower Protection and Trade Secrets. Notwithstanding anything to the contrary contained herein, nothing in this Agreement prohibits the Executive from reporting possible violations of federal law or regulation to any United States governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation (including the right to receive an award for information provided to any such government agencies). Furthermore, in accordance with 18 U.S.C. § 1833, notwithstanding anything to the contrary in this Agreement: (a) the Executive shall not be in breach of this Agreement, and shall not be held criminally or civilly liable under any federal or state trade secret law (i) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (b) if the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the trade secret to the Executive's attorney, and may use the trade secret information in the court proceeding, if the Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

[Signature pages follow]

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

GOHEALTH

GOHEALTH, INC.

By: /s/ Brian Farley

Name: Brian Farley

Title: Chief Legal Officer & Corporate Secretary

PARTNERSHIP

GOHEALTH HOLDINGS, LLC

By: /s/ Brian Farley

Name: Brian Farley

Title: Chief Legal Officer & Corporate Secretary

*Signature Page to the
Employment Agreement for Jason Schulz*

EXECUTIVE

By: /s/ Jason Schulz

Jason Schulz

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EXHIBIT A

RESTRICTIVE COVENANTS AGREEMENT

THIS RESTRICTIVE COVENANTS AGREEMENT (“Agreement”), dated as of May 25, 2022, is made between GoHealth, Inc. (“GoHealth”), GoHealth Holdings, LLC, a Delaware limited liability company (the “Partnership” and, together with GoHealth and any subsidiaries, parent companies or affiliates of GoHealth or the Partnership, the “Company”), and Jason Schulz (the “Executive”), a resident of the State of Colorado.

RECITALS

A. The Company and the Executive have entered into that certain Employment Agreement dated the date hereof (the “Employment Agreement”).

B. The Executive possesses extensive knowledge and experience regarding the business of the Company and shall benefit from the Employment Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, which includes the Company’s agreement to employ or continue to employ the Executive under the Employment Agreement and all payments and benefits available to the Executive under the Employment Agreement, and in specific consideration for the Company’s agreement to provide the bonus payments set forth in the Employment Agreement, which the Executive acknowledges and agrees is valid and sufficient consideration for the following covenants in this Agreement, the parties hereto agree as follows:

1. Confidential Information; Non-Disclosure.

a. Non-Use and Non-Disclosure of Confidential Information. The Executive acknowledges that the Executive currently holds and has access to proprietary and confidential information of the Company and its subsidiaries. The Executive hereby covenants and agrees that neither the Executive nor any of the Executive’s Affiliates (as hereinafter defined) will, at any time, divulge, furnish or make accessible to anyone or use in any way other than in the ordinary course of the business of the Company or its subsidiaries, any confidential, proprietary or secret knowledge or information of the Company that the Executive has acquired or shall acquire about the Company or its subsidiaries, whether developed by the Executive or by others, including, without limitation, knowledge or information concerning (i) any trade secrets, (ii) any confidential, proprietary or secret designs, programs, processes, formulae, plans, devices or material (whether or not patented or patentable) directly or indirectly useful in any aspect of the business of the Company or its subsidiaries, (iii) any customer or supplier lists, (iv) any confidential, proprietary or secret

development or research work, (v) any strategic or other business, marketing or sales plans, (vi) any financial data or plans, or (vii) any other confidential or proprietary information or secret aspects of the business of the Company or its subsidiaries. The Executive acknowledges that the above-described knowledge and information constitutes a unique and valuable asset of the Company and its subsidiaries and represents a substantial investment of time and expense by the Company and its subsidiaries, and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Company or its subsidiaries would be wrongful and may cause irreparable harm to the Company and its subsidiaries (“Confidential Information”). The Executive shall take reasonable steps to protect the confidentiality of all Confidential Information. The foregoing obligations of confidentiality shall not apply to any knowledge or information that (i) is now or subsequently becomes generally publicly known, other than as a result of the breach of this Agreement, (ii) is independently made available to the Executive in good faith by a third party who has not violated a confidential relationship with the Company or any of its subsidiaries, or (iii) is required to be disclosed by law or legal process. The Executive understands and agrees that his obligations under this Agreement to maintain the confidentiality of the Company’s and its subsidiaries’ Confidential Information are in addition to any obligations of the Executive under applicable statutory or common law. For purposes of this Agreement, “Affiliate” shall mean any person or entity directly or indirectly controlled by the Executive.

b. Company Property. As between the Company and the Executive,

all Confidential Information will remain the exclusive property of the Company, including, but not limited to, all financial, commercial, operational, technical or business information or data received, obtained, or prepared by the Executive in connection with the Executive’s employment or engagement and concerning the Company’s business, and all copies and abstracts thereof. Upon the termination of the Executive’s employment or engagement with the Company for any reason, the Executive will not retain, take, remove, or copy any such property of the Company or any materials containing any Confidential Information whatsoever, and the Executive will promptly return all such property and materials to the Company no later than the Executive’s termination date or earlier upon the Company’s request.

c. Exceptions; Notice of Legal Obligation to Disclose. Nothing in this Agreement prohibits the Executive from filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or otherwise cooperating with any governmental agency or from making other disclosures that are protected under the whistleblower provisions of applicable law or regulation. Further, nothing herein prevents the Executive from disclosing Confidential Information if and to the extent required pursuant to any valid subpoena,

court order, or other legal obligation; provided, however, the Executive agrees to provide prompt written notice of any such subpoena, court order, or other legal obligation prior to disclosing any Confidential Information (unless such notice to the Company is prohibited by applicable law), enclosing a copy of the subpoena, court order or other documents describing the legal obligation. In the event that the Company objects to the disclosure of Confidential Information, by way of a motion to quash or otherwise, the Executive agrees to not disclose any Confidential Information while any such objection is pending.

d. Defend Trade Secrets Act Disclaimer. In compliance with the requirements of the Defend Trade Secrets Act, the Executive understands that: (i) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (ii) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (iii) if the Executive files a lawsuit for retaliation by Company for reporting a suspected violation of law, the Executive may disclose trade secrets to the Executive's attorney and use the trade secret information in the court proceeding if the Executive: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

2. Noncompetition and Nonsolicitation Covenants.

a. Agreement Not to Compete. Except for the Executive's direct and indirect ownership of the Company, for a period starting as of the date hereof and ending on such date which is eighteen (18) months after the Executive's Date of Termination (as defined in the Employment Agreement) or, in the event of a Change of Control Termination (as defined in the Employment Agreement), such date which is two (2) years after the Executive's Date of Termination (the "Restricted Period"), the Executive shall not, directly or indirectly, own, invest in, lend money to, acquire or hold any interest in, render services to, act as agent for, or otherwise engage in any business, in the United States or in any other location in which the Company is then doing business, that is competitive with any business conducted by or under active consideration by the Company or its subsidiaries at any time during the period that the Executive is an employee, director or direct or indirect shareholder of the Company or any of its subsidiaries (the "Protected Business"), it being acknowledged by the Executive that the Protected Business includes the design, sale, marketing, or distribution of the Company's and its subsidiaries' products and services. Ownership by the Executive, as a passive investment, of less than two percent (2%) of the outstanding shares of capital stock of any corporation listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of this Section 2(a).

b. Agreement Not to Solicit Employees. The Executive represents and

warrants that the Executive has not, directly or indirectly, solicited for employment for any entity or person (other than for the Company) any current employee, consultant or other independent contractor of the Company. For the Restricted Period, the Executive shall not, directly or indirectly, hire, engage, solicit or attempt to solicit any person who is then an employee, consultant or independent contractor of the Company or any subsidiary of the Company.

c. Agreement Not to Solicit Others. The Executive represents and warrants that the Executive has not, directly or indirectly, solicited any customer, supplier, distributor or other business contact referred to below for the purposes set forth below (other than on behalf of the Company). For the Restricted Period, the Executive shall not, directly or indirectly, in any manner or capacity, including without limitation as a proprietor, principal, agent, partner, officer, director, stockholder, employee, member of any association, consultant or otherwise, (x) solicit or attempt to solicit any person or entity who was a customer of the Company during the last twelve (12) months immediately preceding the date hereof or is a customer of the Company or any subsidiary of the Company during the Restricted Period, for the purposes of selling, marketing or distributing products or services similar to the products or services designed, sold, marketed or distributed by the Company or any of its subsidiaries, and (y) solicit, request, advise or induce any supplier, distributor or other business contact of the Company or any subsidiary to cancel, curtail or otherwise adversely change its relationship with the Company or its subsidiaries as it relates, directly or indirectly, to the Protected Business.

d. Acknowledgment. The Executive hereby acknowledges that the provisions of this Section 2 are reasonable and necessary to protect the legitimate interests of the Company and that any violation of this Section 2 by the Executive may cause substantial and irreparable harm to the Company to such an extent that monetary damages alone would be an inadequate remedy therefor.

e. Assistance is Prohibited. The Executive further agrees that the Executive will not, directly or indirectly, assist or encourage any other person in carrying out, directly or indirectly, any activity that would be prohibited by the above provisions of this Section 2 if such activity were carried out by the Executive, directly or indirectly, or induce any employee, or former employee of the Company to carry out, directly or indirectly, any such activity.

f. Blue Pencil Doctrine. If the duration of, the scope of or any business activity covered by any provision of this Section 2 is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. The Executive hereby acknowledges that this Section 2 shall be given the construction which renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

3. Non-Disparagement. The Executive agrees not to disparage the Company, any of its products, services, or practices, or any of its directors, officers, agents, representatives, partners, members, equity holders, or affiliates, either orally or in writing, at any time; provided, that the Executive may confer in confidence with the Executive's legal representatives and make truthful statements as required by law.

4. Ownership of Inventions.

a. Inventions. Subject to the limitations in Section 4(c) below, the Company will own all rights, title and interest in and to (i) any invention, innovation, manufacturing process, trade secret, design, idea or improvement related, directly or indirectly, to the Company's business, or any part thereof, and (ii) all copyrights, patents, trademarks and trade names which the Executive develops or creates, in whole or in part in the course of the Executive's employment or engagement with the Company (referred to as "Inventions"). Subject to the limitations in Section 4(c) below, the Executive will, and hereby does, assign to the Company, without requirement of further writing and without royalty or any other further consideration, my entire right, title and interest throughout the world in and to all Inventions created, conceived, made, developed, and/or reduced to practice by the Executive in the course of the Executive's employment or engagement with the Company and all intellectual property rights therein. The Executive will promptly tell the Company about and give the Company all information relating to any such Inventions. The Executive acknowledges that all original works of authorship which are made by the Executive (solely or jointly with others) within the scope of the Executive's employment or engagement with the Company and which are eligible for copyright protection are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). The Executive hereby waives, and agrees to waive, any moral rights the Executive may have in any copyrightable work the Executive creates or has created on behalf of the Company. The Executive will make and maintain adequate and current written records of all Inventions covered by this Section 4(a). These records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, notebooks and any other format. These records shall be and remain the property of the Company at all times and shall be made available to the Company at all times.

b. Cooperation. The Executive will cooperate with the Company in obtaining, maintaining and enforcing copyright, patent, trademark or other relevant protections for Inventions covered by Section 4(a), including executing such documents as the Company may request as necessary for such protection.

c. Executive Inventions. The Executive acknowledges that the Company will not own, and the assignment of

Inventions set forth in Section 4(a) above does not apply to, Inventions for which no equipment, supplies, facility, or trade secret information of Company were used and which was developed entirely on the Executive's own time ("Executive Inventions"), unless (i) the Invention relates (a) to the Company's business or (b) to the Company's actual or demonstrably anticipated research or development, or (ii) the Invention results from any work performed by the Executive for the Company. If the Executive believes an Invention qualifies as an Executive Invention, the Executive will provide the Company at the time of creation written evidence to substantiate such belief. If the Executive incorporates any Executive Inventions or portions thereof into any Inventions created or developed for the Company, the Executive hereby grants the Company a perpetual, irrevocable, royalty-free, transferable license to copy, modify, prepare derivative works of, use, perform, and display such Executive Invention solely in connection with the Invention.

5. Enforcement. The Executive hereby specifically acknowledges and agrees that the scope of the restrictions set forth in this Agreement is reasonable and necessary to ensure that the Company receives the value of the Employment Agreement and that violation of this Agreement will harm the Company to such an extent that monetary damages alone would be an inadequate remedy. Therefore, in the event of any violation by the Executive or any Affiliate:

a. the Company (in addition to all other remedies the Company may have) shall be entitled to a temporary restraining order, injunction and other equitable relief (without posting any bond or other security) restraining the violator from committing or continuing such violation, and

b. in the case of any violation of Section 2 hereof, as determined by a final judgment of court of competent jurisdiction, the duration of the non-compete period referred to therein shall be extended beyond its then-scheduled termination date for a period equal to the duration of the violation.

6. Use of Name. Neither the Executive nor any Affiliate shall use the name "GoHealth," any variants thereof, or any confusingly similar name, in any business (other than the Company) in which any of them is associated as shareholder, investor, lender, partner, coventurer, co-marketer, sole proprietor, director, officer, employee, agent, consultant, independent contractor or in any other capacity.

7. No Violation of Other Agreements. The Executive hereby represents and

agrees that neither (a) the Executive's entering into this Agreement nor (b) the Executive's carrying out the provisions of this Agreement, will violate any other agreement (oral, written or other) to which the Executive is a party or by which the Executive is bound.

8. At-Will Employment; No Contract of Employment. Nothing herein shall be deemed to create a contract of employment for any term. The Executive acknowledges and agrees that the Executive's employment with the Company is and shall remain at all times at will, unless otherwise specified by the Employment Agreement.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Executive, the Company and their respective heirs, personal representatives, successors and assigns (including without limitation any assignee of substantially all of the assets of the Company); provided, however, that this Agreement may not be assigned by the Executive.

10. Complete Agreement. This Agreement contains the complete agreement between the parties hereto with respect to the matters covered herein, and supersedes all prior agreements and understandings between the parties hereto with respect to such matters. This Agreement may be amended, terminated or superseded only by an agreement in writing executed by both parties hereto.

11. Partial Invalidity. If any covenant or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by reason of any rule of law or of any public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. No Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

13. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which shall constitute but one instrument.

14. Headings. The headings contained in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.

15. Notices. All notices, requests, demands and other communications provided for in this Agreement shall be in writing delivered personally or sent by registered or certified mail, postage prepaid, as follows:

If to the Company: GoHealth Holdings, LLC
214 West Huron Street
Chicago, IL 60654

With a copy to: Centerbridge Partners, L.P.
375 Park Ave., 11th Floor
New York, NY 10152

If to the Executive: To the address set forth on the Executive's signature page of the Employment Agreement

16. Governing Law and Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule, whether of the State of Delaware or any other jurisdiction, that would cause the application of laws of any jurisdiction other than the State of Delaware. In the event that a party must enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs associated therewith, including all reasonable attorneys' and court fees.

17. Action of Affiliates. The Executive shall cause his Affiliates not to take any action that is prohibited to be taken by such Affiliates under the terms of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GOHEALTH, INC.

By: /s/ Brian Farley
Name: Brian Farley
Its: Chief Legal Officer & Corporate Secretary

GOHEALTH HOLDINGS, LLC

By: /s/ Brian Farley
Name: Brian Farley
Its: Chief Legal Officer & Corporate Secretary

EXECUTIVE

/s/ Jason Schulz
Jason Schulz

Amended and Restated Employment Agreement

This Amended and Restated Employment Agreement (the “Agreement”), entered into as of June 3, 2022, is made by and between Clinton Jones (the “Executive”), GoHealth, Inc., a Delaware corporation (“GoHealth”), and GoHealth Holdings, LLC, a Delaware limited liability company (the “Partnership” and, together with GoHealth and any of the Affiliates of GoHealth and the Partnership as may employ the Executive from time to time, and any successor(s) thereto, the “Company”).

RECITALS

WHEREAS, the Executive currently serves as Chief Executive Officer of the Company and Co-Chairperson of the Board of Directors of the Company (the “Board”) pursuant to that certain Employment Agreement with the Company dated July 6, 2020 (the “Prior Agreement”);

WHEREAS, effective as of June 6, 2022 (the “Effective Date”), the Executive shall resign from his role as Chief Executive Officer;

WHEREAS, the Company desires to assure itself of the continued services of the Executive following his resignation as Chief Executive Officer by engaging the Executive to perform services under the terms of this Agreement, which shall supersede the Prior Agreement as of the Effective Date; and

WHEREAS, the Executive desires to provide services to the Company on the terms herein provided.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the respective covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, effective as of the Effective Date, as follows:

1. Certain Definitions

(a) “Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person where “control” shall have the meaning given such term under Rule 405 of the Securities Act of 1933, as amended from time to time.

(b) “Agreement” shall have the meaning set forth in the preamble hereto.

(c) “Annual Base Salary” shall have the meaning set forth in Section 3(a).

(d) “Award Agreement” shall have the meaning set forth in Section 3(b)(iv).

(e) “Board” shall have the meaning set forth in the recitals hereto.

(f) The Company shall have “Cause” to terminate the Executive’s employment

hereunder upon: (i)(A) the willful failure or refusal of the Executive to perform material responsibilities set forth herein (including Executive’s failure to devote time and attention to his duties hereunder or failure to regularly attend Board or office meetings); (B) the Executive’s willful failure to carry out, or comply with, in any material respect any lawful directive of the Board; (C) dishonesty by the Executive to the Board with respect to any material matter; (D) misappropriation of funds or property of the Company or any of its Affiliates by the Executive other than the occasional, customary and *de minimis* use of Company property for personal purposes; or (E) a breach by the Executive of this Agreement or other agreement with the Company (including, without limitation, the Restrictive Covenants Agreement); provided, in the case of each of clause (i)(A)-(E), if the Board (excluding any Board member as to whom Cause is alleged to have occurred) determines reasonably and in good faith that such act can reasonably be cured, that the Company has provided 30 days’ prior written notice to the Executive of such conduct and the Executive has failed to cure such conduct within such 30 day period in the manner identified by the Board; (ii) the arrest or charging of the Executive for (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, and which is materially detrimental to the Company and its Affiliates (including material reputational harm); or (iii) the Executive’s engagement in on-the-job conduct that consists either of gross misconduct or a material violation of the Company or any of its Affiliates’ written code of ethics or Company policies, and which is materially detrimental to the Company and its Affiliates (including material reputational harm).

(g) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(h) “Company” shall have the meaning set forth in the preamble hereto.

(i) “Date of Termination” shall mean (i) if the Executive’s employment is terminated due to the Executive’s death, the date of the Executive’s death; (ii) if the Executive’s employment is terminated due to the Executive’s Disability, the date determined pursuant to Section 4(a)(ii); or (iii) if the Executive’s employment is terminated pursuant to Section 4(a)

(iii)(v) either the date indicated in the Notice of Termination or the date specified by the Company pursuant to Section 4(b), whichever is earlier.

(j) “Disability” shall mean the Executive’s inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

(k) “Effective Date” shall have the meaning set forth in the recitals hereto.

(l) “Executive” shall have the meaning set forth in the preamble hereto.

(m) “Initial SAR Award” shall have the meaning set forth in Section 3(b)(i)(A).

(n) “Notice of Termination” shall have the meaning set forth in Section 4(b).

(o) “Person” shall mean any individual, natural person, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization or other entity of any nature.

(p) “Plan” shall have the meaning set forth in Section 3(b)(i).

(q) “Prior Agreement” shall have the meaning set forth in the recitals hereto.

(r) “Pro-Rated Bonus Amount” shall have the meaning set forth in Section 5(b)(ii).

(s) “Profits Unit Agreement” shall mean the Executive Common Unit and Profits Unit Agreement by and between the Partnership, Blizzard Management Feeder, LLC, and the Executive dated October 3, 2019 and amended July 6, 2020.

(t) “Release” shall have the meaning set forth in Section 5(b).

(u) “Release Expiration Date” shall have the meaning set forth in Section 21(c).

(v) “Restrictive Covenant Agreement” shall have the meaning set forth in Section 6.

(w) “SAR Award” shall have the meaning set forth in Section 3(b)(i)(B).

(x) “Section 409A” shall mean Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date.

(y) “Severance Period” shall have the meaning set forth in Section 5(b).

(z) “Subsequent SAR Award” shall have the meaning set forth in Section 3(b)(i)(B).

(aa) “Term” shall have the meaning set forth in Section 2(b).

(bb) “Transition Date” shall mean December 31, 2022.

2. Employment

(a) In General. Effective as of the Effective Date, the Company shall employ the Executive under this Agreement and the Executive shall remain in the employ of the Company under this Agreement, for the period set forth in Section 2(b), in the position set forth in Section 2(c), and upon the other terms and conditions herein provided.

(b) Term of Employment. The term of employment under this Agreement (the “Term”) shall be for the period beginning on the Effective Date and ending on the Transition Date, unless earlier terminated as provided in Section 4 or extended by a majority of the Board. For the avoidance of doubt, the termination of the Executive’s employment on the Transition Date shall constitute a termination without Cause under Section 4(a)(iv).

(c) Position and Duties.

(i) Effective as of the Effective Date, the Executive shall resign from his role as Chief Executive Officer of the Company pursuant to the resignation letter attached hereto as Exhibit A (the “Resignation Letter”). Following his resignation as Chief Executive Officer of the Company and during the Term, the Executive shall be employed as Executive Chairman of the Company, with responsibilities, duties and authority customary for such position, subject to direction by the Board, and shall report directly to the Board. For the avoidance of doubt, the termination of Executive’s role as Chief Executive Officer of the Company on the Effective Date shall not constitute grounds for a

termination by the Executive for Good Reason (as defined under the Prior Agreement) and shall not entitle the Executive to any payments under Section 5(b).

(ii) Effective as of immediately following the Transition Date, the Executive shall no longer be employed by the Company, but shall continue to serve as Chairperson of the Board. For the avoidance of doubt, following the Transition Date, the Company shall not be obligated to continue to cause the Executive to be appointed to the Board or as Chairperson of the Board; provided, that the Company shall continue to comply with its obligations under that certain Stockholders Agreement of the Company, as may be amended from time to time.

(iii) At all times during the Term, the Executive (A) shall devote substantially all the Executive's working time and efforts to the business and affairs of the Company and its Affiliates; and (B) agrees to observe and comply with the Company's rules and policies as adopted by the Company from time to time. The parties acknowledge and agree that Executive's duties, responsibilities and authority may include services for one or more Affiliates of the Company.

3. Compensation and Related Matters

(a) Annual Base Salary. During the Term, the Executive shall receive a base salary at a rate of \$500,000 per annum, pro-rated for partial years of service, which shall be paid in accordance with the customary payroll practices of the Company (the "Annual Base Salary").

(b) Incentive Award.

(i) The Executive shall receive the following incentive awards:

(A) On, or as soon as reasonably practicable following, the Effective Date, the Company shall grant to the Executive a stock appreciation right award (the "Initial SAR Award") to be settled in cash under the Company's 2020 Incentive Award Plan (the "Plan") with an aggregate grant date value equal to \$1,500,000; and

(B) On, or as soon as reasonably practicable following, June 1, 2023, the Company shall grant to the Executive a stock appreciation right award (the "Subsequent SAR Award" and, together with the Initial SAR Award, the "SAR Awards") with an aggregate grant date value equal to \$1,500,000.

(ii) Each SAR Award shall have an exercise price per share equal to the Fair Market Value (as defined in the Plan) of the Company's common stock on the grant date, and shall have such other terms and conditions as are applicable to stock appreciation rights under the Plan. The number of shares of Company common stock subject to each SAR Award will be determined by dividing the aggregate grant date value by the per share Black-Scholes

valuation as of the grant date, utilizing the same assumptions that the Company uses in the preparation of its financial statements.

(iii) Each SAR Award shall vest in full on the third anniversary of the grant date (irrespective of whether the Executive remains employed by the Company or serving on the Board on such date) and shall be settled in cash upon exercise; provided, however, that in the event the Executive's employment or Board service is terminated by the Company for Cause, any unvested or unexercised portion of the SAR Awards as of the date of such termination shall be immediately forfeited for no consideration (and, for the avoidance of doubt, to the extent the Subsequent SAR Award has not yet been granted as of the date of such termination, the Subsequent SAR Award shall not be granted).

(iv) The terms and conditions of the SAR Awards shall be set forth in award agreements in a form prescribed by the Company, to be entered into by the Company and the Executive (each, an "Award Agreement"). Except as otherwise specifically provided in this Agreement, the SAR Awards shall be governed in all respects by the terms of and conditions of the Plan and the applicable Award Agreement.

(c) Benefits. During the Term, the Executive shall be eligible to participate in employee benefit plans, programs and arrangements of the Company in accordance with their terms, as in effect from time to time, and as are generally provided by the Company to its senior executive officers; provided, that the Executive will not be provided with an office or other permanent work location following the Effective Date.

(d) Business Expenses. During the Term, the Company shall reimburse the Executive for all reasonable, documented, out-of-pocket travel and other business expenses incurred by the Executive in the performance of the Executive's duties to the Company in accordance with the Company's applicable expense reimbursement policies and procedures. For the avoidance of doubt, effective as of the Effective Date, the Executive shall no longer receive the benefit of the Executive's Airplane Reimbursement Arrangement (as defined in the Profits Unit Agreement).

(e) Indemnification. During the Term and for so long thereafter as liability exists with regard to the Executive's activities during the Term on behalf of the Company, the Company shall defend and indemnify the Executive (other than in connection with the Executive's gross negligence or willful misconduct) in accordance with the Company's customary indemnification policies and procedures which are applicable to the Company's officers and directors.

(f) Chairman Compensation. Following the Transition Date, for so long as the Executive remains a member of the Board, in addition to any continued vesting provided under Section 3(b)(iii) and any severance to which the Executive may be entitled under Section 5(b), the Executive shall receive the following compensation for his continued service on the Board:

(i) Notwithstanding anything to the contrary in the Company's NonEmployee Director Compensation Policy (the "Compensation Policy"), during the period beginning on the Transition Date and ending on May 31, 2024, the Executive shall receive only an annual retainer of \$500,000, which shall be earned on a quarterly basis based on a calendar quarter and shall be paid by the Company in arrears not later than the fifteenth day following the end of each calendar quarter, pro-rated for partial calendar quarters of service based on the number of days the Executive serves as a director in such calendar quarter and the total number of days in such calendar quarter; and

(ii) On and after June 1, 2024, the Executive shall receive only the compensation and benefits provided to a non-employee director of the Company under the Compensation Policy.

For the avoidance of doubt, the termination of the Executive's employment on the Transition Date shall not constitute a "Termination of Service" under the Plan and the Executive shall continue to vest in any outstanding awards held by the Executive under the Plan in accordance with their terms for so long as the Executive remains a member of the Board (other than the SAR Awards, which, in any event, shall continue to vest in accordance with their terms pursuant to Section 3(b)(iii)).

For the further avoidance of doubt, by executing this Agreement, the Executive acknowledges and agrees that the compensation the Executive will receive for any service as a member of the Board for the period beginning on the Transition Date and ending on December 31, 2023 under Section 3(f)(i) is in lieu of any compensation or benefits the Executive would otherwise be entitled to receive under the Compensation Policy and the Executive hereby declines to receive any compensation or benefits under the Compensation Policy during such period.

4. Termination. The Executive's employment hereunder may be terminated by the Company or the Executive, as applicable, without any breach of this Agreement only under the following circumstances:

(a) Circumstances

(i) Death. The Executive's employment hereunder shall terminate upon the Executive's death.

(ii) Disability. If the Executive incurs a Disability, the Company may give the Executive written notice of its intention to terminate the Executive's employment. In that event, the Executive's employment with the Company shall terminate, effective on the later of the thirtieth (30th) day after receipt of such notice by the Executive or the date specified in such notice; provided that within the thirty (30) day period following receipt of such notice, the Executive shall not have returned to full-time performance of the Executive's duties hereunder.

(iii) Termination for Cause. The Company may terminate the Executive's employment for Cause.

(iv) Termination without Cause. The Company may terminate the Executive's employment without Cause.

(v) Resignation for Any Reason. The Executive may resign from the Executive's employment for any reason.

(vi) Occurrence of the Transition Date. Unless earlier terminated in accordance with this Section 4, the Executive's employment shall terminate automatically upon the Transition Date.

(b) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive under this Section 4 (other than a termination pursuant to Section 4(a)(i) above) shall be communicated by a written notice to the other party hereto (a "Notice of Termination"): (i) indicating the specific termination provision in this Agreement relied upon, and (ii) specifying a Date of Termination which, if submitted by the Executive, shall be at least thirty (30) days following the date of such notice; provided, however, that a Notice of Termination delivered by the Company pursuant to Section 4(a)(ii) shall not be required to specify a Date of Termination, in which case the Date of Termination shall be determined pursuant to Section 4(a)(ii); and provided, further, that in the event that the Executive delivers a Notice of Termination to the Company, the Company may, in its sole discretion, accelerate the Date of Termination to any date that occurs following the date of Company's receipt of such Notice of Termination (even if such date is prior to the date specified in such Notice of Termination). A Notice of Termination submitted by the Company (other than a Notice of Termination under Section 4(a)(ii)) may provide for a Date of Termination on the date the Executive receives the Notice of Termination, or any date thereafter elected by the Company in its sole discretion. The failure by the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause shall not preclude the Company from asserting such fact or circumstance in enforcing the Company's rights hereunder in connection with such Termination for Cause. Notwithstanding the foregoing, a termination pursuant to Section 4(a)(iii) shall be deemed to occur if following Executive's termination of employment for any reason the Company determines that circumstances existing prior to such termination would have entitled the Company to terminate Executive's employment pursuant to Section 4(a)(iii) (disregarding any applicable cure period).

5. Company Obligations Upon Termination of Employment

(a) In General. Upon a termination of the Executive's employment for any reason, the Executive (or the Executive's estate) shall be entitled to receive: (i) any portion of the Executive's Annual Base Salary through the Date of Termination not theretofore paid, (ii) any expenses owed to the Executive under Section 3(d), (iii) any accrued but unused vacation pay owed to the Executive in accordance with applicable law, and (iv) any amount arising from the Executive's participation in, or benefits under, any employee benefit plans, programs or

arrangements under Section 3(c), which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements. Except as otherwise set forth in Section 5(b) below, the payments and benefits described in this Section 5(a) shall be the only payments and benefits payable in the event of the Executive's termination of employment for any reason.

(b) Severance Payments. In the event of the Executive's termination of employment by the Company without Cause pursuant to Section 4(a)(iv) or as a result of the occurrence of the Transition Date pursuant to Section 4(a)(vi), in addition to the payments and benefits described in Section 5(a) above, the Company shall, subject to Section 21 and Section 5(c) and subject to Executive's execution and non-revocation of a waiver and release of claims agreement in the Company's customary form (a "Release"), as of the Release Expiration Date, in accordance with Section 21(c):

(i) Continue to pay Executive's Annual Base Salary as in effect pursuant to the Prior Agreement immediately prior to the Effective Date (i.e., \$325,000 per annum) during the period beginning on the Date of Termination and ending on the two (2) year anniversary of the Date of Termination (the "Severance Period") in accordance with the Company's regular payroll practice as of the Date of Termination;

(ii) Pay (A) any annual cash bonus for any completed fiscal year as of the Date of Termination that has not yet been paid as of the Date of Termination, if any, and (B) the product of (I) two (2), *multiplied by* (II) a pro-rated portion of the annual cash bonus for the year in which the Date of Termination occurs, with such proration being based on the number of full months for which the Executive was employed during such year prior to the Date of Termination, in each case with the applicable annual cash bonus paid, to the extent earned, on, or at such date as is determined by the Board within 120 days following, the last day of the fiscal year with respect to which such annual cash bonus relates (the "Pro-Rated Bonus Amount"); provided, that, in the event the Executive becomes entitled to payments under this Section 5(b) on or after the Effective Date, the Pro-Rated Bonus Amount shall be calculated assuming the Executive is entitled to an annual cash bonus targeted at \$175,000, even though, for the avoidance of doubt, the Executive will not receive any such annual cash bonus even if the Executive remains employed through the date of payment; and

(iii) If the Executive elects to continue coverage under the Company's group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), continue coverage for the Executive and any eligible dependents under the Company group health benefit plans in which the Executive and any dependents were entitled to participate immediately prior to the Date of Termination ("COBRA Coverage"). In the event the Executive elects such COBRA Coverage, the Executive shall pay to the COBRA Coverage administrator, on an after-tax basis, a monthly amount equal to the full premium cost of the COBRA Coverage and, provided the Executive timely submits to the Company evidence of such payments, the Company will reimburse Executive monthly for (x) the full premium cost of the COBRA Coverage and

(y) an additional payment to cover estimated applicable federal, state and local income and payroll taxes imposed on the Executive in connection with the receipt of such reimbursements (the “COBRA Reimbursements”). The COBRA health continuation period under Section 4980B of the Code (the “Continuation Period”) shall run concurrently with the period of continued coverage pursuant to this Section 5(b)(ii) and payment of the COBRA Reimbursements by the Company shall continue until the end of the Continuation Period; provided, however, that in the event the Executive obtains other employment that offers group health benefits, such continuation of COBRA coverage by the Company under this Section 5(b)(ii) shall immediately cease.

For the avoidance of doubt, the Executive shall also be entitled to acceleration in full of all unvested Service Units (as defined in the Profits Unit Agreement) in accordance with the terms of the Profits Unit Agreement.

(c) Breach of Restrictive Covenant Agreement. Notwithstanding any other provision of this Agreement, no payment shall be made or benefit provided pursuant to Section 5(b) following the date Executive first violates the Restrictive Covenant Agreement and, in the event of such a violation, Executive shall repay to the Company any benefit provided pursuant to Section 5(b) within ninety (90) days of such violation.

(d) Complete Severance. The provisions of this Section 5 shall supersede in their entirety any severance payment or benefit obligations to the Executive pursuant to the provisions in any severance plan, policy, program or other arrangement maintained by the Company.

6. Restrictive Covenant Agreement. The Executive acknowledges that Executive previously entered into that certain Restrictive Covenants Agreement with the Company dated July 6, 2020 (the “Restrictive Covenant Agreement”) and that the Executive shall continue to be bound by the terms and conditions of the Restrictive Covenant Agreement.

7. Injunctive Relief. The Executive recognizes and acknowledges that a breach of the covenants contained in the Restrictive Covenant Agreement will cause irreparable damage to the Company and its goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Executive agrees that, in the event of a breach of any of the covenants contained in the Restrictive Covenant Agreement, in addition to any other remedy which may be available at law or in equity, the Company will be entitled to specific performance and injunctive relief.

8. Assignment and Successors. The Company may assign its rights and obligations under this Agreement to any entity, including any successor to all or substantially all the assets of the Company, by merger or otherwise, and may assign or encumber this Agreement and its rights hereunder as security for indebtedness of the Company and its Affiliates. The Executive may not assign the Executive’s rights or obligations under this Agreement to any individual or entity. This Agreement shall be binding upon and inure to the benefit of the Company, the Executive and their

respective successors, assigns, personnel and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable.

9. Governing Law; Venue. This Agreement shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Delaware, without giving effect to any principles of conflicts of law, whether of the State of Delaware or any other jurisdiction, and where applicable, the laws of the United States, that would result in the application of the laws of any other jurisdiction. Each of the parties hereto agrees that any legal action or proceeding with respect to this Agreement shall be brought exclusively in the Chancery Court of New Castle County, Delaware or the federal courts of the United States of America for the District of Delaware, unless the parties to any such action or dispute mutually agree to waive this provision. By execution and delivery of this Agreement, each of the parties hereto irrevocably consents to service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, or by recognized express carrier or delivery service, to the applicable party at his, her or its address referred to herein. Each of the parties hereto irrevocably waives any objection which he, she or it may now or hereafter have to the laying of venue of any of the aforementioned actions or proceedings arising out of or in connection with this Agreement, or any related agreement, certificate or instrument referred to above, brought in the courts referred to above and hereby further irrevocably waives and agrees, to the fullest extent permitted by applicable law, not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in any inconvenient forum. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law.

10. Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Notices. Any notice, request, claim, demand, document and other communication hereunder to any party hereto shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by telex, telecopy, or certified or registered mail, postage prepaid, to the following address (or at any other address as any party hereto shall have specified by notice in writing to the other party hereto):

(a) If to the Company:

GoHealth Holdings, LLC 214
West Huron Street
Chicago, Illinois 60654
Attention: Chief Legal Officer or General Counsel

Copy to:

Latham & Watkins LLP
1271 Avenue of the Americas

New York, New York 10020
Attn: Bradd L. Williamson
Facsimile: (212) 751-4864

(b) If to the Executive, at the address set forth on the signature page hereto.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

13. Entire Agreement. The terms of this Agreement (together with any other agreements and instruments contemplated hereby or referred to herein, including, without limitation, the Restrictive Covenant Agreement and the Resignation Letter attached hereto as Exhibit A) is intended by the parties hereto to be the final expression of their agreement with respect to the employment of the Executive by the Company and may not be contradicted by evidence of any prior or contemporaneous agreement (including, without limitation, the Prior Agreement). The parties hereto further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

14. Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by the Executive and a duly authorized officer of GoHealth and approved by the Board, which expressly identifies the amended provision of this Agreement. By an instrument in writing similarly executed and approved by the Board, the Executive or a duly authorized officer of GoHealth may waive compliance by the other party or parties hereto with any provision of this Agreement that such other party was or is obligated to comply with or perform; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure to comply or perform. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

15. No Inconsistent Actions. The parties hereto shall not voluntarily undertake or fail to undertake any action or course of action inconsistent with the provisions or essential intent of this Agreement. Furthermore, it is the intent of the parties hereto to act in a fair and reasonable manner with respect to the interpretation and application of the provisions of this Agreement.

16. Construction. This Agreement shall be deemed drafted equally by both of the parties hereto. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party hereto shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (a) the plural includes the singular and the singular includes the plural; (b) “and” and “or” are each used both conjunctively and disjunctively; (c) “any,” “all,” “each,” or “every” means “any and all,” and “each and every”; (d)

”includes” and “including” are each “without limitation”; (e) “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (f) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Persons referred to may require.

17. Enforcement. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

18. Withholding. The Company and its Affiliates shall be entitled to withhold from any amounts payable under this Agreement, any federal, state, local or foreign withholding or other taxes or charges which the Company or any of its Affiliates is required to withhold. The Company and its Affiliates shall be entitled to rely on an opinion of counsel if any questions as to the amount or requirement of withholding shall arise.

19. Absence of Conflicts; Executive Acknowledgement; Confidentiality. The Executive hereby represents that from and after the Effective Date the performance of the Executive’s duties hereunder will not breach any other agreement to which the Executive is a party. The Executive acknowledges that the Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company or any of its Affiliates other than those contained in writing herein, and has entered into this Agreement freely based on the Executive’s own judgment. The Executive agrees not to disclose the terms or existence of this Agreement to any Person unless the Company agrees to such disclosure in advance and in writing; provided that the Executive may, without such permission, make such disclosures as are required by applicable law, including disclosures to taxing agencies, and disclose the terms of this Agreement to the Executive’s attorney(s), accountant(s), tax advisor(s), and other professional service provider(s), and to members of the Executive’s immediate family, as reasonably necessary; provided, further, that the Executive instructs such Person(s) that the terms of this Agreement are strictly confidential and are not to be revealed to anyone else except as required by applicable law.

20. Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued prior to such expiration or termination (including, without limitation, pursuant to the provisions of the Restrictive Covenant Agreement attached hereto as Exhibit A).

21. Section 409A.

(a) General. The parties hereto acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable hereunder will be immediately taxable to Executive under Section 409A, the Company reserves the right (without any obligation to do so or to indemnify Executive for failure to do so) to (i) adopt such amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company determines to be necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Company and/or (ii) take such other actions as the Company determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes thereunder. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from Executive or any other individual to the Company or any of its Affiliates, employees or agents.

(b) Separation from Service under Section 409A. Notwithstanding any provision to the contrary in this Agreement: (i) no amount shall be payable pursuant to Section 5(b) unless the termination of Executive's employment constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations; (ii) for purposes of Section 409A, Executive's right to receive installment payments pursuant to Section 5(b) shall be treated as a right to receive a series of separate and distinct payments; and (iii) to the extent that any reimbursement of expenses or in-kind benefits constitutes "deferred compensation" under Section 409A, such reimbursement or benefit shall be provided no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year. Notwithstanding any provision to the contrary in this Agreement, if the Executive is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the termination benefits to which the Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of the Executive's termination benefits shall not be provided to the Executive prior to the earlier of (x) the expiration of the six-month period measured from the date of the Executive's "separation from service" with the Company (as such term is defined in the Treasury Regulations issued under Section 409A of the Code) or (y) the date of the Executive's death; upon the earlier of such dates, all payments deferred pursuant to this sentence shall be paid in a lump sum to the Executive, and any remaining payments due under the Agreement shall be paid as otherwise provided herein.

(c) Release. Notwithstanding anything to the contrary in this Agreement, to the extent that any payments of "nonqualified deferred compensation" (within the meaning of Section 409A) due under this Agreement as a result of Executive's termination of employment are subject to

Executive's execution and delivery of a Release, (i) the Release shall be reasonable and drafted in good faith (ii) the Company shall deliver the Release to Executive within ten (10) business days following the Date of Termination, and the Company's failure to deliver a Release prior to the expiration of such ten (10) business day period shall constitute a waiver of any requirement to execute a Release, (iii) if Executive fails to execute the Release on or prior to the Release Expiration Date (as defined below) or timely revokes his acceptance of the Release thereafter, Executive shall not be entitled to any payments or benefits otherwise conditioned on the Release, and (iv) in any case where the Date of Termination and the Release Expiration Date fall in two separate taxable years, any payments required to be made to Executive that are conditioned on the Release and are treated as nonqualified deferred compensation for purposes of Section 409A shall be made in the later taxable year. For purposes of this Section 21(c), "Release Expiration Date" shall mean the date that is twenty-one (21) days following the date upon which the Company timely delivers the Release to Executive, or, in the event that Executive's termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date. To the extent that any payments of nonqualified deferred compensation (within the meaning of Section 409A) due under this Agreement as a result of Executive's termination of employment are delayed pursuant to Section 5(b) and this Section 21(c), such amounts shall be paid in a lump sum on the first payroll date following the date that Executive executes and does not revoke the Release (and the applicable revocation period has expired) or, in the case of any payments subject to Section 21(c)(iv), on the first payroll period to occur in the subsequent taxable year, if later.

22. Compensation Recovery Policy. The Executive acknowledges and agrees that, to the extent the Company adopts any clawback or similar policy pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act or otherwise, and any rules and regulations promulgated thereunder, he shall take all action necessary or appropriate to comply with such policy (including, without limitation, entering into any further agreements, amendments or policies necessary or appropriate to implement and/or enforce such policy).

23. Whistleblower Protection and Trade Secrets. Notwithstanding anything to the contrary contained herein, nothing in this Agreement prohibits Executive from reporting possible violations of federal law or regulation to any United States governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation (including the right to receive an award for information provided to any such government agencies). Furthermore, in accordance with 18 U.S.C. § 1833, notwithstanding anything to the contrary in this Agreement: (a) Executive shall not be in breach of this Agreement, and shall not be held criminally or civilly liable under any federal or state trade secret law (i) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (b) if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney, and

may use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

[Signature pages follow]

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

GOHEALTH

GOHEALTH, INC.

By: /s/ Brian Farley

Name: Brian Farley

Title: Chief Legal Officer & Corporate Secretary

PARTNERSHIP

GOHEALTH HOLDINGS, LLC

By: /s/ Brian Farley

Name: Brian Farley

Title: Chief Legal Officer & Corporate Secretary

EXECUTIVE

By: /s/ Clint Jones

Name: Clinton Jones

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EXHIBIT A
Resignation Letter

June 3, 2022

GoHealth, Inc.

Attn: Brandon Cruz, Co-Chairman of the Board

Re: Resignation as Chief Executive Officer

Mr. Cruz:

Effective, June 6, 2022 (the "Resignation Date"), I hereby resign as Chief Executive Officer of GoHealth, Inc. (the "Company") and its subsidiaries and affiliates. Effective upon the Resignation Date, I will continue working for the Company as its Executive Chairman and Co-Chair of the Board of Directors of the Company and will continue to be an employee and director of the Company.

Sincerely,

/s/ Clint Jones

Clinton Jones

June 3, 2022

Brandon Cruz
[Via email]

Re: Separation from Employment

Dear Brandon:

As we have discussed, this letter (this "**Letter**") confirms that your employment with GoHealth, Inc. ("**GoHealth**") and GoHealth Holdings, LLC (the "**Partnership**" and, together with GoHealth and any of the affiliates of GoHealth and the Partnership for which you provide or have provided services from time to time and any successor(s) thereto (and for the avoidance of doubt, not including NVX Inc.), the "**Company**"), which is currently governed by that certain Amended & Restated Employment Agreement by and among you, GoHealth, the Partnership and Norvax, LLC dated July 6, 2020 (the "**Employment Agreement**"), will terminate effective as of June 6, 2022 (the "**Separation Date**"). Following the Separation Date, you will continue to serve as non-executive Chair of GoHealth's board of directors (the "**Board**") pursuant to the terms of this Letter. All capitalized terms not defined herein shall have the meanings assigned in the Employment Agreement.

1. Separation Date Payments. In connection with your separation, on the Separation Date, we will pay you (i) all earned, unpaid salary that you would have been paid through the Separation Date, (ii) any expenses owed to you under Section 3(d) of the Employment Agreement, (iii) any accrued but unused vacation pay owed to you pursuant to applicable law, and (iv) any amount arising from your participation in, or benefits under, any employee benefit plans, programs or arrangements under Section 3(c) of the Employment Agreement, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements.

2. Severance. Subject to your execution, delivery and non-revocation of the general release of claims attached hereto as Exhibit A (the "**Release**") in accordance with its terms and Section 4 hereof, the Company will pay or provide to you the following (such payments and benefits, collectively, the "**Severance**"), in each case subject to and in compliance with Section 6 hereof:

a. An amount equal to the sum of (i) continued payment of your Annual Base Salary (at a rate of \$325,000 per annum) and (ii) \$350,000 (which amount is equal to 200% of your target Annual Bonus), in each case paid out over the period beginning on June 6, 2022 and ending on April 16, 2024 in accordance with the Company's regular payroll practice as of the Separation Date ("**Employment Term Salary and Bonus Continuation**");

b. Continued payment of your Annual Base Salary (at a rate of \$325,000 per annum) during the period beginning on the Separation Date and ending on the two-year anniversary of the Separation Date in accordance with the Company's regular payroll practice as of the Separation Date (such period, the "**Severance Period**," and such payment, the "**Severance Period Salary Continuation**") (and, for the avoidance of doubt, the Severance Period shall run concurrently with the payment period for the Employment Term Salary and Bonus Continuation and, accordingly, you will be entitled to receive both Severance Period Salary Continuation payments and Employment Term Salary and Bonus Continuation payments for the period beginning on the Separation Date and ending on April 16, 2024);

c. Payment of (i) your Annual Bonus for any completed fiscal year as of the Separation Date that has not yet been paid as of the Separation Date, if any, and (ii) the product of

(A) two (2), *multiplied by* (B) a pro-rated portion of your Annual Bonus for 2022, with such proration being based on the number of full months for which you were employed during 2022 to the Separation Date, in each case with the applicable Annual Bonus paid, to the extent earned, on, or at such date as is determined by the Board within 120 days following, the last day of the fiscal year with respect to which such Annual Bonus relates;

d. If you elect to continue coverage under the Company's group health plan in accordance with COBRA, continued coverage for you and any eligible dependents under the Company group health benefit plans in which you and any dependents were entitled to participate immediately prior to the Separation Date ("**COBRA Coverage**"). In the event you elect such COBRA Coverage, you shall pay to the COBRA Coverage administrator, on an after-tax basis, a monthly amount equal to the full premium cost of the COBRA Coverage and, provided you timely submit to the Company evidence of such payments, the Company will reimburse you monthly for (x) the full premium cost of the COBRA Coverage and (y) an additional payment to cover estimated applicable federal, state and local income and payroll taxes imposed on you in connection with the receipt of such reimbursements (the "**COBRA Reimbursements**"). The COBRA health continuation period under Section 4980B of the Code (the "**Continuation Period**") shall run concurrently with the period of continued coverage pursuant to this Letter and payment of the COBRA Reimbursements by the Company shall continue until the end of the Continuation Period, which shall continue up to the earlier of the last date on which you and any eligible dependents are eligible for COBRA Coverage or the date you obtain other employment that offers group health benefits, at which time such continuation of COBRA Coverage by the Company under this Letter shall immediately cease; and

e. An amount equal to the product of (i) six (6), *multiplied by* (ii) the initial monthly COBRA Reimbursement amount, paid as a cash lump sum within sixty (60) days of the Separation Date. Such amount is not subject to any cancellation or reduction related to your obtaining other employment that offers group health benefits.

For the avoidance of doubt, all unvested Service Units (as defined in the Profits Unit Agreement) shall accelerate in full on the Separation Date. Furthermore, for the avoidance of doubt, notwithstanding anything to the contrary herein or in any other agreement, the Company, Blizzard Parent, LLC (and its successors in interest), and Blizzard Aggregator, LLC (and its affiliates) forever waive, and shall not otherwise exercise, any right to repurchase the Profits Units (as defined in the Profits Unit Agreement) granted to Brandon Cruz, including but not limited to such repurchase rights set forth in Article V of the Blizzard Parent, LLC Profits Unit Plan, dated September 13, 2019, as amended; provided, however, that such waiver and promise not to otherwise exercise such rights shall not apply or prevent such exercise of rights if you breach any restrictive covenant set forth in any agreement to which you and the Company or an affiliate of the Company are or hereafter become parties.

For purposes of Section 409A (as defined below), (i) your right to receive installment payments pursuant to this Section 2 shall be treated as a right to receive a series of separate and distinct payments, (ii) to the extent that any reimbursement of expenses or in-kind benefits constitutes "deferred compensation" under Section 409A, such reimbursement or benefit shall be provided no later than December 31 of the year following the year in which the expense was incurred, (iii) the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and (iv) the amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year.

3. Director Compensation. Following the Separation Date, you will continue to serve as a non-executive member and Co-Chair of the Board in accordance with and subject to reelection under the

GoHealth Stockholders Agreement. For so long as you serve as a member of the Board you shall be compensated for such service as follows (all of which compensation shall be in addition to any Severance provided under Section 2 of this Letter):

a. Notwithstanding anything to the contrary in the GoHealth, Inc. Non-Employee Director Compensation Policy ("**Compensation Policy**"), subject to your execution, delivery and non-revocation of a Release in accordance with its terms and Section 4 hereof:

i. For your Board service during the period beginning on the Separation Date and ending on May 31, 2024, you will be paid an annual retainer of \$500,000, which shall be earned on a quarterly basis based on a calendar quarter and shall be paid by the Company in arrears not later than the fifteenth day following the end of each calendar quarter, prorated for partial calendar quarters of service based on the number of days you serve as a member of the Board in such calendar quarter and the total number of days in such calendar quarter;

ii. You will receive the following incentive awards:

1. On, or as soon as reasonably practicable following, the Separation Date, the Company shall grant to you a stock appreciation right award (the "**Initial SAR Award**") to be settled in cash under the Company's 2020 Incentive Award Plan (the "**Plan**") with an aggregate grant date value equal to \$1,500,000.

2. On, or within thirty (30) days following, June 1, 2023, the Company shall grant to you a stock appreciation right award (the "**Subsequent SAR Award**") and, together with the Initial SAR Award, the "**SAR Awards**") to be settled in cash under the Plan with an aggregate grant date value equal to \$1,500,000.

3. Each SAR Award shall have an exercise price per share equal to the Fair Market Value (as defined in the Plan) of the Company's common stock on the grant date, and shall have such other terms and conditions as are applicable to stock appreciation rights under the Plan. The number of shares of Company common stock subject to each SAR Award will be determined by dividing the aggregate grant date value by the per share Black-Scholes valuation as of the grant date, utilizing the same assumptions that the Company uses in the preparation of its financial statements.

4. Each SAR Award shall vest in full on the third anniversary of the grant date (irrespective of whether you remain employed by the Company or serving on the Board on such date) and shall be settled in cash upon exercise; provided, however, that in the event your employment or Board service is terminated by the Company for Cause, any unvested or unexercised portion of the SAR Awards as of the date of such termination shall be immediately forfeited for no consideration (and, for the avoidance of doubt, to the extent the Subsequent SAR Award has not yet been granted as of the date of such termination, the Subsequent SAR Award shall not be granted).

5. The terms and conditions of the SAR Awards shall be set forth in award agreements in a form prescribed by the Company, to be entered into by the Company and you (each, an "**Award Agreement**"). Except as otherwise specifically provided in this Agreement, the SAR Awards shall be governed in all

respects by the terms of and conditions of the Plan and the applicable Award Agreement.

b. On and after June 1, 2024, you shall be compensated for your Board service in accordance with the terms of the Compensation Policy.

c. For the avoidance of doubt, by signing this Letter, you acknowledge and agree that:

i. The compensation you will receive for your service as a member of the Board for the period beginning on the Separation Date and ending on May 31, 2024 under Section 3(a) of this Letter, as well as any expense reimbursement as set forth in Section 3 of the Compensation Policy, is the only compensation you are entitled to receive during such period for your service as a Director and, explicitly excluding your Severance described in Section 2 of this Letter, is in lieu of (x) any compensation or benefits you would otherwise be entitled to receive under the Compensation Policy and you hereby decline to receive any compensation or benefits under the Compensation Policy during such period and (y) any right you might otherwise have to continued payment of your Annual Base Salary for the remainder of the Initial Employment Period under your Employment Agreement;

ii. The termination of your employment as of the Separation Date pursuant to this Letter will not constitute a "Termination of Service" under the Plan and you will continue to vest in any outstanding awards held under the Plan in accordance with their terms (and, for the avoidance of doubt, the SAR Award shall continue to vest in accordance with its terms pursuant to Section 3(a)(ii)(3) of this Letter); and

iii. Following the Separation Date, (A) you will not be provided with an office or other permanent work location and (B) you will no longer receive the benefit of your Airplane Reimbursement Arrangement (as defined in the Profits Unit Agreement).

4. Release. You acknowledge and agree that the Company is providing you with the Severance set forth in Section 2 and the Director Compensation set forth in Section 3 in material part in consideration for your execution, delivery and non-revocation of the Release in accordance with its terms. You acknowledge and agree that (a) the Company has delivered the Release to you on June 3, 2022, (b) you have forty-five (45) days from the date the Release was delivered to you (the "**Consideration Period**") to consider and execute the Release and deliver it to the Company, (c) you have a seven (7) day period following your delivery of the executed Release to the Company (the "**Revocation Period**") to revoke your acceptance of the Release and, if the Release is not revoked during the Revocation Period, the Release becomes effective and irrevocable on the eighth (8th) day following your execution and delivery of the Release (the "**Release Effective Date**"), (d) the Company has advised you not to execute the Release (and it will not accept delivery of the Release from you) prior to the day following the Separation Date, and (e) no payments will be made pursuant to Section 2 and 3(a) hereof prior to the Release Effective Date. To the extent that any payments due under this Letter are delayed as a result of the immediately preceding sentence, such amounts shall be paid on the first payroll date on or following the Release Effective Date. In the event that you do not execute and deliver the Release on or prior to the last day of the Consideration Period or you revoke the Release during the Revocation Period, you will not receive any payments or benefits under Section 2 or Section 3(a) hereof and you will forfeit the SAR Award.

5. Restrictive Covenants. You acknowledge and agree that you remain bound by the restrictive covenants set forth in that certain Restrictive Covenants Agreement with the Partnership dated April 16, 2020 (the "**Restrictive Covenant Agreement**"). These restrictive covenants have not been

impacted by your separation from employment and remain in full force and effect in accordance with their terms. Notwithstanding any other provision of this Letter, no payment of Severance shall be made following the date you first violate the Restrictive Covenant Agreement and, in the event of such a violation, you will repay to the Company any Severance received within ninety (90) days of such violation and you will forfeit the SAR Award.

6. Section 409A. The payments and benefits provided under this Letter are intended to be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (together with the Department of Treasury regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or other guidance that may be issued after the date of this Letter, "**Section 409A**") and this Letter shall be interpreted consistently with such intent. Notwithstanding any provision of this Letter to the contrary, in the event that the Company determines that any amounts payable hereunder will be immediately taxable to you under Section 409A, the Company reserves the right (without any obligation to do so or to indemnify you for failure to do so) to (a) adopt such amendments to this Letter and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company determines to be necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Letter, to preserve the economic benefits of this Letter and to avoid less favorable accounting or tax consequences for the Company and/or (b) take such other actions as the Company determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes thereunder. Notwithstanding any provision to the contrary in this Letter, if you are deemed at the time of your separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the termination benefits to which you are entitled under this Letter is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of your termination benefits shall not be provided to you prior to the earlier of (x) the expiration of the six-month period measured from the date of your "separation from service" with the Company (as such term is defined in the Treasury Regulations issued under Section 409A) or (y) the date of your death; upon the earlier of such dates, all payments deferred pursuant to this sentence shall be paid in a lump sum to you, and any remaining payments due under the Letter shall be paid as otherwise provided herein. No provision of this Letter shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from you or any other individual to the Company or any of its Affiliates, employees or agents.

7. This Letter, together with the Release, comprises the entire agreement between you and the Company with respect to the subject matter hereof and thereof and supersedes any other agreement or arrangement, including the Employment Agreement (except for those provisions of the Employment Agreement that, by their terms, survive your separation from employment and remain in full force and effect in accordance with their terms). For the avoidance of doubt, you acknowledge and agree that the payments and benefits set forth in this Letter are the only payments and benefits that you are entitled to receive in connection with the termination of your employment and continued service on the Board.

8. This Letter shall be governed by and interpreted in accordance with the law of the State of Illinois, without regard to the law of conflicts of that State.

9. Miscellaneous.

a. You will retain access to your bcruz@gohealth.com for so long as you remain a member of the Board.

b. The Company shall use best efforts to remove you (in your personal capacity) and your name from accounts held by the Company, including but not limited to bank and credit card accounts.

[signature page follows]

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

GOHEALTH, INC.

By: /s/ Brian Farley
Name: Brian Farley
Title: Chief Legal Officer & Corporate Secretary

GOHEALTH HOLDINGS, LLC

By: /s/ Brian Farley
Name: Brian Farley
Title: Chief Legal Officer & Corporate Secretary

Acknowledged and agreed:

By: /s/ Brandon Cruz
Brandon Cruz

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Exhibit A

General Release

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned does hereby release and forever discharge the “*Releasees*” hereunder, consisting of GoHealth, Inc. (the “*Company*”), and its partners, subsidiaries, associates, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them (including, without limitation, GoHealth Holdings, LLC and Norvax, LLC), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys’ fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called “*Claims*”), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever arising from or relating to the undersigned’s employment by, service to, or direct ownership of the Company from the beginning of time to the date hereof.

The Claims released herein include, without limiting the generality of the foregoing,

- a) All claims under *the Age Discrimination in Employment Act (29 U.S.C. §§621 et seq.)*, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code, the Americans with Disabilities Act, the Family & Medical Leave Act, the Fair Labor Standards Act, the Illinois Human Rights Act, the Illinois Wage Payment and Collection Act, the Illinois Minimum Wage Law, and/or any other federal, state or local law, ordinance or regulation dealing in any respect with employment and/or discrimination, leaves of absence, return to work and/or employment reinstatement, and/or harassment or retaliation in employment;
- b) All claims for compensation, severance pay, bonus, commission, or incentive pay, paid time off, vacation pay and/or benefits of any kind (other than any claims for unemployment compensation benefits), including, without limitation, any claims under the Employment Agreement;
- c) All claims under any common law contract or promise, whether written or oral, express or implied, including, without limitation under any alleged express or implied employment contract, agreement (but in no way diminishing or impacting the undersigned’s continuing obligations under any confidentiality-related and/or other restrictive covenant agreements the undersigned may have signed) or other relationship or promise of any kind, whistleblower or retaliation, tort or other theory; and
- d) All claims arising under the Employee Retirement Income Security Act of 1974, as amended, including, without limitation any claims arising out of the Company’s failure to provide timely notice to the undersigned regarding the undersigned’s right to continue health care coverage.

In addition to the above-described release, the undersigned agrees and acknowledges that the undersigned: (i) has not suffered any type of industrial or work-related injury as a result of employment with the Company; (ii) does not possess any claim for unpaid wages, overtime, benefits or any other form of compensation and has not filed any such claim with the Department of Labor or any other administrative agency or court of law; (iii) has not filed any complaints, charges, applications or lawsuits against the Company with any governmental agency or court, whether formally or informally, and whether in the

undersigned's own name, anonymously, and/or by, though, and/or in connection with any other person or entity; and (iv) has not assigned or otherwise transferred any rights or interests in any actual or potential claims the undersigned might ever have asserted against the Company or any of the Releasees.

The undersigned further understands that this Agreement applies broadly to extinguish any and all claims of the type described above, including, without limitation, any damages of any type (including, without limitation, attorneys' fees and costs) associated with or arising out of any such claims. It does not, however, include or apply to any claims that are not waivable pursuant to applicable law or that arise after the date on which the undersigned signs this Agreement, including but not limited to claims to enforce the terms of this Agreement. Nothing in this Agreement shall prohibit the undersigned from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Securities and Exchange Commission in relation to Rule 21F, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. The undersigned agrees and acknowledges that the undersigned does not need the prior authorization of the Releasees to make such reports or disclosure, and that the undersigned is not required to notify the Releasees that the undersigned has made such reports or disclosures. Pursuant to 18 U.S.C. § 1833(b), the undersigned understands that the undersigned shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to any attorney solely for the purpose of reporting or investigating a suspected violation of law. The undersigned shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If the undersigned files a lawsuit for retaliation by the Releasees for reporting a suspected violation of law, the undersigned may disclose the trade secret to the undersigned's attorney and use the trade secret information in the court proceeding, provided that the undersigned files any document containing the trade secret under seal, and the undersigned does not otherwise disclose the trade secret, except pursuant to court order.

In accordance with the Older Workers Benefit Protection Act of 1990, the undersigned is hereby advised as follows:

- A. The undersigned is hereby advised to consult with an attorney before signing this Release;
- B. The undersigned has at least forty-five (45) days (the "Consideration Period") to consider this Release including the information required by the ADEA that is attached and made a part hereof as Appendix A before signing it. If the undersigned signs this Release prior to the expiration of the Consideration Period, the undersigned waives the remainder of the Consideration Period. The undersigned waives the restarting of the Consideration Period in the event of any modification of the Release, whether or not material; and
- C. The undersigned has seven (7) days after signing this Release to revoke this Release, and this Release will become effective upon the expiration of that revocation period.

If the undersigned wishes to revoke this Release, the undersigned must deliver written notice (which may be by email), stating the undersigned's intent to revoke to Brian Farley, Chief Legal Officer, at bfarley@gohealth.com, on or before 5:00 p.m. (CST) on the seventh (7th) day after the date on which the undersigned signs this Release. The undersigned acknowledges that if the undersigned does not sign this Release during the Consideration Period or revokes this Release, the undersigned will not receive the Severance (as defined in that certain letter agreement to which this release is attached (the "**Letter Agreement**") and will forfeit the SAR Award (as defined in the Letter Agreement).

The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any Claim released hereunder which the undersigned may have against Releasees, or any of them, and the undersigned agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys' fees incurred by Releasees, or any of them, as the result of any such assignment or transfer or any rights or Claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against the undersigned under this indemnity.

The undersigned agrees that if the undersigned hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned agrees to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit or Claim. Notwithstanding the foregoing, the foregoing sentence shall not apply to the extent such attorneys' fees are attributable to the undersigned's good faith challenge to or a request for declaratory relief with respect to the validity of the waiver herein under the ADEA.

The undersigned further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees, or any of them, who have consistently taken the position that they have no liability whatsoever to the undersigned.

The undersigned acknowledges and agrees that the undersigned is bound by the restrictive covenants set forth in the Restrictive Covenant Agreement (as defined in the Letter Agreement). The undersigned hereby reaffirms the covenants, terms and conditions set forth in the Restrictive Covenant Agreement, and acknowledges and agrees that the Covenants remain in full force and effect in accordance with their respective terms.

This Release shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles thereof.

For the avoidance of doubt, notwithstanding anything herein to the contrary, the undersigned shall remain entitled to indemnification by the Company pursuant to that certain Indemnification and Advancement Agreement by and between the undersigned and the Company.

IN WITNESS WHEREOF, the undersigned has executed this Release this ___ day of _____, 2022.

/s/ Brandon Cruz
Brandon Cruz

SEPARATION AND GENERAL RELEASE AGREEMENT

This **Separation And General Release Agreement** (this “**Agreement**”) is entered by and between **James Sharman** (“**Executive**”) and **Norvax, LLC**, its direct and indirect parent, and each of its subsidiaries and affiliates (collectively, the “**Company**”) (collectively, the “**Parties**”).

In consideration of the mutual promises contained herein, including but not limited to the General Release and Waiver and Covenant Not to Sue, the parties agree as follows:

1. **Transitional Role / Separation from Employment / Final Compensation.**

a. The parties mutually agree to change Executive’s position to a Transitional Role as referred to in Executive’s Employment Agreement letter dated June 6, 2020 (the “**Employment Agreement**”) beginning June 6, 2022 through August 31, 2022. During the period in which Executive is employed in a Transitional Role, Executive shall provide no more than 20 hours per week of work, and Executive’s annual salary shall be \$225,000 per year. For the avoidance of doubt, the Parties agree that the Change of Control provisions as set forth in the Employment Agreement shall continue during the period in which Executive is employed in a Transitional Role.

b. Executive will provide advice to the Company’s senior management on matters within Executive’s areas of expertise and prior experience, including with (i) the transition of Executive’s duties, and (ii) specific projects as directed by the Company’s Chief Executive Officer or the Chief Executive Officer’s designee. Company shall determine the scope of the work to be performed, but Executive shall have the ability to select the means, manner and method of performing these services. Executive, however, agrees to use his best efforts to promote Company’s interests, and to give Company the benefit of his experience, knowledge, and skills. Executive undertakes to perform services in a timely and professional manner and to devote such time, attention and skill to his duties under this Agreement as may reasonably be necessary to ensure the performance of the Services to the Company Chief Executive Officer’s or the Chief Executive Officer’s designee’s satisfaction. Nothing herein shall be deemed to preclude Company from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by Executive hereunder.

c. Executive’s employment with the Company will end effective as of September 1, 2022 (the “**Separation Date**”). Executive will be paid for all compensation earned by Executive through the Separation Date, including all salary or wages, all accrued, unused paid time off due to Executive, and any expenses owed to the Executive in accordance with the Company’s policies and applicable law, and any amount arising from the Executive’s participation in,

or benefits under, any Executive benefit plans, programs or arrangements under Section 3(c), which amounts shall be payable in accordance with the terms and conditions of such Executive benefit plans, programs or arrangements.

2. **No Further Compensation or Benefits / Vested Equity.**

- a) Except as expressly provided herein or as required by law, as of the Separation Date, Executive shall no longer be entitled to receive any compensation or benefits from the Company or to participate in any of the Company's benefit plans, and Executive expressly waives any and all rights or claims (if any) to do so.
- b) Except for Executive's unvested Service Units as defined in that Amendment No. 1 to the Executive Common Unit and Profits Unit Agreement dated July 6, 2020 (the "Profits Unit Agreement"), which shall become fully and immediately vested as of the Separation Date in accordance with the Profits Unit Agreement, Executive acknowledges and agrees that there are no other unvested equity or equity-type awards (including, without limitation, restricted stock, restricted stock units, stock options, stock appreciation rights or phantom equity) that have been granted to Executive and that would otherwise vest on or after the Separation Date or that are otherwise owed to Executive and any potential claims to such other equity or equity-type awards are canceled, terminated and forfeited by operation of this Agreement. Executive agrees that, to the extent any RSU Awards or Option Awards are not vested as of the Separation Date, they are immediately forfeited. Executive further agrees that any outstanding vested restricted stock units and/or stock options as of the Separation Date remain subject to the terms of the 2020 Incentive Award Plan and the applicable Award Agreement.

3. **Separation Package / Consideration.** In consideration of the agreements and covenants set forth in this Agreement, the Company offers Executive the compensation and benefits described in this Paragraph 3 (the "**Separation Package**").

- a) **Separation Payment.** In accordance with the terms of Executive's Employment Agreement, if Executive executes this Agreement and does not timely revoke Executive's signature or subsequently breach any applicable terms, conditions or covenants contained in this Agreement, the Company agrees to pay to Executive twelve (12) months of base salary, in the total gross amount of Four Hundred Fifty Thousand (\$450,000.00), less applicable taxes and withholdings (the "Separation Payment"), which shall be payable in equal installments over a twelve month period in conjunction

with the Company's ordinary payrolls, beginning on the first regularly scheduled payroll date twenty-nine (29) days after Executive signs, and does not revoke, it.

- b) **Health Plan Coverage / COBRA Continuation Coverage Payments.** In accordance with the terms of the Employment Agreement, beginning on the Separation Date and ending on the one (1) year anniversary of the Separation Date, the Company will continue Executive's coverage under the Company's group health plan under the same terms and conditions that existed for the term of employment. After the one (1) year anniversary of the Separation Date, the Company will, until the Executive reaches age 65 and to the extent permitted by the Company's group health plan and applicable law, continue all the Executive's coverage under the Company's group health plan if the Executive elects to continue coverage under the Company's group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"). In the event Executive elects to continue with COBRA coverage, such coverage will be at the sole expense of the Executive. In the event Executive obtains other employment that offers group health benefits, such continuation of COBRA coverage by the Company under this Section 5(b)(iii) shall immediately cease.
- c) **Bonus Payout.** If Executive executes this Agreement and does not timely revoke Executive's signature or subsequently breach any applicable terms, conditions or covenants contained in this Agreement, Executive shall receive a prorated portion of his bonus based on the number of full months for which Executive was employed during 2022, notwithstanding the program requirement that Executive remain employed on the bonus payment date (the "**Bonus Payment**"). The bonus amount (if any) shall be determined and paid in accordance with the Company's terms.
- d) **Acknowledgment of Benefits / Consideration.** Executive agrees and acknowledges that the Separation Payment and eligibility for the Bonus Payment, described above at subparts (a) and (c), collectively constitute the Separation Package. Executive further agrees and acknowledges that the Separation Package is above and beyond that to which Executive would otherwise be entitled, including pursuant to any Company policy, practice or plan addressing bonuses, incentives, awards or any other compensation, and thus constitutes valid consideration in support of this Agreement, specifically including but not limited to Executive's release of claims. Executive agrees and acknowledges that Executive has no entitlement to receive any or all of this Separation Package, unless Executive enters into this Agreement. Executive further agrees and acknowledges that Executive is not and shall not be entitled to any additional payments or benefits of any kind that are not expressly provided for in this Agreement. Executive further agrees and acknowledges that the Company reserves the right to discontinue and recoup the Separation Package in the event Executive breaches any of

the terms or conditions of this Agreement. Executive shall be solely and exclusively responsible for any taxes or liabilities relating to Executive's receipt of the Separation Package (or any portion thereof).

4. **Released Parties.** The term "**Released Parties**," as used in this Agreement, shall mean the Company and any of its past or present partners, principals, agents, employees, representatives, administrators, agents, officials, officers, directors, shareholders, divisions, parents, subsidiaries, successors, affiliates, related entities, consultants, employee benefit plans (and their sponsors, fiduciaries, or administrators), insurers, and/or attorneys. Without limiting the scope and application of the foregoing definition of Released Parties, Executive acknowledges and agrees that the Released Parties include (but are not limited to) Norvax, LLC, GoHealth, LLC and their respective affiliates, officers, employees and agents.

5. **General Release.** In consideration of the Separation Package described in Paragraph 3 and other promises and covenants described in this Agreement, the receipt and sufficiency of which Executive acknowledges, Executive, on behalf of Executive and Executive's agents, representatives, attorneys, assigns, heirs, executors, and administrators, fully releases each of the Released Parties from any and all liability, claims, demands, actions, causes of action, suits, grievances, debts, sums of money, agreements, promises, damages, back and front pay, costs, expenses, attorneys' fees, and remedies of any type, regarding any act or failure to act that occurred up to and including the date on which Executive signs this Agreement, including, without limitation, any claims arising or that arose or may have arisen out of or in connection with Executive's employment, or Executive's separation of employment from the Company, and including but not limited to:

- a) All claims under *the Age Discrimination in Employment Act (29 U.S.C. §§621 et seq.)*, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code, the Americans with Disabilities Act, the Family & Medical Leave Act, the Fair Labor Standards Act, the Illinois Human Rights Act, the Illinois Wage Payment and Collection Act, the Illinois Minimum Wage Law, and/or any other federal, state or local law, ordinance or regulation dealing in any respect with employment and/or discrimination, leaves of absence, return to work and/or employment reinstatement, and/or harassment or retaliation in employment;
- b) All claims for compensation, severance pay, bonus, commission, or incentive pay, paid time off, vacation pay and/or benefits of any kind (other than any claims for unemployment compensation benefits), including, but not limited to, any and all unvested restricted stock units and/or stock options granted pursuant to any applicable award agreements under the Company's Plan, which are forfeited in accordance with the 2020 Incentive Award Plan's terms, the terms of such award agreements and this Agreement;
- c) All claims under any common law contract or promise, whether written or oral, express or implied, including, without limitation under any alleged

express or implied employment contract, agreement (but in no way diminishing or impacting Executive's continuing obligations under any confidentiality-related and/or other restrictive covenant agreements Executive may have signed) or other relationship or promise of any kind, whistleblower or retaliation, tort or other theory; and

- d) All claims arising under the Employee Retirement Income Security Act of 1974, as amended, including, without limitation any claims arising out of the Company's failure to provide timely notice to Executive regarding Executive's right to continue health care coverage.

In addition to the above-described release, Executive agrees and acknowledges that Executive: (i) has not suffered any type of industrial or work-related injury as a result of employment with the Company; (ii) does not possess any claim for unpaid wages, overtime, benefits or any other form of compensation and has not filed any such claim with the Department of Labor or any other administrative agency or court of law; (iii) has not filed any complaints, charges, applications or lawsuits against the Company with any governmental agency or court, whether formally or informally, and whether in Executive's own name, anonymously, and/or by, though, and/or in connection with any other person or entity; and (iv) has not assigned or otherwise transferred any rights or interests in any actual or potential claims Executive might ever have asserted against the Company or any of the Released Parties.

Executive further understands that this Agreement applies broadly to extinguish any and all claims of the type described above, including, without limitation, any damages of any type (including, without limitation, attorneys' fees and costs) associated with or arising out of any such claims. It does not, however, include or apply to any claims that are not waivable pursuant to applicable law or that arise after the date on which Executive signs this Agreement. Nothing in this Agreement shall prohibit Executive from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Securities and Exchange Commission in relation to Rule 21F, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive agrees and acknowledges that Executive does not need the prior authorization of the Released Parties to make such reports or disclosure, and that Executive is not required to notify the Released Parties that Executive has made such reports or disclosures. Pursuant to 18 U.S.C. § 1833(b), Executive understands that Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to any attorney solely for the purpose of reporting or investigating a suspected violation of law. Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Executive files a lawsuit for retaliation by the Released Parties for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding, provided that Executive files any document containing the trade secret under seal, and Executive does not otherwise disclose the trade secret, except pursuant to court order.

6. **Covenant Not To Sue.** Except for an action arising out of a breach of the terms of this Agreement, Executive agrees never to bring (or cause to be brought) any claim, action or

proceeding against the Company or any of the Released Parties regarding any act or failure to act that occurred up to and including the date on which the Parties sign this Agreement, including but not limited to any claim, action or proceeding relating to Executive's employment or Executive's separation of employment from the Company and/or any of its affiliates and/or any other of the Released Parties. Nothing in this Agreement waives or attempts to waive any claims, actions or proceedings that cannot legally be waived, or any rights the Executive may have to file a charge of discrimination with a federal or state administrative agency (such as the EEOC or NLRB), or cooperate, assist, or participate in an investigation, proceeding, or administrative charge before such agency, provided, however, that the Executive acknowledges and agrees that the Executive is not entitled to (and hereby waives) any personal recovery or compensation in any such administrative proceedings, whether brought by Executive or on Executive's behalf in connection with Executive's employment or termination of employment with the Company.

7. **Non-Disparagement.** Executive expressly agrees and covenants that he will not disparage or make negative statements, whether written or oral, publicly or privately, in his own name or anonymously (or through or with any other person or entity), about the Company, the Company's business or business relations, the Company's operations or business practices, the Company's shareholders, officers, directors, Executives or representatives, or any other persons or entities affiliated with the Company. Executive will not directly or indirectly cause or direct others to take any actions or make any statements that violate this Paragraph 7. Nothing in this Agreement (including in Paragraph 9 hereof or in this Paragraph 7) prohibits Executive from disclosing, reporting or making truthful statements about, either internally or to any third party, any allegations of harassment and/or employment discrimination.

8. **No Encouragement of Claims.** Except as provided above in Paragraph 6, Executive will not encourage or assist any person or entity who files a lawsuit, charge, claim or complaint against any of the Released Parties unless Executive is required to render such assistance pursuant to a lawful subpoena or other legal obligation, and, in that event, Executive will provide the Company with prompt notice of any such asserted legal obligation, and Executive shall not cooperate unless and until the Company has had a reasonable opportunity to respond and object to such subpoena or other asserted legal obligation, as the case may be. For avoidance of doubt, nothing in this Paragraph 8 shall prohibit Executive from assisting a person who files a charge with the NLRB.

9. **Non-Disclosure of Confidential Information.** Executive agrees and covenants that (except as may be expressly authorized by the Company) he shall not disclose, discuss, publish or in any manner communicate, whether directly or indirectly: (i) any "**Confidential Information**" about or relating to the Company, including but not limited to any confidential or proprietary information Executive learned of or received during or as a result of Executive's employment with the Company; and/or (ii) any personal, private, non-public, and/or confidential information concerning or relating to any of the Company's officers, directors, agents, managers, employees, clients, the Released Parties, and/or the Company's other business relationships. Executive will not directly or indirectly cause or direct others to take any actions or make any statements that violate this provision. Confidential Information shall mean information, material and trade secrets maintained or received by the Company (including any of the Released Parties), whether or not owned or developed by the Company, which Executive has obtained knowledge of or access to through or as a result of the services rendered in relation to Executive's employment with the

Company. Without in any way limiting the confidentiality restrictions above (or as otherwise apply under the Illinois Trade Secrets Act, and/or Executive's existing contractual confidentiality obligations), "**Confidential Information**" shall include (but not be limited to) the following types of information, whether or not reduced to writing or still in development: client data, formulae, processes, research and development, marketing or promotional information and the methods thereof, trade secrets including any intellectual property, trademarks, copyrights and patents, whether registered or unregistered, software, work product, the methods of business operation of the Company, the names and contact information of its clients and customers, business and operational documentation, diagrams, flow charts, research, economic and financial analyses, processes, procedures, "know how," marketing techniques and material, marketing and business development plans, customer profiles and historical data, and/or any other information provided to the Company pursuant to any agreement relating to confidentiality or non-disclosure of a customer's proprietary or otherwise confidential information, and/or other non-public information relating to the Company, its markets, customers, Executives, pricing, financial information, and other business materials and efforts.

10. **Restatement of Post-Employment Covenants.** In consideration of the promises herein, Executive hereby certifies that he has complied with, and will continue to comply with, any and all post-employment restrictive covenant agreements Executive has entered into with the Company, including, but not limited to, any covenants concerning the disclosure of confidential information, as well as post-employment non-competition and/or non-solicitation covenants by Executive. Executive further acknowledges and agrees that the Separation Package constitutes additional consideration in support of such post-employment restrictive covenants agreements. Such agreements will expire (if at all) in accordance with their express terms.

11. **Confidentiality of Agreement.** Executive agrees (a) to treat this Agreement as confidential in all respects and (b) except as required by law (after giving prior written notice to the Company) or as expressly authorized by the Company in writing, not to disclose its existence or contents to any person or entity other than the tax authorities and Executive's, accountant and immediate family, and only after advising such individuals of the confidential nature of this Agreement and securing their binding promise not to further disclose its existence or contents. Executive understands that Executive will be responsible for any disclosure that derives from Executive or from an individual with whom Executive shares the terms of this Agreement. Executive agrees and acknowledges that the inclusion of the confidentiality clauses in Sections 9 and 11 are Executive's preference and are mutually beneficial to Executive and the Company.

12. **Remedies.** Executive expressly acknowledges and agrees that a violation of the provisions of Paragraphs 9 and 10 above could result in or cause immediate and irreparable harm, loss and damage to the Company, which harm likely would not be adequately compensable by a monetary award. As such, Executive agrees that the Company has the right to injunctive relief to enforce and guard against any breach or threatened breach of such paragraphs. Such injunctive relief is available in addition to, and not in lieu of, any other remedies available to the Company at law or in equity, including, without limitation, monetary damages. Furthermore, such injunctive relief shall be available to the Company without it posting any bond or security. Executive also agrees that the limitations set forth in Paragraphs 9 and 10 are reasonable and are properly required for the Company's protection, and in the event that any territorial, time and/or scope limitation is deemed to be unreasonable by a court of competent jurisdiction, the Company and Executive agree,

and Executive hereby submits, to the reduction of any or all of said territorial, time and/or scope limitations to such an area, period or scope as said court shall deem reasonable under the circumstances, to the maximum extent permitted by then-existing law. If such partial enforcement of any provision (or portion thereof) is not possible, Executive agrees that such provision (or portion thereof) in question shall be deemed severed and the remaining provisions of this Agreement shall survive in full force and effect.

13. **Return of Property.** Executive will promptly return to the Company any and all of the Company's (or the Company's customers') property in Executive's possession, custody or control, in any form and medium in which Executive has it (whether hard copy, electronic or otherwise), without retaining any copies, duplications or reproductions. Such returned property shall include, without limitation, access cards, keys, computers, laptops, monitors, headsets, wi-fi adapters, keyboards, credit cards, equipment, software, databases, client and supplier lists, manuals, disks, files, documents, letters, notes, financial information, and methods of doing business which Executive received, obtained, had access to or became privy to as a result of Executive's employment with the Company, whether or not such items constitute, reflect, or contain any Confidential Information. *By signing below, Executive certifies that Executive is in full compliance with this Paragraph 13.*

14. **No Admission of Liability.** This Agreement does not constitute an admission by any of the Released Parties that any action that any of them took with respect to Executive was wrongful, unlawful or in violation of any local, state, federal, or international act, statute, or constitution, or susceptible of inflicting any damages or injury on Executive, and the Company specifically denies any such wrongdoing or violation.

15. **Breach of Agreement.** If the Company is required to commence or defend an action in law or equity to enforce its rights under any provision of this Agreement and prevails, Executive shall be liable for the reasonable attorneys' fees and costs incurred by the Company in connection with such action.

16. **Severability.** The provisions of this Agreement shall be severable and the invalidity of any provision shall not affect the validity of the other provisions; provided, however, that upon any finding by a court of competent jurisdiction that any provision of this Agreement, including but not limited to, any covenant in Paragraphs 9 and 10 of this Agreement is overbroad, void or unenforceable, Executive agrees, at the Company's option, either to execute promptly a release, waiver and/or covenant that is legal and enforceable or to immediately return to the Company to the entire Separation Package provided to Executive pursuant to Paragraph 3. Nothing in this Agreement purports to restrict Executive's ability to engage in communications allowable under applicable law.

17. **Tolling.** In the event of a breach or violation by Executive of Paragraph 10 of this Agreement, any restrictive covenants referenced in Paragraph 10 shall be tolled (retroactive to the date such breach commenced) until such breach or violation has been duly cured.

18. **No Oral Waiver / Modification.** The terms of this Agreement may be waived or modified only in a written document signed both by Executive and by a duly-authorized representative of the Company.

19. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with law of the State of Illinois, without regard to the law of conflicts of that State. The Parties agree that any dispute regarding the enforceability or breach of this Agreement shall be adjudicated in a federal or state court of competent jurisdiction in Cook County, Illinois. Executive expressly waives any objections that may be made relative to personal jurisdiction over Executive in said Illinois courts and submits to the jurisdiction thereof.

20. **Compliance with Section 409A of the Code and Treasury Regulations.**

a) This Agreement is intended to comply with, or be exempt from, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations and other administrative guidance issued thereunder ("Section 409A") and shall be interpreted in a manner consistent with such requirements. Each payment or installment under this Agreement shall constitute a separate payment for purposes of Section 409A. To the extent that any amount payable upon termination of employment constitutes "nonqualified deferred compensation" subject to the requirements of Section 409A, any reference to such termination shall mean a "separation from service" within the meaning of Section 409A. Subject to any earlier payment date specified in this Agreement, any reimbursement shall be paid no later than the end of the calendar year following the calendar year in which the expense was incurred. If, at any time, Executive is considered a "specified employee" under Treasury Regulation Section 1.409A-1(i), all payments made under this Agreement shall be paid on the later of: (i) the date identified under this Agreement; or (ii) the earliest date on which such payment would comply with the requirements of Section 409A(a)(2)(B)(i) of the Code.

b) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (A) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (B) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided, that the foregoing clause (B) shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such arrangement provides for a limit on the amount of expenses that may be reimbursed over some or all of the period the arrangement is in effect and (C) such payments shall be made on or before the last day of Executive's taxable year following the taxable year in which the expenses was incurred.

c) The Company shall have no obligation to indemnify, gross up, or otherwise reimburse Executive for any tax, additional tax, interest, or penalty resulting from any violation of Section 409A or any corresponding provision of state, local, or foreign law, so long as it has acted in good faith with regard to compliance therewith.

21. **Waiver of Jury Trial.** EXECUTIVE HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY ADDENDUM OR OTHER AGREEMENT WHICH, IN ANY WAY, ARISES OUT OF OR RELATES TO EXECUTIVE'S EMPLOYMENT WITH OR ENGAGEMENT BY THE COMPANY OR ANY OTHER RELATIONSHIP BETWEEN THE PARTIES.

22. **Knowing and Voluntary.** Executive acknowledges and agrees that, in addition to receiving a copy of this Agreement for Executive's consideration prior to signing:

- a) *Executive has read and understands each of the terms of this Agreement; and*
- b) *Executive has had an opportunity, and has been advised in writing by this Agreement to consult with an attorney of Executive's choosing about the terms of this Agreement before signing it; and*
- c) *Executive has been given an opportunity to consider this Agreement for up to twenty-one (21) days before signing it, and that any decision to sign this Agreement before such 21-day period ends is solely at Executive's own free choice and discretion; and*
- d) *Executive is signing this Agreement knowingly and voluntarily, without any duress, coercion or undue influence and without relying upon any terms or provisions not expressly stated in this Agreement.*

23. **Revocation and Effective Date.** *Executive understands and acknowledges that once Executive signs this Agreement, Executive will have seven (7) days to revoke his signature and agreement to be bound by its terms, by providing written notice of such revocation to the Company, c/o Mark Monitello, mmonitello@gohealth.com, GoHealth, LLC, 214 West Huron St., Chicago, IL 60654. Executive further understands that this Agreement will become effective, if not sooner revoked, on the eighth (8th) day after Executive signs it (the "Effective Date").*

24. **Entire Agreement.** This Agreement, any restricted stock unit and/or stock option award agreements referenced in Paragraph 2(b), and any restrictive covenant agreements referenced in Paragraph 10, contain the entire agreement and understanding between Executive and the Company concerning all matters contained herein. This Agreement, any restricted stock unit and/or stock option award agreements referenced in Paragraph 2(b), and any restrictive covenant agreements referenced in Paragraph 10, supersede all prior agreements, discussions, negotiations, understandings and proposals of the Parties relating to the separation of Executive's employment from the Company. The terms of this Agreement, any restricted stock unit and/or stock option award agreements referenced in Paragraph 2(b), and any restrictive covenant agreements referenced in Paragraph 10, cannot be changed except in a subsequent document signed by both Parties.

25. **Counterparts.** This Agreement may be executed in counterparts and will be as fully binding as if signed in one entire document.

WHEREFORE, the Parties execute this Agreement voluntarily and of their own free will

and deed, after due time to review and consider it, and without any duress or coercion, as follows:

JAMES SHARMAN

/s/ James Sharman

James Sharman

Date: 6 / 3/2022

NORVAX, LLC

/s/ Brian Farley

Brian Farley, Chief Legal Officer

Date: 6 / 3/2022

Exhibit 10.6

GOHEALTH, INC. NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

Non-employee members of the board of directors (the "**Board**") of GoHealth, Inc. (the "**Company**") shall be eligible to receive cash and equity compensation as set forth in this Non-Employee Director Compensation Policy (this "**Policy**"). The cash and equity compensation described in this Policy shall be paid or be made, as applicable, automatically and without further action of the Board, to each member of the Board who is not an employee of the Company or any parent or subsidiary of the Company (each, a "**Non-Employee Director**") who may be eligible to receive such cash or equity compensation, unless such Non-Employee Director declines the receipt of such cash or equity compensation by written notice to the Company.

This Policy shall become effective after the effectiveness of the Company's initial public offering (the "**IPO**") and shall remain in effect until it is revised or rescinded by further action of the Board. This Policy may be amended, modified or terminated by the Board at any time in its sole discretion. The terms and conditions of this Policy shall supersede any prior cash and/or equity compensation arrangements for service as a member of the Board between the Company and any of its Non-Employee Directors and between any subsidiary of the Company and any of its non-employee directors. Notwithstanding the foregoing, any member of the Board who is an employee of Centerbridge Partners L.P. is not eligible for and shall not receive any compensation under this Policy.

1. Cash Compensation.

(a) Annual Retainers. Each Non-Employee Director shall receive an annual retainer of \$150,000 for service on the Board.

(b) Payment of Retainers. The annual retainers described in Section 1(a) shall be earned on a quarterly basis based on a calendar quarter and shall be paid by the Company in arrears not later than the fifteenth day following the end of each calendar quarter. In the event a Non-Employee Director does not serve as a Non-Employee Director for an entire calendar quarter, such Non-Employee Director shall receive a prorated portion of the retainer otherwise payable to such Non-Employee Director for such calendar quarter pursuant to Section 1(a), with such prorated portion determined by multiplying such otherwise payable retainer by a fraction, the numerator of which is the number of days during which the Non-Employee Director serves as a Non-Employee Director during the applicable calendar quarter and the denominator of which is the number of days in the applicable calendar quarter.

2. Equity Compensation. Non-Employee Directors shall be granted the equity awards described below. The awards described below shall be granted under and shall be subject to the terms and provisions of the Company's 2020 Incentive Award Plan or any other applicable Company equity incentive plan then-maintained by the Company (such plan, as may be amended from time to time, the "**Equity Plan**") and shall be granted subject to the execution and delivery of award agreements, including attached exhibits, in substantially the forms approved by the

Board. All applicable terms of the Equity Plan apply to this Policy as if fully set forth herein, and all equity grants hereunder are subject in all respects to the terms of the Equity Plan.

(a) IPO Awards. Each Non-Employee Director who (i) serves on the Board as of the date the IPO price of the shares of the Company's common stock (the "**IPO Price**") is established in connection with the Company's IPO (the "**Pricing Date**") and (ii) will continue to serve as a Non-Employee Director immediately following the Pricing Date shall be automatically granted, on the Pricing Date, an award of restricted stock units that have an aggregate fair value on the date of grant of \$150,000 for each Non-Employee Director who does not serve as Chairperson or Co-Chairperson of the Board or of any committee of the Board or as the Lead Director of the Board (a "**Non-Chairperson Director**") and \$250,000 for each Non-Employee Director who serves as the Chairperson or Co-Chairperson of the Board or of any committee of the Board or as the Lead Director of the Board (in each case, a "**Chairperson Director**") (as determined in accordance with FASB Accounting Codification Topic 718 ("**ASC 718**") and subject to adjustment as provided in the Equity Plan in each case). The awards described in this Section 2(a) shall be referred to herein as the "**IPO Awards**").

(b) Annual Awards. Each Non-Employee Director who (i) serves on the Board as of the date of any annual meeting of the Company's stockholders (an "**Annual Meeting**") after the Pricing Date and (ii) will continue to serve as a Non-Employee Director immediately following such Annual Meeting shall be automatically granted, on the date of such Annual Meeting, an award of restricted stock units that have an aggregate fair value on the date of grant of \$150,000 for Non-Chairperson Directors and \$250,000 for Chairperson Directors (as determined in accordance with ASC 718 and subject to adjustment as provided in the Equity Plan). The awards described in this Section 2(b) shall be referred to as the "**Annual Awards**." For the avoidance of doubt, a Non-Employee Director elected for the first time to the Board at an Annual Meeting shall receive only an Annual Award in connection with such election, and shall not receive any Initial Award on the date of such Annual Meeting as well.

(c) Initial Awards. Except as otherwise determined by the Board, each Non-Employee Director who is initially elected or appointed to the Board after the Pricing Date on any date other than the date of an Annual Meeting shall be automatically granted, on the date of such Non-Employee Director's initial election or appointment (such Non-Employee Director's "**Start Date**"), an award of restricted stock units that have an aggregate fair value on such Non-Employee Director's Start Date equal to the product of (i) \$150,000 for Non-Chairperson Directors and \$250,000 for Chairperson Directors (as determined in accordance with ASC 718) and (ii) a fraction, the numerator of which is (x) 365 minus (y) the number of days in the period beginning on the date of the Annual Meeting immediately preceding such Non-Employee Director's Start Date (or, if no such Annual Meeting has occurred, the effective date of the Company's IPO) and ending on such Non-Employee Director's Start Date and the denominator of which is 365 (with the number of shares of common stock underlying each such award subject to adjustment as provided in the Equity Plan). The awards described in this Section 2(c) shall be referred to as "**Initial Awards**." For the avoidance of doubt, no Non-Employee Director shall be granted more than one Initial Award.

(d) Termination of Employment of Employee Directors. Members of the Board who are employees of the Company or any parent or subsidiary of the Company who subsequently terminate their employment with the Company and any parent or subsidiary of the Company and

remain on the Board will not receive an Initial Award pursuant to Section 2(c) above, but to the extent that they are otherwise eligible, will be eligible to receive, after termination from employment with the Company and any parent or subsidiary of the Company, Annual Awards as described in Section 2(b) above.

(e) Vesting of Awards Granted to Non-Employee Directors. Each IPO Award shall vest and become exercisable in four equal installments on the first four quarterly anniversaries of the date of grant, subject to the Non-Employee Director continuing in service on the Board through the applicable vesting date, and each Annual Award and Initial Award shall vest and become exercisable in four equal installments on the first four quarterly anniversaries of the date of grant, subject to the Non-Employee Director continuing in service on the Board through the applicable vesting date; *provided, however*, that, notwithstanding the foregoing, each Annual Award and Initial Award shall vest and become exercisable in its entirety on the day immediately preceding the date of the first Annual Meeting following the date of grant, subject to the Non-Employee Director continuing in service on the Board through such date. No portion of an IPO Award, Annual Award or Initial Award that is unvested or unexercisable at the time of a Non-Employee Director's termination of service on the Board shall become vested and exercisable thereafter. All of a Non-Employee Director's IPO Awards, Annual Awards and Initial Awards shall vest in full immediately prior to the occurrence of a Change in Control (as defined in the Equity Plan), to the extent outstanding at such time.

3. Expenses

The Company will reimburse each Non-Employee Director for ordinary, necessary and reasonable out-of-pocket travel expenses to cover in-person attendance at and participation in Board meetings and meetings of any committee of the Board; *provided*, that the Non-Employee Director timely submit to the Company appropriate documentation substantiating such expenses in accordance with the Company's travel and expense policy applicable to directors, as in effect from time to time. To the extent that any taxable reimbursements are provided to any Non-Employee Director, they will be provided in accordance with Section 409A of the Internal Revenue Code of 1986, as amended, including, but not limited to, the following provisions: (i) the amount of any such expenses eligible for reimbursement during such individual's taxable year may not affect the expenses eligible for reimbursement in any other taxable year; (ii) the reimbursement of an eligible expense must be made no later than the last day of such individual's taxable year that immediately follows the taxable year in which the expense was incurred; and (iii) the right to any reimbursement may not be subject to liquidation or exchange for another benefit.

* * * * *

Updated September 2021

Certification

I, Vijay Kotte, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of GoHealth, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) [omitted];
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 15, 2022

By: /s/ Vijay Kotte

Vijay Kotte
Chief Executive Officer
(Principal Executive Officer)

Certification

I, Jason Schulz, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of GoHealth, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) [omitted];
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 15, 2022

By: /s/ Jason Schulz

Jason Schulz
Chief Financial Officer
(Principal Financial and Accounting Officer)

**Certification Pursuant to
18 U.S.C. Section 1350, as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of GoHealth, Inc. (the "Company") for the period ended June 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 15, 2022

By: /s/ Vijay Kotte

Vijay Kotte
Chief Executive Officer
(Principal Executive Officer)

**Certification Pursuant to
18 U.S.C. Section 1350, as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of GoHealth, Inc. (the "Company") for the period ended June 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 15, 2022

By: /s/ Jason Schulz

Jason Schulz
Chief Financial Officer
(Principal Financial and Accounting Officer)