

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA <i>ex rel.</i>)	
ANDREW SHEA,)	
)	
<i>Plaintiff,</i>)	
)	
v.)	Civil Action No. 21-cv-11777-DJC
)	
eHEALTH, Inc., <i>et al.</i> ,)	
)	
<i>Defendants.</i>)	

**MOTION FOR LEAVE TO CONDUCT LIMITED DISCOVERY REGARDING
RELATOR’S UNAUTHORIZED POSSESSION OF PROTECTED MATERIALS**

Defendants eHealth Inc. and eHealthInsurance Services, Inc. (together, “eHealth”) move under Federal Rules of Civil Procedure 26 and 30 for (a) leave to depose relator Andrew Shea (“Relator”) regarding his unauthorized possession of eHealth’s attorney-client privileged and work-product-protected files, and (b) an order compelling Relator to produce the “written disclosure” he provided to the Government pursuant to 31 U.S.C. § 3730(b)(2).

Relator’s counsel recently disclosed to eHealth that Relator used a personal tablet to photograph materials on his eHealth-administered laptop and cellular phone that may be privileged and/or work product. At least some of these photographed materials were seen by Relator’s counsel. Many surrounding details remain unclear, but eHealth’s initial review confirms that the materials include, *inter alia*, (a) communications with eHealth’s in-house attorneys concerning the subject of this litigation and (b) files quoted in Relator’s pleadings. eHealth respectfully requests leave to conduct limited early discovery to determine whether and the extent to which Relator’s unauthorized possession of protected materials has tainted this case.

BACKGROUND

A. The Litigation

Relator was an eHealth employee from January 2017 until December 2021. ECF No. 40 ¶ 15. As an employee, Relator signed several contracts in which he committed not to disclose eHealth’s non-public information and further committed to return eHealth files and copies thereof upon separating from the company. *See* Ex. A at 1; Ex. B at 7; Ex. C.¹

On November 2, 2021—while still employed at eHealth—Relator filed a *Qui Tam* Complaint under seal. ECF No. 1. As to eHealth, the *Qui Tam* Complaint alleged that several insurance carriers paid eHealth to market their Medicare Advantage plans, that these payments violated regulations issued by the Centers for Medicare and Medicaid Services (“CMS”), and that these payments were “kickbacks.” *See, e.g., id.* ¶¶ 2, 11–12. The *Qui Tam* Complaint quoted from and referred to internal eHealth files and communications. *See, e.g., id.* ¶¶ 67–227.

In January 2025, the Government intervened as to eHealth and other Defendants. ECF No. 34 at 1. The case remained under seal.

On April 29, 2025, Relator filed—still under seal—an Amended *Qui Tam* Complaint (“Amended Complaint”) including substantially similar allegations against eHealth related to marketing payments from insurance carriers. ECF No. 40.

Two days later, the Government filed its own Complaint, which was unsealed that day along with Relator’s *Qui Tam* Complaint and the Amended Complaint. ECF No. 41. Like Relator, the Government alleged that certain insurance carriers made payments to eHealth that violated CMS regulations for marketing payments and that the payments were “kickbacks.” *See, e.g., id.*

¹ “Ex. _” refers to exhibits to the simultaneously filed Declaration of Zachary R. Hafer.

¶ 98–100. And like Relator’s Complaint, the Government’s Complaint quoted from and referred to internal eHealth files and communications.

On August 15, 2025, this Court granted Defendants’ motion to stay proceedings concerning Relator, ECF No. 111, and entered a briefing schedule for motions to dismiss, ECF No. 109.

Defendants moved to dismiss the Complaint on August 19, 2025, ECF Nos. 114, 115, 116, 117; the Government opposed on October 20, 2025, ECF Nos. 120, 121, 122; Defendants’ reply is due December 19, 2025, ECF No. 109; and a hearing is set for January, ECF No. 110.

B. Relator’s Unauthorized Possession of Protected Materials

On October 24, 2025—nearly four years after the original *Qui Tam* Complaint was filed, six months after the case was unsealed, and in the middle of briefing on motions to dismiss—Relator’s counsel informed eHealth that Relator possessed materials potentially protected by eHealth’s attorney-client privilege and the work-product doctrine. Hafer Decl. ¶ 5.

Shortly thereafter, at eHealth’s request, the materials were provided to counsel.² The materials were provided in two tranches. The first tranche (“First Tranche”) consisted of several documents merged into a single 20-page PDF file. As to this tranche, Relator’s counsel stated that he had seen the contents, assessed that “they might be privileged,” “segregated the documents from other documents [Relator] provided to me,” did not rely on these documents when preparing Relator’s pleadings, and did not share or discuss the contents with the Government. Ex. D at 1. The second tranche (“Second Tranche”) consisted of several documents merged into a single 273-page PDF file. Relator’s counsel stated that neither he nor anyone working with him had seen the contents of the Second Tranche, that Relator’s counsel had never discussed the contents of the

² eHealth can provide any or all of the materials to the Court for *in camera* review.

Second Tranche with Relator, and that Relator “used a tablet device” to “selectively take photos” of eHealth files and communications “while he was still an eHealth employee.” *Id.* at 1–2.

Based on eHealth’s review of the materials and correspondence with Relator’s counsel:

- Both the First and Second Tranches contain privileged communications with eHealth’s in-house attorneys.
- Several privileged communications relate to the subject-matter of this litigation. As one example, and without waiving any protection, the materials include communications in which eHealth in-house attorneys are asked to opine on agreements concerning marketing payments between eHealth and the insurance-carrier Defendants during the period of 2016–2021, with reference to compliance with rules and guidance promulgated by CMS.
- Several documents in the Second Tranche—that is, the tranche that Relator’s counsel stated was neither seen nor relied upon in preparing any pleadings—are quoted or otherwise referenced in the original *Qui Tam* Complaint and/or Relator’s Amended Complaint.
- Several of the documents appear (*e.g.*, based on a date-stamp) to have been photographed by Relator around the time the original *Qui Tam* Complaint was filed (*i.e.*, late summer and fall of 2021). In one exchange from less than one week before the original *Qui Tam* Complaint was filed, Relator initiated a conversation with an in-house eHealth attorney that related to compliance with CMS rules. It is not clear whether Relator engaged in or photographed these or other conversations at the direction of counsel.³

³ The timestamps of certain materials in the Second Tranche suggest that, by August 2021, Relator was trying to bait co-workers into making statements that fit the Government’s theories in this case. It is unclear whether Relator’s improper access to protected materials informed his baiting. For instance, the Second Tranche includes several photographs with August 25, 2021 time-stamps, the same date on which Relator initiated a conversation with a co-worker that is now featured prominently in the Government’s complaint, albeit lacking critical context. Specifically, the Government’s Complaint alleges that a “Mr. Kinkead” at eHealth was asked by a “colleague” (purportedly in an organic conversation): “[c]an’t we just say the money is for whatever and then we avoid the scrutiny? Like say it’s for training or some bullshit whatever[.]” ECF No. 41 ¶ 301. The Government, however, omits that this conversation occurred on August 25, 2021, and the unnamed “colleague” was *Relator*, Andrew Shea. Ex. E. In fact, in the full chat, which the Government does not include in or attach to the Complaint, when Relator first attempts to elicit a statement from Mr. Kinkead, Mr. Kinkead responds “I’m not sure I follow.” *Id.* at 1. So, Relator tries again by feigning ignorance with leading questions (“Is it OK to pay the money based on per policy production? That’s a genuine question ... I don’t know the answer” and “isn’t a lot just the old fashioned ‘I give you a few bucks, you send me a few more apps’ kind of thing?”), and when Relator still does not get the answer he is looking for, only then does Relator urge Mr. Kinkead to agree, “[c]an’t we just say it’s for ... some bullshit.” *Id.* at 1–2.

Yesterday, Relator’s counsel provided a third tranche of materials that Relator took from eHealth prior to separating from the company (“Third Tranche”). Hafer Decl. ¶ 8. The Third Tranche consisted of several documents merged into a 21-page PDF file. *Id.* eHealth’s understanding is that the materials in the Third Tranche, like those in the First Tranche, were reviewed by Relator’s counsel. *Id.* Upon initial review, the Third Tranche includes privileged communications with in-house attorneys at eHealth regarding the subject of this litigation. It is unclear when Relator came into possession of these materials; when Relator’s counsel became aware of these materials; what steps were taken, if any, to prevent Relator’s and Relator’s counsel’s access to these materials from tainting the case; and why these materials were not included in the First or Second Tranches (both of which were sent over a month earlier). It is also not clear how many more potentially privileged (and other) files remain in Relator’s possession that have not yet been provided to eHealth.

ARGUMENT

Courts typically defer discovery while a motion to dismiss is pending and prior to a Federal Rule of Civil Procedure 26(f) conference, but may order expedited discovery, including depositions, for “good cause.” *See Jimenez v. Nielsen*, 326 F.R.D. 357, 361 (D. Mass. 2018); Fed. R. Civ. P. 26(d)(1); *id.* 30(a)(2)(A)(iii). Although the “First Circuit has not articulated what constitutes good cause for expedited discovery, ... multiple courts ... have adopted the reasonableness standard from *Momenta Pharms.*, 765 F. Supp. 2d 87, 88 (D. Mass. 2011).” *KPM Analytics N. Am. v. Blue Sun Sci., LLC*, 540 F. Supp. 3d 145, 146 (D. Mass. 2021). Under that standard, good cause “exists if the request is reasonable in light of all the circumstances, when considering the purpose ..., the ability of the discovery to preclude demonstrated irreparable harm,

the plaintiff's likelihood of success on the merits, the burden of discovery on the defendant, and the degree of prematurity." *Id.* (cleaned up). Courts have allowed early discovery "in a variety of circumstances." *Patrick Collins, Inc. v. Doe*, 286 F.R.D. 160, 163 (D. Mass. 2012).

This Court should grant this motion and authorize early discovery, for several reasons.

A. This Court Should Permit eHealth to Take an Early Deposition of Relator

1. eHealth must learn whether and to what extent Relator's unauthorized access to protected materials has tainted this case. It is by now clear that Relator, in violation of eHealth's policies, took photographs of communications with in-house attorneys about the subject-matter of this litigation and materials referenced in Relator's pleadings. But it is unclear exactly when Relator's counsel became aware of the materials; what steps, if any, were taken to prevent the files from tainting their or the Government's case; whether Relator collected the materials at the direction of counsel; and how Relator—a non-attorney—conducted a privilege review. It is also not clear why Relator's counsel did not bring this matter to eHealth's or (as far as eHealth can tell) the Court's attention until over four years after it appears that Relator came into possession of the files, almost six months after the case was unsealed, and months into briefing on the motions to dismiss. See Gregg Shapiro, *What to Do When a Whistleblower is an Attorney, or the Whistleblower Provides Counsel with Potentially Privileged Documents* (Mar. 15, 2023), <https://perma.cc/B2LS-VXDS> ("Shapiro Blog") ("Once the case is out from under seal, relator's counsel should promptly work with defense counsel...." (emphasis added)); *In re Examination of Privilege Claims*, 2016 WL 11164791, at *1 (W.D. Wash. May 20, 2016) (noting that potentially privileged documents in a relator's possession were brought to the court's attention "while the government was still considering whether to intervene").

eHealth needs to probe these issues quickly. That is so because assertions of privilege and work-product protection must be made “expeditiously.” *Hache v. AIG Claims, Inc.*, 607 F. Supp. 3d 100, 116 (D. Mass. 2022) (quotation marks omitted). It is doubly so because—without a prompt deposition—the issue may compound. Once an adverse party gains access to protected materials, it is hard to pinpoint all the ways in which the access may influence the party’s strategy and prejudice the party whose protections have been invaded. *Cf. United States v. Levy*, 577 F.2d 200, 208 (3d Cir. 1978) (noting uncertainty “as to how the government’s knowledge of any part of the defense strategy might benefit the government in its further investigation of the case, in the subtle process of pretrial discussion with potential witnesses, in the selection of jurors, or in the dynamics of trial”). Without further inquiry here, (a) it is possible that Relator’s counsel and the Government may unknowingly act on information that came from Relator’s access to protected materials, and (b) it will be difficult to know what steps are needed, if any, to prevent additional disclosures from worsening any taint.⁴

Depending on the scope and severity of the problem, additional remedies may be required. *See, e.g., Jackson v. Microsoft Corp.*, 211 F.R.D. 423, 431 (W.D. Wa. 2002) (“Plaintiff’s secretive behavior and clear reliance on the stolen documents ... only makes dismissal more appropriate.”); *Perna v. Electronic Data Systems, Corp.*, 916 F. Supp. 388, 403 (D.N.J. 1995) (dismissing where the “evidence clearly demonstrates a deliberate, willful and intentional act on behalf of [the

⁴ For example, several of the materials in Relator’s possession are communications with eHealth’s in-house attorneys regarding the subject matter of this case. Unlike a relator who passively obtains protected materials by downloading a large undifferentiated batch of electronic files, Relator here read each file, determined that it was relevant and helpful to his case, and took a photograph. It is entirely possible that exposure to privileged materials influenced Relator’s discussions with his counsel and—assuming that Relator’s counsel and the Government have been in contact the last four years—influenced the Government’s investigation and decision to intervene.

claimant] to gain unauthorized access to his adversar[y's] documents”); *United States ex rel. Frazier v. IASIS Healthcare Corp.*, 2012 WL 130332, at *15 (D. Ariz. 2012) (disqualifying relator’s counsel for “withholding [defendant’s] documents and failing to seek either a court ruling while the case was sealed or failing to contact [defendant] after the seal was lifted”); *State ex rel. Rogers v. Bancorp Bank*, 307 A.3d 360, 384–86 (Del. Super. Ct. 2023) (disqualifying relator’s counsel “to protect the integrity of the ... proceedings” and taking into account the fact that the state intervenor there had not “received[] any of the privileged documents at issue”); *United States ex rel. Hartpence v. Kinetic Concepts, Inc.*, 2013 WL 2278122, at *2–3 (C.D. Cal. May 20, 2013) (similar where relator’s counsel failed, among other things, to “consult[] the court about what to do about privilege issues”; noting that the at-issue materials were not “considered in the government’s investigation”); *Clark v. Superior Ct.*, 196 Cal. App. 4th 37, 54 (Cal. Ct. App. 2011) (affirming disqualification as a “prophylactic, not punitive” remedy to “preserve the integrity of the judicial proceedings” (quotation marks omitted)).

2. Invasions of privilege and work-product protection are highly prejudicial. *See, e.g., United States v. Korf*, 11 F.4th 1235, 1247 (11th Cir. 2021) (per curiam) (“Once [an opposing party] improperly reviews privileged materials, the damage to the [privilege holder’s] interests is definitive and complete.” (quotation marks omitted)); *United States v. DeCologero*, 530 F.3d 36, 64 (1st Cir. 2008) (holding that once a defendant in a criminal case shows that the government has intruded on the attorney-client relationship, “[t]he burden then shifts to the government to show that the defendant was not prejudiced; that burden is a demanding one”).

3. The deposition would not meaningfully burden Relator or the Government. Rather than seeking broader leave to serve interrogatories, requests for production, and/or an evidentiary hearing, eHealth is seeking a targeted deposition and one specific document discussed *infra*. *See,*

e.g., *KPM Analytics N. Am.*, 540 F. Supp. 3d at 147 (granting motion for expedited discovery and authorizing “ten requests for production” and “three depositions”); *Jimenez*, 326 F.R.D. at 362 (finding no “unfair or undue burden” imposed by the request for expedited depositions); *cf. United States v. Regeneron Pharm., Inc.*, 20-CV-11217, ECF No. 281 at 2–3 (D. Mass. Apr. 21, 2023) (noting False Claims Act defendants had the chance to depose individual regarding “unauthorized” possession of files); *Regeneron Pharm., Inc.*, 20-CV-11217, ECF No. 169-18 (D. Mass. May 26, 2022) (deposition transcript). That this deposition would be limited in scope would further reduce any burden on Relator or the Government.

4. An early deposition on this issue is ultimately in the interest of all parties and the integrity of the judicial process. If there is a taint, it should be stamped out immediately. If not, then perhaps the best way to put the matter to rest is with a deposition.

5. Because the requested deposition would focus on issues separate from the merits of this litigation, eHealth requests that this deposition not be counted toward the time limit or one-deposition-per-deponent limit set forth in Federal Rule of Civil Procedure 30. *See* Fed. R. Civ. P. 30(d)(1) (stating depositions are “limited to 1 day of 7 hours” “[u]nless otherwise ... ordered by the court”); *id.* 30(a)(2)(ii) (leave of court is required if the “deponent has already been deposed in the case”); *see also United States ex rel. Ferris v. Afognak Native Corp.*, 15-CV-0150, ECF No. 199 at 13–14 (D. Alaska Sept. 13, 2016) (“*Afognak Native Order*”) (granting leave to depose relator regarding unauthorized access to privileged materials “without forfeiting their right to take another deposition of relator as to other issues later on”); *cf. also In re Telexfree Sec. Litig.*, 2024 WL 2306195, at *2–3 (D. Mass. May 21, 2024) (granting leave to take deposition for fourteen hours instead of seven); *Le v. Diligence, Inc.*, 312 F.R.D. 245, 248 (D. Mass. 2015) (granting leave to re-depose the same individual).

6. This motion seeks leave to conduct an early deposition of Relator; it does not seek a ruling preemptively addressing how the deposition is to be conducted. It is likely that a deposition addressing unauthorized access to privileged materials will require the parties to deploy redactions or other tools to preserve eHealth's privilege. *Cf.* Shapiro Blog (suggesting that one "approach is to hire filter counsel" to "help to avoid any privilege missteps"). If leave were granted, eHealth would confer with counsel for both Relator and the Government on the mechanics of the deposition. For now, however, the only issue presented by eHealth's motion is whether to permit a deposition. *See, e.g., Afognak Native Order* at 13 (granting motion to "compel relator to appear at a deposition regarding the receipt, use, and disclosure of ... privileged documents" and not addressing the mechanics of the deposition).

B. This Court Should Compel Relator to Produce its Disclosure Statement

1. For similar reasons, this Court should compel Relator to produce the "written disclosure" that all False Claims Act relators provide to the Government. When a relator initiates a False Claims Act case, the relator must provide a "written disclosure of substantially all material evidence and information the person possesses" to the Government. 31 U.S.C. § 3730(b)(2). These disclosure statements can be discoverable. *See, e.g., United States ex rel. Burns v. A.D. Roe Co.*, 904 F. Supp. 592, 593 (W.D. Ky. 1995) ("Nothing in the statute mandates, or even suggests, that these statements are privileged."); *United States ex rel. Robinson v. Northrop Corp.*, 824 F. Supp. 830, 839 (N.D. Ill. 1993) (compelling production of disclosure statement); *cf. also United States v. Pfizer, Inc.*, 188 F. Supp. 3d 122, 136 (D. Mass. 2016) (noting court "granted ... motion to compel" production of "disclosure statements" made under 31 U.S.C. § 3730(e)(4)). Here, reviewing Relator's disclosure statement will be an important step in determining whether and when Relator revealed eHealth's protected materials to the Government.

2. If Relator objects that the written disclosure is protected work product, this Court can—if it deems necessary—“examine the disclosure statement *in camera* to determine whether it can be produced in full, in part, or at all.” *United States ex rel. O’Laughlin v. Radiation Therapy Servs. P.S.C.*, 2023 WL 12007336, at *5 (E.D. Ky. July 27, 2023).

CONCLUSION

eHealth respectfully requests that this Court:

- A. Grant this motion;
- B. Permit eHealth to take an early deposition of Relator concerning his possession of material protected by eHealth’s attorney-client privilege and the work-product doctrine, without counting toward the time limit or one-deposition-per-deponent limit set forth in Federal Rule of Civil Procedure 30;
- C. Compel Relator to produce to eHealth the “written disclosure” statement(s) that Relator provided to the Government pursuant to 31 U.S.C. § 3730(b)(2); and
- D. To the extent this Court finds necessary, lift the stay on proceedings related to Relator’s claims entered by this Court (ECF No. 111) for the limited purpose of facilitating the foregoing relief.

Dated: December 9, 2025

Respectfully submitted,

/s/ Zachary R. Hafer

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served upon all counsel of record via ECF on December 9, 2025.

/s/ Zachary R. Hafer
Zachary R. Hafer

CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 7.1

Pursuant to Local Rule 7.1(a)(2), I hereby certify that movants' counsel conferred with counsel for Relator and the Government in good faith to resolve or narrow the issues presented by this motion. Undersigned counsel conferred with counsel for Relator and the Government by email, by phone, and by video conference. The Government has advised that it opposes this motion. Relator's counsel advised that he does not assent to this motion and proposed that Relator provide answers to interrogatories in lieu of sitting for a deposition or producing the disclosure statement. eHealth is open to receiving written information from Relator's counsel to help focus and streamline a deposition, in addition to the deposition and disclosure statement. However, the interrogatory process is, standing alone, certain to be costlier, more time-consuming, and less probative than a deposition and the disclosure statement.

/s/ Zachary R. Hafer
Zachary R. Hafer

UNITED STATES DISTRICT COURT
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UNITED STATES OF AMERICA <i>ex rel.</i>)	
ANDREW SHEA,)	
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v.)	
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eHEALTH, Inc., <i>et al.</i> ,)	
)	
<i>Defendants.</i>)	

**DECLARATION OF ZACHARY R. HAFER IN SUPPORT OF
MOTION FOR LEAVE TO CONDUCT LIMITED DISCOVERY REGARDING
RELATOR’S UNAUTHORIZED POSSESSION OF PROTECTED MATERIALS**

I, Zachary R. Hafer, declare as follows:

1. I am an attorney licensed to practice law and in good standing with the Bar of the States of Massachusetts and New York. I am a partner at the law firm of Simpson Thacher & Bartlett LLP, which is counsel for Defendants eHealth Inc. and eHealthInsurance Services, Inc. (together, “eHealth”) in the above-captioned matter. I respectfully submit this declaration in support of eHealth’s contemporaneously filed motion for leave to conduct limited early discovery regarding the relator Andrew Shea’s (“Relator”) unauthorized possession of protected materials. The following is based on my personal knowledge and understanding.

2. Attached as **Exhibit A** is a true and correct copy of eHealth’s Proprietary Information and Inventions Agreement, signed by Relator on or around December 1, 2016.

3. Attached as **Exhibit B** is a true and correct copy of eHealth’s Employee Handbook, dated July 22, 2013.

4. Attached as **Exhibit C** is a true and correct copy of Relator's Handbook Acknowledgment Form, signed by Relator on or around January 9, 2017.

5. On October 24, 2025, Relator's counsel, Gregg Shapiro of Gregg Shapiro Law, LLC, contacted me by telephone and stated that Relator possessed materials that were potentially protected by eHealth's attorney-client privilege or the work-product doctrine.

6. Attached as **Exhibit D** is a true and correct copy of an email chain between me and Relator's counsel, with the earliest email in the chain dated October 24, 2025, and the latest email in the chain dated November 10, 2025.

7. Attached as **Exhibit E** is a true and correct copy of a "Teams" chat between Andrew Shea and William Kinkead dated August 25, 2021, which eHealth produced to the Government in the investigation underlying this litigation at EHEALTH_00025872.

8. On December 8, 2025, at or around 5:09 p.m. ET, undersigned counsel received an email from Relator's counsel, Gregg Shapiro, transmitting what appeared to be several separate documents merged into a single 21-page PDF file. My understanding from Relator's counsel is that Relator's counsel has read the contents of the 21-page PDF file and believes they are potentially protected by the attorney-client privilege or work-product doctrine.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 9th day of December,
in Boston, Massachusetts.



Zachary R. Hafer

EXHIBIT A

eHealth

**eHealthInsurance Services, Inc.
PROPRIETARY INFORMATION AND
INVENTIONS AGREEMENT**

As a condition of my employment with eHealthInsurance Services, Inc., its subsidiaries, affiliates, successors or assigns (together the “Company”), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

1. *Confidentiality.*

A. *Company Information.* I agree at all times during my employment with the Company and thereafter, to hold in the strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the CEO or the Board of Directors of the Company, any Company Confidential Information. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment will lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that “**Company Confidential Information**” means any non-public information that relates to the actual or anticipated business, research or development of the Company, or to the Company’s technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding the Company’s products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), contact information and other personally identifiable information of consumers and customers, software, developments, inventions, processes, marketing requirement documents, specifications, data and reports (including but not limited to those relating to marketing campaigns, partners, and website performance), formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances and other business information; provided, however, that Company Confidential Information does not include any of the foregoing items to the extent the same have become publicly known and made generally available through no wrongful act of mine or of others.

B. *Former Employer Information.* I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or concurrent employer or other person or entity. I further agree that I will not bring onto the premises of the Company or transfer onto the Company’s technology systems any unpublished document, proprietary information or trade secrets belonging to any such employer, person or entity unless consented to in writing by both Company and such employer, person or entity.

C. *Third Party Information.* I recognize that the Company may have received and in the future may receive from third parties associated with the Company, e.g., the Company’s customers, suppliers, licensors, licensees, partners, or collaborators (“**Associated Third Parties**”) their confidential or proprietary information (“**Associated Third Party Confidential**

Information”). By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, to hold in the strictest confidence, and not to use or to disclose to any person, firm or corporation any Associated Third Party Confidential Information, except as necessary in carrying out my work for the Company consistent with the Company’s agreement with such Associated Third Parties. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information during my employment will lead to disciplinary action, up to and including immediate termination and legal action by the Company.

2. *Inventions.*

A. *Inventions Retained and Licensed.* I have attached hereto as Exhibit A, a list describing all inventions, discoveries, original works of authorship, developments, improvements, and trade secrets, which were conceived in whole or in part by me prior to my employment with the Company to which I have any right, title or interest, which are subject to California Labor Code Section 2870 attached hereto as Exhibit B, and which relate to the Company’s proposed business, products, or research and development (“**Prior Inventions**”); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that the inclusion of any Prior Inventions from Exhibit A of this Agreement will not materially affect my ability to perform all obligations under this Agreement. If, in the course of my employment with the Company, I incorporate into or use in connection with any product, process, service, technology or other work by or on behalf of Company any Prior Invention, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, and sell such Prior Invention as part of or in connection with such product, process, service, technology or other work and to practice any method related thereto.

B. *Assignment of Inventions.* I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of Company’s equipment, supplies, facilities, or Company Confidential Information, except as provided in Section 2.E below (collectively referred to as “**Inventions**”). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company’s sole discretion and for the Company’s sole benefit and that no royalty or other consideration will be due to me as a result of the Company’s efforts to commercialize or market any such Inventions.

C. *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. The records are and will be available to and remain the sole property of the Company at all times.

D. *Patent and Copyright Registrations.* I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions and any rights relating thereto, and testifying in a suit or other proceeding relating to such Inventions and any rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering such Inventions, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by me.

E. *Exception to Assignments.* I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B). I will advise the Company promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 and not otherwise disclosed on Exhibit A.

3. *Conflicting Employment.*

A. *Current Obligations.* I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. *Prior Relationships.* Without limiting Section 3.A, I represent that I have no other agreements, relationships or commitments to any other person or entity that conflict with my obligations to the Company under this Agreement or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of

my computers, cell phones, electronic devices and documents), I have returned all property and confidential information belonging to all prior employers. Moreover, in the event that the Company or any of its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor or successor corporations, or assigns is sued based on any obligation or agreement to which I am a party or am bound, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by the Company (the indemnitee) in the event that it is the subject of any legal action resulting from any breach of my obligations under this Agreement, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action.

4. *Returning Company Documents.* Upon separation from employment with the Company or on demand by the Company during my employment, I will immediately deliver to the Company, and will not keep in my possession, recreate or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, customer information, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, photographs, charts, all documents and property, and reproductions of any of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to Section 2.C. I also consent to an exit interview to confirm my compliance with this Section 4.

5. *Notification of New Employer.* In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

6. *Solicitation of Employees.* I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether voluntary or involuntary, with or without cause, I shall not either directly or indirectly solicit any of the Company's employees to leave their employment, or attempt to solicit employees of the Company, either for myself or for any other person or entity.

7. *Representations.* I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

8. *Information on Company Systems.* I acknowledge that I have no reasonable expectation of privacy in any items or system used to conduct the business of the company, including but not limited to computers, technology systems, email, handheld devices, telephones, voicemail systems, documents, desks and workstations. As such, the Company has the right to audit and search all such

items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized or non-compliant applications to the Company's technology systems and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or web sites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's property, documents and the Internet, email, telephone and technology systems to which I will have access in connection with my employment.

9. *General Provisions.*

A. *At Will Employment.* I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I also understand that any representation to the contrary is unauthorized and not valid unless it is in a writing signed by the CEO of the Company. Accordingly, I acknowledge that my employment relationship may be terminated at any time, with or without notice, with or without good cause and for any reason, at my option or at the option of the Company.

B. *Compliance with Company Policies.* I understand that I am obligated to comply with all Company policies distributed to employees, posted on the Company intranet, or otherwise promulgated by the Company. I understand that my violation of any Company policy may result in disciplinary action, up to and including termination of employment.

C. *Governing Law; Consent to Personal Jurisdiction.* This Agreement will be governed by the laws of the State of California without giving effect to any choice of law rules or principles that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Santa Clara County, California for any lawsuit filed against me by the Company.

D. *Entire Agreement.* This Agreement, together with the Exhibits herein, sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes all prior discussions or representations between us including, but not limited to, any representations made during my interview(s) or relocation negotiations, whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the CEO of the Company and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

E. *Severability.* If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

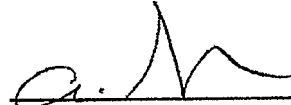
F. *Successors and Assigns.* This Agreement will be binding upon my heirs, executors, assigns, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. There are no intended third party beneficiaries to this Agreement except as expressly stated.

F. *Waiver.* Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. *Survivorship.* The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

H. *Signatures.* This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

Date: 12/1/16


Signature

ANDREW SHEA
Name of Employee (typed or printed)

Exhibit A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

Title	Date	Identifying Number or Brief Description
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No inventions or improvements

Additional Sheets Attached

Signature of Employee: 

Print Name of Employee: ANDREW

Date: 12/1/16

Exhibit B

**CALIFORNIA LABOR CODE SECTION 2870
INVENTION ON OWN TIME-EXEMPTION FROM AGREEMENT**

“(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.”

EXHIBIT B

eHealth

Employee Handbook

Table of Contents

<u>WELCOME TO THE COMPANY</u>	1
<u>A WORD FROM THE LEGAL DEPARTMENT</u>	2
<u>EMPLOYEE RELATIONS</u>	3
<u>The Company's Philosophy Statement</u>	3
<u>Equal Employment Opportunity</u>	3
<u>Policy Against Sexual Harassment And Other Workplace Harassment</u>	3
<u>INTELLECTUAL PROPERTY AND COMPANY RESOURCES</u>	
<u>Confidentiality</u>	5
<u>Conflicts of Interest</u>	5
<u>Outside Employment</u>	6
<u>Internet and Electronic Communications Policy</u>	6
<u>Telephone Monitoring</u>	9
<u>Company Property</u>	9
<u>Guidelines for Employee Conduct</u>	10
<u>Employment of Relatives</u>	10
<u>Visitors</u>	11
<u>THE EMPLOYMENT RELATIONSHIP</u>	12
<u>At Will Employment Relationship</u>	12
<u>The Beginning of the Relationship</u>	12
<u>The Offer Letter</u>	12
<u>Employment Categories</u>	12
<u>Employee Referral Program</u>	13
<u>Personnel Data</u>	13
<u>Immigration Law Rules</u>	14
<u>The Ongoing Relationship</u>	14
<u>Work Schedule</u>	14
<u>Attendance and Punctuality</u>	14
<u>Solicitation Policy</u>	15
<u>Time Cards and Overtime</u>	16
<u>Make Up Time</u>	16
<u>Pay Days</u>	17
<u>Wage Complaints</u>	17
<u>Performance Evaluations</u>	17
<u>Promotions and Transfers</u>	18
<u>Access to Personnel Files</u>	18
<u>Dress & Grooming Standards</u>	18

<u>Children in the Workplace</u>	18
<u>Professional Development</u>	19
<u>Recreational Activities</u>	19
<u>The End of the Relationship</u>	19
<u>Separation from the Company</u>	19
<u>Return of Company Property</u>	19
<u>References</u>	20
<u>EMPLOYEE BENEFIT PROGRAMS</u>	21
<u>Personal Time Off (PTO)</u>	21
<u>Holiday Policy</u>	22
<u>Health Insurance Benefits</u>	23
<u>401(k) Savings Plan</u>	23
<u>LEAVES OF ABSENCE</u>	25
<u>Family and Medical Leaves</u>	26
<u>Personal Leaves</u>	29
<u>Jury & Witness Duty</u>	30
<u>Bereavement</u>	30
<u>SAFETY AND OTHER COMPANY POLICIES</u>	34
<u>Safety</u>	
<u>Statement Against Violence in the Workplace</u>	34
<u>Drug and Alcohol Use</u>	35
<u>Smoke Free Workplace</u>	35
<u>Access Cards</u>	36
<u>Pets (and Other Animals)</u>	36
<u>Bulletin Boards</u>	36

WELCOME TO THE COMPANY

We are pleased to welcome you to eHealthInsurance Services, Inc. (“eHealth” or the “Company”). We hope that you will find eHealth a rewarding and exciting place and that you will be both challenged and satisfied in your work here. We strive to put our employees first because you are our most valuable asset.

This handbook is provided for you to use as a ready reference and as a summary of our personnel policies, practices and benefits. Employees must also comply with any other Company policies that may not be contained within this handbook. Please understand that this handbook only highlights these policies for your personal education; it is not a legal document. Circumstances may require that the policies, practices, and benefits described in this handbook be modified from time to time. Consequently, the Company reserves the right to amend, supplement or rescind any provision of this handbook, other than our irrevocable employment-at-will provision, at any time, with or without notice.

Again, welcome to eHealth. We take seriously our commitment to building a strong, cohesive and well-rounded team and are excited that you are a part of it.

A WORD FROM THE LEGAL DEPARTMENT

THIS HANDBOOK APPLIES TO ALL UNITED STATES EMPLOYEES. THIS HANDBOOK CANNOT ANTICIPATE EVERY SITUATION AND IT IS NOT INTENDED TO ANSWER EVERY QUESTION ABOUT YOUR EMPLOYMENT. IT IS NOT AN EMPLOYMENT CONTRACT AND DOES NOT CREATE CONTRACTUAL RIGHTS OR OBLIGATIONS OF ANY KIND.

TO RETAIN NECESSARY FLEXIBILITY IN THE ADMINISTRATION OF POLICIES AND PROCEDURES, THE COMPANY RESERVES THE RIGHT TO CHANGE, REVISE, OR ELIMINATE ANY OF THE POLICIES AND/OR BENEFITS DESCRIBED IN THIS HANDBOOK, EXCEPT THE EMPLOYMENT-AT-WILL POLICY, AT ANY TIME, WITH OR WITHOUT NOTICE.

THE COMPANY WILL USE BEST EFFORTS TO DISTRIBUTE UPDATED POLICIES TO EMPLOYEES. UPDATED POLICIES WILL ALSO BE POSTED ON THE HUMAN RESOURCES PAGE OF THE COMPANY'S INTRANET. IT IS YOUR RESPONSIBILITY TO PERIODICALLY REVIEW AND COMPLY WITH ALL POLICIES DISTRIBUTED TO YOU AND/OR POSTED ON THE INTRANET. ALL POLICIES AND UPDATES ARE EFFECTIVE AS OF THE DATE THEY ARE DISTRIBUTED AND/OR POSTED ON THE INTRANET.

ALL COMPANY POLICIES WILL BE INTERPRETED AND APPLIED IN ACCORDANCE WITH APPLICABLE LAW, AND TO THE EXTENT THAT ANY POLICY CONFLICTS WITH SUCH A LAW, THE LAW WILL CONTROL OVER THE POLICY. FURTHER, THE COMPANY RETAINS ALL AVAILABLE RIGHTS AND DEFENSES UNDER APPLICABLE LAW, WHETHER OR NOT SPECIFICALLY SET FORTH IN THIS HANDBOOK.

EMPLOYEE RELATIONS

The Company's Philosophy Statement

Employees are valuable to eHealth. We believe that the working conditions, wages and benefits offered by the Company are competitive with those offered by other employers. We desire to maintain this competitiveness in order to attract and retain the best and most qualified employees. We expect open communication among all employees in order to benefit from each individual's knowledge, perspective, background and ideas. If you have comments, concerns or suggestions about any aspect of your employment with the Company, you are encouraged to voice them openly and directly to your supervisor or the Human Resources Department.

Equal Employment Opportunity

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to place the best available person in every job.

Our Company is committed to a policy that prohibits unlawful discrimination based on race, color, religion, sex, pregnancy, age, marital status, sexual orientation, national origin, ancestry, physical or mental disability, medical condition, or any other classification or characteristic that is protected by federal, state or local laws. Further, the Company will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified individual, unless undue hardship would result.

If you believe you have been subjected to or have witnessed any form of discrimination, please report it immediately to your direct supervisor or the Human Resources Department. Your report should be in writing and should describe the specific incident in detail, including the names of all individuals involved and any witnesses. The Company will immediately and thoroughly investigate all reports received.

If the Company determines that a violation of this policy has occurred, appropriate action will be taken. Because the Company values its policy against discrimination and encourages reporting of inappropriate behavior, the Company strictly prohibits any discrimination, retaliation or harassment in the terms and conditions of employment against any person who makes a report in good faith under this policy.

Policy Against Sexual Harassment And Other Workplace Harassment

eHealth is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the Company maintains a strict policy prohibiting all forms of unlawful harassment, including sexual harassment and harassment based on race, color, religion, national origin, age, sexual orientation, gender identity or any other characteristic protected by state or federal law. This policy applies to all agents and employees of the Company, including

supervisors and non-supervisory employees, and prohibits harassment of employees in the workplace by any person, including non-employees. Furthermore, this policy prohibits unlawful harassment in any form, including verbal, physical and visual harassment. It also prohibits retaliation of any kind against individuals who file complaints in good faith or who assist in a Company investigation.

Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either (1) submission to such conduct is made an explicit or implicit term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Individuals who violate this policy are subject to discipline up to and including the possibility of immediate termination.

Unlawful harassment may take many forms, including:

- Verbal conduct, such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations or comments.
- Visual conduct, such as derogatory posters, cartoons, drawings or gestures.
- Physical conduct, such as assault, blocking normal movement, or interference with work directed at an employee because of the employee's sex or other protected characteristic.
- Threats and demands to submit to sexual requests in order to keep one's job or avoid some other loss, and offers of job benefits in return for sexual favors.
- Retaliation for having reported unlawful harassment.

Any employee or other person who believes he or she has been harassed by a co-worker, supervisor, or agent of the Company should promptly report the facts of the incident or incidents and the names of the individuals involved to his or her supervisor or, in the alternative, to the Human Resources Department. It is the responsibility of each employee immediately to report any violation or suspected violation of this policy to one or more of the individuals identified above.

Supervisors should immediately report any incidents of harassment to the Human Resources Department. The Human Resources Department will investigate all such claims and take appropriate corrective action, including disciplinary action, when it is warranted. Employees should feel free to report valid claims without fear of retaliation of any kind. Employees will not be subject to retaliation for registering any complaint of unlawful harassment in good faith.

All employees have a personal responsibility to conduct themselves in compliance with this Policy Against Sexual Harassment And Other Workplace Harassment and to report any

observations of conduct inconsistent with this policy. If you have any questions concerning this policy, please contact the Human Resources Department.

Confidentiality

All creations, inventions, materials, products, designs, plans, ideas and data of the Company are the exclusive property of the Company and, in some cases, are confidential and proprietary to the Company. Such confidential information may only be disclosed to third parties under a license or non-disclosure agreement which protects the confidential information and/or trade secrets of the Company. In turn, the Company respects the proprietary and confidential information of other companies and requires all employees to treat such information with the same level of care and degree of privacy as they would the Company's own confidential and proprietary information.

All employees must sign a Proprietary Information and Inventions Agreement which further explains the Company's trade secret and confidentiality policy. By signing this Agreement, you agree to be bound by the Company's confidentiality policy. Any unauthorized or improper transfer of material or disclosure of information, whether belonging to the Company or any other company, constitutes improper and unacceptable conduct. Any employee who participates in, encourages or facilitates such action will be subject to disciplinary action, up to and including termination.

Conflicts of Interest

The Company knows that a company can only be truly successful through the diligence and loyalty of its employees. Therefore, we hope that each employee will put the best interests of the Company at the forefront of any work-related activity or decision and will scrupulously avoid conflicts of interest. The Company prohibits conduct or activities which create any actual or potential conflict of interest.

The Company anticipates that you will use your best judgment in determining whether a conflict exists and then will avoid situations where there is or could be a conflict. Some examples of conflicts include activity that is inconsistent with the Company's best interests, that harms a relationship with any customer or potential customer, or that interferes with a current or potential contract relationship. It also includes any situation where, without proper authorization, you might be required or tempted to disclose, or do disclose, any trade secret, confidential or proprietary information or intellectual property of the Company.

If you have any questions regarding activity which may create a conflict of interest, please discuss the situation immediately with your supervisor or the Human Resources Department. The Company reserves the right to determine when actual or potential conflicts of interest exist, and then to take any action, which in the sole judgment of the Company, is needed to prevent the conflict from continuing. Such action may include, but is not limited to, disciplinary action up to and including the possibility of termination.

Outside Employment

The Company wants you to devote your full time and best efforts to pursuing and advancing Company interests during your regular work hours and still have time to rest and relax between working days. Additionally, you may sometimes be required to work or be available to work beyond regular business hours. Therefore, the Company discourages outside employment.

If you wish to continue existing outside employment or begin a new outside employment relationship, you must obtain the prior approval of your supervisor. If your outside employment is initially approved, you may be asked to terminate such outside employment if it interferes with your performance or your ability to meet the job requirements of the Company. Outside employment with a competitor of the Company, or employment that creates a real or potential conflict of interest, is strictly prohibited.

Internet and Electronic Communications Policy

The Company has expended significant resources to provide computers and other electronic devices for the purpose of promoting its legitimate business interests. In order to ensure that all individuals who use the Company's computers and resources do so in a lawful, ethical, and proper manner, the Company has established this Internet and Electronic Communications Policy. The policy recognizes that individuals who use the Company's computers may have access to the Internet and are able to transmit electronic communications (including but not limited to e-mail) with the use of computers and electronic devices.

The Company's Communications Systems

This policy applies to the entire network of the Company's electronic Communications Systems. The term "Communications Systems" is intended to apply broadly to all of the various forms of electronic communication used by or in the Company. For example, it includes e-mail, instant messaging, connections to the Internet, World Wide Web, and other internal or external networks, voice mail, video conferencing, facsimiles, and telephones, as well as any other form of electronic communication used in or by the Company either now or in the future.

The Communications Systems are the sole and exclusive property of the Company. They are provided or made accessible by the Company solely for use in conducting the Company's business. Employees should understand that the Company reserves its property interest in all information, data and communications that are stored in, transmitted by, or received from or on the Communications Systems.

General Guidelines

The use of the Communications Systems is strictly restricted and subject to a number of rules that are designed to ensure compliance with the Company's legal obligations and the promotion of its business interests. In keeping with the purpose of the Communications Systems and the objectives of this policy, any individual who uses the Communications Systems must do so in a professional and appropriate manner that promotes the Company's business interests.

Individuals must therefore engage in and conduct all activities involving the use of the Communications Systems with the utmost care. Their actions should reflect the same sound judgment and level of responsibility that they would exercise when sending letters or memoranda that are written on the Company's letterhead.

Particular attention should be given to issues involving the use of the Internet and awareness that information posted on commercial online systems or the Internet creates the potential for broad distribution of and access to such information. Employees should also understand that it is not possible to guarantee complete security of electronic communications either within or outside the Company. It is therefore important that employees exercise care when sending or receiving sensitive, privileged, proprietary or confidential information electronically.

Specific Prohibitions

Any unlawful or otherwise inappropriate use of the Communications Systems is strictly prohibited and may result in severe disciplinary action, up to and possibly including immediate termination of employment. While it is not possible to provide an exhaustive list of every type of inappropriate use of the Communications Systems, the following examples should offer employees some guidance:

Prohibitions Against Harassment and Discrimination. The Company maintains strict policies against unlawful discrimination and harassment based on any characteristic protected by state or federal law. These anti-discrimination and anti-harassment policies apply to all employee conduct and extend to the use of the Communications Systems. For example, the Company strictly prohibits the use of the Communications Systems to create, send or deliver a message or information that is either harassing or offensive on the basis of any legally protected characteristic, such as race, color, religion, sex, national origin, ancestry, physical disability, mental disability, or age. This includes off-color, sexual or offensive information that involves or relates to such legally protected characteristics.

Prohibitions Against Offensive and Defamatory Conduct. The use of the Communications Systems to send, transmit, deliver, or invite the receipt of annoying, offensive, defamatory, derogatory or harassing messages or information is strictly prohibited.

Prohibitions Against Sexually-Suggestive Material. The use of the Communications Systems to disseminate, display, store, transmit, publish, solicit, or purposely receive any pornographic, obscene, or sexually suggestive or explicit material is strictly prohibited.

Prohibitions Against Gambling. The use of the Communications Systems to participate or engage, directly or indirectly, in any gambling activities or participate in games of chance or risk is strictly prohibited.

Trademark, Copyrights and Licenses. Individuals who use the Communications Systems must honor, respect, and comply with all laws and standards applicable to trademarks, copyrights, patents, and licenses to software and other on-line information. No individual may

download, upload or copy software or other copyrighted or legally protected information through the Communications Systems without the prior authorization of the Director of Information Technology.

Proprietary, Confidential and Trade Secret Information. Individuals who use the Communications Systems are strictly prohibited from altering, transmitting, copying, downloading, or removing any proprietary, confidential, trade secret or other information of any Company, proprietary software, or other files without proper and legally binding authorization.

Improper Purposes. Employees may not use or allow the Communications Systems to be used for any purpose that is either damaging to or competitive with the Company, detrimental to its interests, or that creates an actual, potential or apparent conflict of interest.

Unintended Recipients. No individual may read, record, copy or listen to messages and information delivered to another person's e-mail or voice mail mailboxes without proper authorization from the Director of Information Technology. If an individual receives an electronic communication and it is evident that the individual is not the intended recipient, the individual must immediately inform the sender of the fact and delete the message from his or her e-mail or voice mail mailbox.

Access and Disclosure

The Communications Systems are provided for the sole purpose of conducting the Company's business. All individuals should understand that the Company maintains its property interest with respect to the Communications Systems and all information stored in such systems, even for brief periods of time.

The Company must also maintain its ability to monitor and enforce this policy. To accomplish this objective, it must maintain the maximum right to gain access to all information and materials stored in or transmitted by any component of the Communications Systems. Individuals who use the Communications Systems should not maintain any expectation of privacy, either personal or otherwise, with respect to any information, materials, data, or matters stored in, created with or on, received by, delivered by, or sent over or to the Communications Systems. The Company reserves the right to gain access to all information in or on the Communications Systems, as well as information, material, data, and matters that have been transmitted or received with the aid of the Communications Systems. It may do so for any purpose, including but not limited to, its desire to protect the integrity of the Communications Systems from unauthorized or improper use and to monitor and enforce this policy. This can occur with or without prior notice to any employee, either before, during or after work.

The Company also reserves the right to delegate the authority to any individual to retrieve, monitor, access, copy, download, listen to or delete anything stored in, created or received by, delivered with the aid of, or sent over its Communications Systems without the permission or prior notice of any individual. The Company reserves the right to use and disclose any electronic communications and any information or material it obtains from its Communications Systems without the permission of, and without providing advance notice to, any individual. This right

includes the right to make disclosures to law enforcement officials.

Employee Responsibility

Every individual who is provided access to the Company's Communications Systems must comply fully with this policy. Individuals who have any questions about this policy should direct those questions to the Director of Information Technology. Employees are responsible to read, understand, and comply fully with all provisions of this policy.

Telephone Use and Monitoring

Company telephone lines are designated for business use. Employees must keep all personal phone calls to a minimum. Under no circumstances may an employee make or charge a long distance call to the Company unless it is work-related. Excessive use of the Company telephone for personal calls may result in disciplinary action, up to and including termination.

The Company may monitor telephone calls to ensure compliance with this policy as well as for other business reasons, including training and customer quality assurance. Employees should therefore assume that calls made or received on Company lines are not confidential.

Company Property

As an employee of the Company, you will be assigned a specific cubical, office or other individual workspace. You may personalize and customize this space, within reasonable limits, in order to make your working environment most comfortable for you. However, no expectation of privacy should be derived from the fact that you are assigned specific workspace and with respect to items brought onto Company property and/or stored in Company facilities. The Company reserves the right to inspect, with or without notice, all desks, drawers, cabinets, files, cubicles, offices, and other Company property or items stored on Company property in the discretion of management. Such inspections may be conducted when reasonably necessary to conduct Company business, to protect the proprietary or other business interests of the Company, to prevent criminal activity, to cooperate with law enforcement, or to promote or protect other business interests of the Company.

In addition, it may be necessary when the Company has a reasonable suspicion that a Company policy is being violated, that a search of an employee's personal vehicle, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property be conducted. The intent of the Company is not to inconvenience the employee, but protect the safety of all employees. Any person on the premises who refuses to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the building. All employees must cooperate in an inspection, and failure to do so will result in disciplinary action, up to and including termination.

Guidelines for Employee Conduct

Employee conduct should be directed primarily by good sense and adherence to the Company's basic tenets: integrity, respect for the individual, cooperation, and building a winning team. No set of policies can anticipate every instance when proper conduct might become an issue, so the Company relies on you to use your best judgment before acting in any given situation. The Company expects you to maintain the highest standards of ethical conduct in every business relationship -- with colleagues, customers, vendors and even our competitors. The Company expects employees to adhere to these standards whenever they are on Company property and/or conducting Company business (on or off Company property).

The following is a partial list of conduct that is unacceptable:

- theft or unauthorized removal or possession of the Company's property or a co-worker's property;
- fighting, threatening violence, or engaging in violence in the work place;
- excessive absenteeism or tardiness;
- unauthorized use of telephone, mail system or other Company equipment;
- unauthorized disclosure or use of business "secrets" or confidential information;
- harassment, in any manner, of fellow employees;
- use of drugs or alcohol in the workplace;
- dishonesty, falsification of any Company record;
- insubordination, failure to perform assigned duties or unsatisfactory performance;
- failure to comply with Company policies, procedures and practices;
- participation in a business in competition with the Company;
- possession of any type of weapons, explosives or other dangerous or unauthorized materials in the workplace; and
- any other activity that violates any Company policy.

The Company reserves the right to determine, on a case by case basis, in its sole discretion, the course of disciplinary action, if any, that will be taken in response to any misconduct. An employee's relationship with the Company may be terminated by the Company at any time without cause and with or without notice. If you have any questions or are unsure about how to respond in a specific situation, please contact the Human Resources Department.

Employment of Relatives

The Company permits the employment of more than one member of a family whether or not the persons concerned are in the same department. However, the Company recognizes that the appointment of two or more family members, especially within the same department, can lead to abuses and generate pressures and prejudice among colleagues. To guard against such conflicts, the following practices should be observed:

- Employees are welcome to refer relatives who are interested in working at the Company to the Human Resources Department. Employees must also disclose the relationship to the Human Resources Department. Employment decisions are based on each applicant's qualifications and work history. Company policies and procedures governing hiring practices must be followed.
- For purposes of this policy, "family member" will be determined by the Human Resources Department in its reasonable discretion. A "family member" includes, but is not necessarily limited to, an Employee's spouse, domestic partner, child, parent, brother, sister, grandparent, grandchild, step-child, , step-parent, step-sister, step-brother, in law, aunt, uncle, nephew, niece, cousin, brother-in-law, and sister-in-law, son-in-law and daughter-in-law.
- Employees are not permitted to participate or influence in any way the hiring, promotion, termination, compensation, performance evaluation or other employment decisions related to his or her family members. The Company also prohibits direct supervisor/subordinate relationships between family members. Any employee who makes an unauthorized offer of employment or a significant change in conditions of employment involving a family member assumes responsibility for any penalties, liabilities and expenses which may arise out of that action and may be subject to disciplinary action, up to and including termination.
- If current employees become related during employment, the employees' supervisor(s) and the Human Resource Department must be notified so that any potential conflict can be evaluated and resolved.

Visitors

Employees are responsible for all visitors they receive and, should remain with them throughout their visit. Visitors should sign the guest register in the front lobby upon first entering the building. Visitors are expected to adhere to all Company rules. Employees should not give a visitor access beyond the lobby area without the express consent of the visitor's eHealth contact.

THE EMPLOYMENT RELATIONSHIP

This section provides information you will need to know about the employment relationship between the Company and you.

At Will Employment Relationship

The Company anticipates a mutually beneficial relationship between the Company and each employee. Therefore, employment with the Company is at the will of each of the parties. This means that the employment relationship can be ended by either party at any time, with or without notice or cause. This arrangement extends to all terms and conditions of employment; thus, the Company may also discipline employees or alter the terms of employment at any time at its discretion, with or without cause or advance notice. This statement of the at will employment relationship is the entire agreement between the Company and employees as to the duration of employment. This agreement supersedes any prior or contemporaneous agreements, representations, understandings, or arrangements, whether written or unwritten regarding the duration of employment. This agreement cannot be modified without the express written agreement of the Chief Executive Officer of the Company.

The Beginning of the Relationship

The Offer Letter

Before starting work at the Company, you will receive a signed offer letter from the Company. You must sign the letter accepting the offer and return it to the Human Resources Department on or before your first day of work. You must also sign and return the Proprietary Information and Inventions Agreement, the Mutual Agreement to Arbitrate Claims, and other documents that may be included with your offer letter or new hire paperwork.

The offer letter will tell you whether you are a full time/part time, exempt/non-exempt employee as well as what benefits you are eligible for. The designation established by this offer letter may only be changed by the Company in writing; it cannot change automatically merely because the circumstances of your employment may change.

Employment Categories

Employment categories are necessary for administrative purposes, such as determining eligibility for benefits and overtime. Your employment category is not determined by your abilities, experience, or your value as an employee to the Company. A general overview of the categories of employees at the Company follows. It must be remembered that regardless of status, employment with the Company is strictly “at will” and can be ended by you or the Company at any time, with or without notice or cause.

Full-Time: Full-Time Employees are employees who are regularly scheduled to work at least thirty (30) hours per week. Generally, they are eligible for the Company’s full benefit package, subject to the terms, conditions, and limitations of each benefit program.

Part-Time: Part-Time Employees are employees who are regularly scheduled to work less than thirty (30) hours per week. Part-time employees receive all legally mandated benefits.

Temporary: Temporary Employees are employees who are hired for a particular project or a job of limited or indefinite duration. Temporary employees may be employed directly by the Company or by a third-party agency. Temporary employees retain that status until notified in writing of a change in their status, regardless of how often they are scheduled to work, how consistent that scheduling may be, or how long they remain employed by the Company. While temporary employees receive all legally mandated benefits, they are ineligible for other benefit programs.

Seasonal: Seasonal Employees are employees who are hired for seasonal or temporary projects for a pre-determined season, or pre-determined period of time. Seasonal employees are made aware of the limited duration of their employment when hired. Seasonal employees retain that status unless notified in writing of a change in their status. While seasonal employees receive all legally mandated benefits, they are ineligible for other benefit programs.

Independent Contractor: Independent Contractors (also referred to as “Consultants”) are persons or entities who perform services for the Company pursuant to a written agreement with the Company, and who are not employed by the Company. Independent Contractors retain that status until their agreement with the Company expires or is terminated, regardless of how often they perform services for the Company or the duration of those services. Independent Contractors are not eligible for any benefit programs.

Exempt Employees: Exempt employees are employees who are classified by the company as exempt from the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws. Such employees include employees who qualify as exempt executive, administrative or professional employees or as outside salespersons. Exempt employees are normally paid on a salary basis.

Non-Exempt Employees: Non-exempt employees are employees who are classified by the Company as covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws. Employees in this category are entitled to overtime pay for work in excess of 40 hours in a workweek or eight hours in a workday. Non-exempt employees are normally paid on an hourly basis.

Employee Referral Program

As an incentive to assist the Company in recruiting and retaining the best employees, the Company may from time to time pay employees referral fees for referring candidates who are hired for specific positions. Information about the Company’s current Employee Referral Program will be posted on the Human Resources page of the Company’s Intranet.

Personnel Data

The Company relies upon the accuracy of the information you provide in order to keep proper personnel records and comply with applicable laws. It is your responsibility to furnish accurate and complete information and to promptly update the Human Resources Information System (“HRIS”) database of any changes in personnel data (for example, mailing addresses, telephone numbers, number of dependents, individuals to contact in case of an emergency, etc.). If you have questions on how to access the HRIS database, please contact the Human Resources Department.

The Company values honesty and integrity; therefore, any misrepresentations, falsifications, or material omissions of information provided by an employee will be grounds, upon discovery, for disciplinary action, up to and including termination.

Immigration Law Rules

Federal law requires all employers to verify each new employee’s identity and legal eligibility to work in the United States. All offers of employment are conditioned upon the receipt of satisfactory evidence of this information.

The Ongoing Relationship

Work Schedule

The Company’s standard workweek begins at 12:01 a.m. Sunday and ends at 12 midnight the following Saturday. The Company wants each employee to work at his or her maximum efficiency and productivity. Please consult with your supervisor to determine what are considered “regular” working hours in your department and to set up your “regular” work schedule. The Company expects each employee to work a full work day, regardless of when those hours begin, keeping in mind, however, that no overtime may be worked by a non-exempt employee without prior authorization from the employee’s immediate supervisor.

The Company reserves the right to alter this policy at any time and establish regular business hours during which all employees must be present at the facility.

Attendance and Punctuality

In order to meet our business objectives and provide the highest level of service to our customers, regular attendance and timeliness are essential for everyone. All employees are expected to arrive at work on time and work a complete schedule. Employees delayed more than a few minutes or who may be unable to report to work due to illness must contact their immediate supervisor/manager in as much advance as possible, prior to the start of the scheduled start time.

Excessive tardiness and/or absenteeism, as determined by the Company, may result in disciplinary action up to and including termination of employment. Employees who consistently do not finish their work schedule may also be disciplined up to and including termination of employment. Please contact Human Resources with any questions regarding this policy.

Absenteeism: An unexcused absence is defined as (i) an unscheduled absence without management approval, or (ii) in case of illness for three or more consecutive days, an absence that is not substantiated with a doctor's certification of illness

Employees unable to report to work as scheduled must personally contact their immediate supervisor or next level manager (or designee) at least 15 minutes prior to the start of their schedule, or as soon as possible, before the start of the work schedule. [Employees are required to make every effort to speak to their supervisor or manager personally instead of leaving a voicemail message.]

Absences of three (3) or more consecutive days may require a doctor's certificate of illness. Management reserves the right to request a doctor's certification of illness as it deems appropriate.

Employees who fail to report to work and who fail to notify their supervisor/manager of their absence for three (3) consecutive scheduled work days will be determined to have abandoned their job, and have voluntarily resigned from their employment with the Company.

Three (3) unexcused absences within a 3-month period are considered excessive and may result in a formal written warning.

Tardiness: A "tardy" is defined as being more than 10 minutes late after the scheduled start time or returning from meal/break periods. This is not intended to imply that 10-minutes are available each day before an employee is considered tardy. Tardiness will be considered excessive if a pattern is clearly demonstrated even if the time is less than 10-minutes.

These guidelines do not alter the at will relationship between the Company and its employees. The Company retains complete discretion to manage absenteeism and tardiness, and take disciplinary action, as it deems appropriate, including immediate termination of employment.

Solicitation Policy

The Company strives to provide employees with a workplace free from solicitation, distribution and postings so that employees may maximize productivity. The company prohibits solicitation and distribution activities on company premises by employees and/or non-employees such as:

-soliciting another employee during work hours. This includes buying, selling, seeking contributions and offering tickets or memberships.

-distributing or posting non-work related materials in the workplace.

Bulletin boards, company mail, company email and other communication channels on company premises are solely for business purposes, including information on employee policies, programs and benefits. The company may designate an employee area such as a bulletin board for employees to post items for sale, advertise for room mates, etc. All postings must be approved

by Human Resources and removed after 30 days. Please contact Human Resources for more information.

Employees are encouraged to speak with Human Resources if they wish to ask for company sponsored events for charity, employee discount offers from establishments or community activity support / sport requests or if they have any questions regarding this solicitation policy.

Time Cards and Overtime

For all non-exempt employees, your time card is our way of making sure you are paid correctly. You must submit a signed time card according to the schedule provided by the Payroll Department. Your signature verifies the hours you have worked and the accuracy of your recorded time. All time cards must be approved by your supervisor before submission to payroll. All entries should be easy to read and include:

- time reported to work
- time reported out for a meal period
- time reported back from a meal period
- time reported off work
- Paid Time Off
- make-up time

Any overtime worked by a non-exempt employee (e.g., more than 40 hours in a workweek or eight hours in a workday) must be approved in writing by the employee's supervisor in advance of the time. If you work overtime that is not properly authorized, you may be subject to disciplinary action, up to and including termination. Approved overtime will be paid to non-exempt employees in accordance with applicable state and federal laws.

Occasionally, it may be necessary for a non-exempt employee to work more than his or her regularly scheduled workday. The Company will use best efforts to give reasonable advance notice of any additional time that the Company requires an employee to work. Advance notice, however, may not always be possible. When additional work time is necessary, all employees are expected to work the requested time as a condition of employment.

PTO and holidays must be designated as such on your card. The Company has a policy of paying non-exempt employees for all time worked and does not provide or recognize "comp" time.

It is very important that time card records are accurate and reliable. Therefore, tampering with, altering, or falsifying time records, or recording time on another person's card, constitutes serious misconduct and will result in disciplinary action up to and including termination.

Makeup Time

Non-exempt employees who miss scheduled work as a result of personal obligations may request the opportunity to make up the amount of time missed on another day in the same workweek. This is referred to as "makeup time". Makeup time will be permitted and paid in accordance

with applicable law. For more information, please refer to the Company's current Makeup Time Policy and Makeup Time Request Form, which are posted on the Human Resources page of the Company's Intranet.

Pay Days

Pay days are bi-weekly. Each paycheck will include earnings for all work performed and reported through the end of the payroll period. In the event that a regularly scheduled pay day falls on a day off, paychecks will be issued on the last day of work before the regularly scheduled pay day.

Checks may be directly deposited into your bank account. This service can be arranged through the Payroll Department.

Wage Complaints

Any employee who believes that an improper deduction or violation of the laws regulating wages has occurred is encouraged to notify the Human Resources Department as soon as possible. The matter will be promptly investigated and, if a mistake occurred, corrected. Employees may file complaints without fear of any retaliation.

Performance Evaluations and Salary Reviews

The Company encourages open communication between supervisors and employees and desires to help all employees to reach their full potential. The Company understands that its success is contingent upon the performance of its employees. Therefore, the Company acknowledges that it is important for management to communicate personal performance to the employee population.

The Company will provide you with periodic performance reviews, normally once per year. Other less formal feedback meetings may be held throughout the year as applicable. The frequency of evaluations will depend on availability, length of service, job position, past performance, changes in job duties and/or performance issues. The Company reserves the right to delay or defer such reviews when appropriate. The purpose of the performance review is to let you know how well you are performing your assigned duties. After delivery, the original written performance review will be kept in your personnel file. A copy may also be provided you. Each employee may also provide a written response to the review if the employee so chooses. This response will also be maintained in the employee's personnel file.

Salary reviews will be based on your job performance, knowledge, attitude, experience, and any other characteristics which demonstrate your abilities and potential, as well as the compensation structure of the Company. Salary reviews are generally conducted annually, but may also be performed in accordance with changes in job duties or performance issues. It is important to note that a salary review is merely a review of an employee's current compensation. Salary reviews will not necessarily result in a pay adjustment.

Promotions and Transfers

It is the policy of the Company to encourage and promote the professional growth of each employee. The Company encourages you to seek out positions within the Company which will facilitate this growth and to apply for positions for which you are qualified. Promotions and transfers will be based on the candidate's ability, qualifications, past performance, quality and length of service, capacity to assume increased responsibilities, and similar characteristics. The most qualified candidate will be selected in accordance with the Company's Equal Employment Opportunity policy.

Employees may inquire about transfer opportunities through the Human Resources Department or the "Careers" page of the Company's commercial website. Transfer requests may be initiated by employees and will be processed in accordance with the Transfer Policy posted on the Human Resources page of the Company's Intranet.

Access to Employee Personnel Files

You may review your personnel file at any reasonable time and can arrange an appointment with the Human Resources Department for this specific reason. Personnel information is kept strictly confidential; you may not review personnel files that are not your own, and other employees, except certain designated supervisory persons and Human Resources personnel, may not review your file. The Company will cooperate with requests for information from properly identified, duly authorized law enforcement officials and legally issued subpoenas or judicial orders. All personnel files must be kept in the Human Resources Department while being reviewed. The Company reserves the right to refuse to disclose any or all of an employee's personnel file, except that which it is required to disclose by law, at any time that it deems such action appropriate, in its sole discretion.

Dress and Grooming Standards

The professional image of the Company is maintained, in part, by the appearance of our employees. In order to promote a professional image, the Company requests that employees wear appropriate attire consistent with their role, responsibilities and our business. Please refer to the Human Resources page of the Company's Intranet for more information on dress and grooming standards.

Children in the Workplace

Children are allowed on site for Company sponsored events when special activities have been pre-arranged. For a visit during lunch or a break, an employee may bring their child(ren) on site, but must follow established visitor guidelines when doing so.

If an employee would like to show their child(ren) their workspace, he or she should obtain prior approval from his or her supervisor to give them a brief tour. Under no circumstances may child(ren) be brought on site while the employee is performing their job responsibilities.

If you have questions regarding this policy, please contact the Human Resources Department.

Professional Development

Contingent on each department's development budget, there may be opportunities for skills advancement and training. These career-building opportunities may also be in the form of active membership in professional affiliations. There also may be times when employees are asked to attend a professional development seminar or educational summit. Outside training or professional association membership will be reimbursed by the Company if approved by the department Vice President and the Finance Department. All requests must be approved prior to booking and must be paid for via the Accounts Payable department. Selection of training should be based on proximity to eHealth's offices, scheduling, the total cost of travel to/from a site, and the relevance of such training to the requestor's position within the Company.

Seminar and professional development costs submitted via expense reports will not be reimbursed.

Recreational Activities

The Company sponsors several recreational activities that are made available to employees and members of their immediate families. These activities include picnics, parties, and sporting events.

The purpose of these events is to promote fellowship among employees and their families. The Company does not, however, require or expect employees to participate in such events and employees are encouraged to engage in recreational activities only during non-work time. The Company or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties.

The End of the Relationship

Separation from the Company

At such time as you or the Company end the employment relationship, continuing benefits will be provided as required by state and federal law. Under the federal law called COBRA, continuation of medical benefits is available at the employee's own expense. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations of such continuance. Generally, the Human Resources Department will meet with a terminating employee for an exit interview to discuss COBRA and other benefits. At this time, the employee's questions, concerns and suggestions will be addressed.

Return of Company Property

You are responsible for the safekeeping of all Company property, materials or written information issued to you or in your possession or control. You must return all Company property and property of customers of the Company that is in your possession or control when you separate from the Company, or any time you are requested to do so.

References

The Company does not provide references for former employees to prospective employers. When asked to do so, all requests for references or other information regarding current or former employees must be forwarded to the Human Resources Department to ensure that this policy is maintained. Upon request by a prospective employer, the Human Resources Department will normally verify whether the former employee was employed by the Company, the dates of employment and the position(s) held. The former employee's final rate of pay will also be disclosed, provided that such employee provides a written authorization to the Company.

EMPLOYEE BENEFIT PROGRAMS

This section summarizes the benefits offered by the Company to eligible employees and includes only brief summaries with general information. The official plan documents, available from the Human Resources Department, contain specific information regarding available benefits. In the event of a conflict between this Handbook and the plan documents, the provisions of the plan documents will control. The Company reserves the right to change or discontinue any employee benefit at any time. If this occurs, employees will be notified of any changes that directly affect them.

To obtain more information regarding any Company benefit program, please contact the Human Resources Department or review the Human Resources page of the Company's Intranet.

Personal Time Off (PTO)

Personal Time Off (PTO) is a valuable benefit to eligible employees and when used can enhance productivity and promote a healthy work-life balance. PTO is offered to all full-time employees (i.e., those who work 30 hours or more per week). Part-time employees (those who work less than 30 hours per week), Seasonal employees and Temporary employees are not eligible for PTO. PTO provides time away from your job for vacation, outside activities, illness, personal business and family matters. PTO begins accruing on your first date of employment and the accrual rate is as follows per pay period.

Accrual Schedule

Year of Service	Days/Year	Total Hours	Accrual/Pay Period
1	17	136	5.24
2	19	152	5.85
3	21	168	6.47
4	22	176	6.77
5	23	184	7.08
6	24	192	7.39
7	25	200	7.70
8	26	208	8.00
9	27	216	8.31
10+	28	224	8.62

The maximum amount of unused PTO that may be accrued by an employee is 30 days/240 hours for employees hired on or after January 1, 2000, and 35 days/280 hours for employees hired prior to January 1, 2000. If an employee's earned but unused PTO reaches the maximum, the employee will not accrue any additional time until he or she uses enough PTO to fall below the

maximum. Subject to this maximum, unused PTO will not be forfeited; it will be carried over to the next calendar year. If an employee terminates, any accrued and unused PTO will be paid at the employee's then current rate of pay.

Exempt employees may take PTO in one-half or full-day increments. Non-exempt employees may take PTO in one hour increments. Non-exempt employees must accurately record their PTO on their timecards. Each employee should submit a PTO Request Form to his or her supervisor for approval two (2) weeks before the requested PTO, or as far in advance as possible. The employee must have a sufficient amount accrued PTO time to cover all requested time off at the time the request is submitted. Should circumstances compel a change in plans, the employee must give notice to his or her supervisor. Although the Company will make reasonable efforts to accommodate employee requests regarding the scheduling of PTO, all PTO will be scheduled subject to the Company's needs. Any time off that exceeds an employee's available PTO balance will be unpaid time off.

PTO does not accrue for employees who are on an unpaid leave of absence, but it may be used during a leave of absence when applicable. PTO may be used in conjunction with other disability plans to minimize unpaid time. At no time may an employee use PTO along with disability pay to receive more than 100% of their regular pay during a leave of absence. (See Leave of Absence policies below.)

If you are unable to report to work due to illness or injury, or must take unscheduled time off for any other reason, you should contact your supervisor at or before the start of your regular workday. You should make every effort to speak with your supervisor directly rather than using voice mail. If you cannot reach your supervisor in person, call the Human Resources department at your location. If you do not notify your supervisor in accordance with this policy, the absence will be considered unexcused. Unexcused absences are cause for disciplinary action, up to and including termination. Additionally, three consecutive days of unexcused absence will be considered a voluntary resignation.

Holiday Policy

A Holiday schedule will be published yearly. Please refer to the Company's Intranet or contact the Human Resources Department for the current year's holidays. Holiday benefits are offered to all full-time employees (i.e., those who work 30 hours or more per week). Part-time employees (those who work less than 30 hours per week) are not eligible for holiday benefits.

Exempt full-time employees receive the holiday off with pay. Non-exempt full-time employees will be eligible to receive holiday pay equal to the average number of hours worked per day during the employee's regularly scheduled workweek (i.e., the total number of hours in the regularly scheduled workweek divided by five). All other employees receive the day off without pay.

The Customer Care Center will be closed on Thanksgiving Day and Christmas Day only. For all other holidays, if you are a member of the Sales, Sales Support or Customer Service Teams,

please check with your management team regarding coverage of these scheduled holidays. If you work a scheduled holiday, you will receive pay for your hours worked as well as holiday pay.

In order to receive a paid holiday, an employee must work the scheduled workday before and the scheduled workday after the holiday or be on pre-approved PTO absence. The Company recognizes that there may be occasions due to the illness of an employee or his/her dependent that may cause an employee to take an unscheduled PTO day before or after a holiday. In this situation, holiday pay will be provided if the absence is approved by a doctor's note verifying that the employee and/or dependent was seen by a health care provider. If the employee cannot provide a doctor's note, then the holiday will be unpaid.

The Company understands that from time to time, some employees may wish to observe certain religious holidays not included in the Company's holiday schedule. Employees may use PTO for this purpose. Otherwise, the time off, if approved, will be taken without pay.

Employees are not eligible to receive holiday pay when they are on a leave of absence, unless it is a paid leave of absence. (See Leave of Absence policies below.)

Health Insurance Benefits

The Company has established and offers a comprehensive, competitive benefits package for all eligible employees and their dependents that includes medical, dental and vision insurance. All benefit coverage for eligible employees (those who work 30 hours or more per week) is effective the first of the month following the employee's start date. Consultants, Temporary employees and Seasonal employees are not eligible for health insurance benefits, including medical, dental and vision insurance.

Life and AD&D Insurance

The Company provides every eligible employee (those who work more than 30 hours per week) basic life insurance. Additional optional voluntary life insurance for employees, spouses and/or child(ren) may also be purchased. Consultants, Temporary employees and Seasonal employees are not eligible for basic life insurance. Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. This coverage is included as part of the Company's basic life insurance plan. Consultants, Temporary employees and Seasonal employees are not eligible for AD&D.

State and Company-Sponsored Disability Insurance

All U.S. employees are entitled to applicable state disability insurance, administered by the state in which the employee works. These plans provide compensation benefits for lost income due to a non-work related illness or disability. State disability insurance benefits are granted and paid by the state.

In addition to state disability benefits, the Company also provides a sponsored short-term and long-term disability program to all eligible employees (those who work more than 30 hours per week). Consultants, Temporary employees and Seasonal employees are not eligible for the Company sponsored short-term and long-term disability program.

Flexible Spending Accounts

All eligible employees (those who work 30 hours or more per week) may participate in the Company's Flexible Spending Accounts. Consultants, Temporary employees and Seasonal employees are not eligible to participate in the Company's Flexible Spending Accounts. Flexible Spending Accounts benefit employees because they allow employees to withhold pretax dollars each pay period and use these dollars throughout the year for certain expenses. The Company offers two types of Flexible Spending Accounts: (i) a healthcare reimbursement account, which employees may use towards any healthcare costs not covered by their healthcare plan, and (ii) a dependent care reimbursement account, used for dependent care expenses such as daycare. Eligible employees may choose to enroll in the Flexible Spending Accounts during new hire enrollment as well as open enrollment. When choosing their election(s), employees should be mindful that any funds remaining in their healthcare or dependent care accounts at the end of the calendar year will be forfeited per IRS regulations.

Employee Assistance Program

The Company understands that at times, it can be challenging for employees to balance the demands of work and life. Therefore, the Company offers a 100% employer-paid Employee Assistance Program. This program is open to all full-time employees (those who work 30 hours or more per week) and their immediate family members. Consultants, Temporary employees and Seasonal employees are not eligible to participate in the Employee Assistance Program. The program is 100% confidential and offers phone counseling 24 hours a day, 7 days a week. The program may assist with a wide variety of problems and/or concerns, such as parenting, childcare, elder care, relationship issues, education, etc.

401(k) Savings Plan

The Company offers a 401(k) Savings Plan which is designed to help employees save for retirement. The plan is flexible and allows employees to elect a percentage of their salary to contribute to their account. The employee can change their investment directives and/or deferral percentage amount on each pay period. This flexibility allows each employee to tailor the plan to meet their own individual needs. Eligible employees (as defined in the 401(k) plan and meeting the service requirements therein), who are 21 years of age or older, may participate in the Company's 401(k) plan. To further enhance the 401(k) plan, the Company may provide a 401(k) matching program. Consultants, Temporary and Seasonal employees are not eligible to participate in the Company's 401(k) plan unless it is legally mandated.

LEAVES OF ABSENCE

The Company believes regular attendance of employees is vital for the success of the Company. However, the Company understands that from time to time employees may need time away from work and may request a leave of absence. It is the policy of the Company to grant legally required leaves of absences to all eligible employees on a non-discriminatory basis. All types of leaves of absence taken by an employee will run concurrently, except as otherwise required by law.

For all planned leaves of absence, requests for leave must be submitted in writing and approved by the employee's supervisor and the Human Resources Department at least 30 days before the leave begins. In the case of an emergency, the request should be made as soon as the employee is aware of the need for leave.

Subject to any applicable legal restrictions, requests for leaves of absence will be approved or disapproved in the Company's reasonable discretion. Relevant factors include the employee's length of service, performance, responsibility level, the reason for the request, the effect on the Company and its work requirements, and the Company's ability to obtain a satisfactory replacement during the time the employee would be away from work. For any disability or medical related leave requests, the employee must, if requested by the Human Resources Department, provide a certification from the healthcare provider or other documentation requested by the Human Resources Department to support the request for leave. Failure to provide the required documentation in a timely manner will result in delay or denial of leave.

When you take a leave of absence, an effort will be made to hold your position open while you are away. However, due to business needs, there will be times when positions cannot be held open. Accordingly, it is not possible to guarantee reinstatement, except when required by law.

If your former position is unavailable when you are ready to return to work, an effort will be made to place you in a comparable position for which you are qualified. If such a position is not available, you may be offered the next comparable position that becomes available. If you do not accept the position you are offered, you will be considered to have voluntarily terminated your employment, effective the date the refusal is made.

Unless specifically provided otherwise, all leaves of absence are available only on an *unpaid* basis. While leaves are unpaid, employees are required to use any accrued PTO time toward the leave of absence except, as provided by law. Once employees have exhausted their accrued PTO, the balance of the leave will be unpaid and no PTO benefits will accrue during the unpaid portion of the leave. Group health insurance shall continue in effect during the leave, provided all necessary contributions and premiums are paid by the employee throughout the leave. Please contact the Human Resources Department to arrange the payment of your insurance premiums while on leave.

If a holiday falls during an employee's paid leave, the holiday will count as a paid holiday. If a holiday falls during an unpaid portion of the leave, that holiday will be unpaid.

If you accept other employment or fail to return to work on the next regularly scheduled workday following the expiration of your leave, you will be considered to have voluntarily terminated your employment. If you require an extension of leave, you must request such extension in writing and have it approved before the expiration of the currently approved leave. Employees returning from a leave of absence should notify Human Resources confirming their intent to return to work at least three (3) work days prior to their actual return to work date.

Family and Medical Leaves

Eligibility for Leaves

Any employee who has completed at least 12 months of service and has worked at least 1,250 hours of service during the 12-month period preceding the date the leave would begin may request an unpaid family and medical leave of absence. An employee must also work within a 75-mile radius of 50 or more employees of the organization in order to be eligible for a leave under this policy. Subject to the conditions of this policy, eligible employees may request up to 12 weeks family and medical leave during a 12-month period. The 12-month period used under this policy to measure the 12-week limitation will be calculated based on a “rolling” 12-month period measured forward from the date the employee first used any family and medical leave.

Permissible Purposes of Family and Medical Leaves

An eligible employee may request a family and medical leave for any of the following reasons: (1) the birth of the employee's child; (2) the placement of a child with the employee in connection with an adoption or foster care; (3) to care for a child, parent, domestic partner, or spouse who has a serious health condition; or (4) due to a serious health condition that prevents the employee from performing one or more of the essential functions of his or her position. To the maximum extent permitted by law, any leave of absence that is granted to an employee under this policy or any other policy for a purpose specified above shall be credited against the 12-week limit contained in this policy.

Special Rules Relating To Pregnancy Disability Leave

An employee who takes pregnancy disability leave (see section below entitled “Pregnancy Disability Leaves”) may be eligible for up to an additional 12 weeks of family and medical leave in the 12-month period for medical reasons other than pregnancy-related disability. The amount of any such available family and medical leave will be reduced by any family and medical leave taken during the 12-month period for reasons other than pregnancy-related disability. Please see section entitled “Pregnancy Disability Leave” below for more information about pregnancy disability leave.

Benefits During Leave

An employee who is granted a family and medical leave of absence must utilize any accrued PTO during the period of the leave. Any portion of a leave that occurs after all PTO benefits have been exhausted shall be without pay. For purposes of this policy's 12-week limitation, any

paid and unpaid portions of the leave of absence shall be added together whether or not they are taken consecutively.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued during the period of the leave, provided that the employee continues to pay his or her or her share of the premiums for such coverage. If the employee wishes coverage to continue and pays his or her portion of the premiums, the employer will continue to pay its share of the premiums for the period of the leave, up to a maximum of 12 weeks. The cost of dependent coverage normally borne by the employee will remain the sole responsibility of the employee. Life and disability insurance coverage that is in effect when a leave begins will be continued automatically at the employee's expense. The employee should make arrangements with the Human Resources Department to pay the costs of such coverage.

Notification Rules

An employee must provide proper notification as a condition of eligibility for a leave. The employee must notify the Human Resources Department in writing of the need for such a leave, the date it will commence, and the anticipated duration of the leave. If the employee knows of the event that necessitates the leave more than 30 calendar days in advance of the date the leave is needed, the employee must provide such notice in writing a minimum of 30 days before the leave will begin. If the employee learns of the event less than 30 days before the date the leave must begin, the employee must provide as much advance notice as practicable, preferably as soon as the employee learns of the need for the leave. A failure to comply with these notice rules may result in a denial or postponement of the requested leave until the employee complies with these rules. However, if the need for a family and medical leave results from an emergency or is otherwise unforeseeable, the leave will not be denied simply because an employee fails to provide advance notice.

Certification By Health Care Provider

If an employee requests a leave due to a serious health condition of the employee or a family member, the employee must, if requested by the Human Resources Department, support the request with a certification issued by the health care provider of the individual with the serious health condition or provide other documentation requested by the Human Resources Department. The content of the required certification and/or documentation shall be specified by the Human Resources Department and will normally include the following information: (1) the date, if known, on which the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the amount of time that the health care provider believes that the employee needs to care for the individual requiring the care; and (4) a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care. If an employee requests intermittent leave for planned medical treatment, the certification should specify the dates on which such treatment is expected to be given and the duration of such treatment. If the time estimated by the health care provider under (3) above expires, the employee must submit a recertification if the employee desires additional leave.

Employee Status and Reemployment Privileges

Employees will retain their employee status during the period of a family and medical leave. Once an employee returns from a leave, the employee will be credited with all seniority and service accrued before the leave of absence commenced.

Except where the law authorizes a different result, an employee who complies with the provisions of this policy will be guaranteed reemployment upon expiration of an approved leave, provided that the total period of the leave does not exceed 12 weeks. The employee will be reemployed in the same or an equivalent position as that which he or she occupied when the leave commenced. An employee who takes a leave because of his or her own serious health condition must provide a medical certification verifying that he or she is able to return to work in the same manner as employees who return from other types of medical leave.

Legal Compliance

This Family and Medical Leave policy will be interpreted and applied in accordance with applicable federal, state and local laws, and to the extent that this policy may conflict with those laws, such laws are controlling over this policy. Further, the Company retains all available rights and defenses under applicable law, whether or not specifically set forth in this policy.

Pregnancy Disability Leave

Eligibility and Duration

An employee who is disabled on account of pregnancy, childbirth, or related conditions (such as severe morning sickness, doctor-ordered bed rest, childbirth and/or recovery from childbirth) may take a pregnancy-related disability leave for the period of time during which she is disabled, up to a maximum of four months. This leave is in addition to any family care or medical leave to which the employee may be entitled (as discussed above). Pregnancy-related disability leaves may be taken intermittently or on a reduced hours schedule as needed.

Temporary Transfer

Any employee affected by pregnancy is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or less hazardous duties if the transfer is reasonably necessary and the transfer can be reasonably accommodated.

Application of Paid Leave to Pregnancy-Related Disability Leave

Pregnancy-related disability leaves are unpaid; unless an employee has other paid time available that may be utilized for some or all of the otherwise unpaid leave period. An employee may, at her option, apply any accrued PTO days to her leave, but is not required to do so.

Leave's Effect on Benefits

An employee who takes a pregnancy-related disability leave is entitled to the continuation of benefits to the same extent as provided for family and medical leaves (as described above).

Procedures for Requesting a Transfer or Leave

Employees should notify the Human Resources Department of their request for a pregnancy-related disability leave (including intermittent or reduced schedule leave) or transfer as soon as they are aware of the need for such leave or transfer. For foreseeable leaves or transfers, the employee must provide at least 30 days' advance notice of the need for such leave or transfer. The notice must include the anticipated timing and duration of the leave or transfer. If 30 days' advance notice is not practicable, because of a lack of knowledge of approximately when the leave or transfer will become necessary, or because of medical emergency or unforeseen circumstances, the notice must be given as soon as possible. Employees taking leave of 30 days or more may be required to provide periodic reports of their status and intent to return to work, as requested by the Human Resources Department.

Medical Certification

All requests for pregnancy-related disability leave or transfer must be supported by written medical certification from a health care provider. Employees must provide the required certification before the commencement of the leave or transfer, unless it is not practicable under the circumstances to do so. Employees should contact the Human Resources Department for details regarding the required contents of the certification and additional certification requirements.

Transfer or Leave's Effect on Reinstatement

Employees returning from pregnancy-related disability leave are entitled to reinstatement to the same or a comparable position consistent with applicable law.

Personal Leaves

Employees may request a personal leave of absence without pay for a reasonable period of time. A leave may be extended for a reasonable period of time due to special circumstances, as determined on an individual basis.

Personal leaves of absence are not guaranteed. They may be granted or denied by the Company in its reasonable discretion. Requests for such leaves of absence will be considered on the basis of a combination of factors, including the employee's length of service, performance, position, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the employer.

Requests for personal leaves must be submitted in writing and approved in writing by the Human Resources Department and the employee's department Vice President before the leave begins. Requests for extensions of leaves must also be submitted in writing and approved in writing by the Human Resources Department and the employee's department Vice President before the extended period of a leave begins. The employer is not able to guarantee reinstatement from a

leave in all circumstances, but will make a reasonable effort to return an employee to his or her former position or a comparable position for which the employee is qualified. It is the employee's responsibility to be available and report to work at the end of the approved leave. An employee who fails to report to work on the day after the leave expires will be considered to have voluntarily resigned.

Employees do not earn or accrue any benefits during the period of a personal leave of absence. Employees will be fully responsible to pay the costs of any insurance benefits during a personal leave of absence. Arrangements should be made for the payment of any premiums before the leave begins to avoid the possibility of a loss or interruption in coverage.

Jury and Witness Duty

It is the employer's policy to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty, the employee is requested to notify his or her supervisor and the Human Resources Department immediately. All full-time and part-time employees will be paid their regular wages while on jury duty up to a maximum of five (5) working days each calendar year.

Temporary employees and Seasonal employees will be provided time off to spend on jury duty but are ineligible for compensation for time spent on jury duty. However, in no case will the salary of an exempt employee be reduced for any week in which the employee works and also misses time to serve on a jury.

Employees who are required by law to appear as a witness in court or at another legal proceeding will be provided time off for that purpose. Deductions will not be made from the salary of an exempt employee for absences caused by attendance as a witness. Nonexempt employees will not be compensated for time off to serve as a witness.

Bereavement

Full-time employees who wish to take time off due to the death of a family member should notify their supervisor and the Human Resources Department as soon as possible when bereavement leave is necessary.

In the event of a death of an immediate family member, an employee may be granted up to three (3) days off with pay to attend funeral services. If additional days are needed due to the location of the funeral services or for grieving, the employee may use accrued PTO or request an unpaid personal leave of absence. For the purposes of this policy, an "immediate family member" is a:

- Spouse/Domestic Partner
- Parents or Parents-in-law
- Children/Stepchildren
- Brothers/Sisters or Brothers/Sisters-in-law
- Grandparents/Grandchildren

In the event of a death of a loved one or friend who is not an immediate family member, an employee may use accrued PTO, or request an unpaid personal leave of absence, to attend funeral services for 1-3 business days, depending on where the funeral is held. Requests for such leaves must be submitted to and pre-approved by the Human Resources Department. The company may ask for appropriate documentation to receive pay for bereavement leave.

Victims of Domestic Violence, Sexual Assault, and Other Crimes

Time Off

Victims of a crime that is not considered a serious felony may take time off to appear in court as a witness to comply with a subpoena or other court order. A victim of domestic violence or sexual assault may take time off to seek relief in court to help ensure his/her health, safety, or welfare or the health, safety, or welfare of his/her child. Victims of domestic violence or sexual assault may also take time off to (a) undergo treatment for physical or mental injuries or abuse, (b) seek medical attention for injuries, (c) obtain services from a domestic violence shelter, program, or rape crisis center, (d) obtain psychological counseling, (e) participate in safety planning or (f) take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Notice

The employee must provide the Human Resources Department reasonable advance notice of the intention to take time off, unless advance notice is not feasible. If advance notice is not feasible, the employee must provide the Human Resources Department documentation within a reasonable time following the absence. The documentation must certify the reason for the absence in a manner that meets the applicable legal standards. If notice is not provided in accordance with the requirements of the law, the time off will be considered unauthorized.

Workers' Compensation Leave

Employees who are unable to work due to a work related illness or injury and who are eligible for Workers' Compensation benefits will be provided an unpaid leave of absence for the needed time away from work. The first 12 weeks of leave will run concurrent as Family Medical Leave if the employee is eligible. Group health benefits will be maintained for covered employees during the leave to the extent required by law.

Time Off for Voting

In the event that an employee is a registered voter and does not have sufficient time outside of working hours to vote in any local, state or federal election, the employee may take up to two hours of work time off to vote. This time off must be at the beginning or end of the employee's regular shift, whichever allows the most free time for voting and the least time off from work, unless the supervisor and employee agree otherwise. If an employee's supervisor approves the time away from work, the employee would be able to take this time off without loss of pay. This leave also allows those employees who wish to serve as election officials on Election Day do so. For those employees serving as election officials, this time off is unpaid but an employee

may choose to use their accrued PTO. An employee who needs this time off work must request it from their supervisor at least two working days in advance of the time off. The Company would like to take this opportunity to remind employees of the availability of voting by mail.

School Activities

Employees who are the parents or guardians of a child in grades K-12, or attending a licensed day care facility, may take time off for the purpose of participating in activities of school or licensed day care facility in which their child is enrolled. This leave also allows an employee, who is the parent or guardian of a child who has been suspended from school, time off if he or she needs to appear at the school in connection with that suspension. Time off for this leave is limited to no more than eight hours in any calendar month of the year not to exceed 40 hours per calendar year for all children for the purpose of participating in activities of the school or licensed day care facility. Non-exempt employees must utilize any existing PTO time accrued during time off. If the employee does not have enough PTO to cover the time off, non-exempt employees must take the time off as unpaid. Exempt employees must use PTO for full day absences, and otherwise make sure their work demands are satisfactorily met. If the employee knows or has reason to believe that time off will be necessary to participate in such activities, the employee shall give the Company as much advance notice as possible. Employees must provide Human Resources documentation from the school or licensed day care facility as proof that they participated in the activity on a specific date and at a specific time.

Military Leave

Military leaves are available to allow employees time off for military duty or training. Employees may volunteer for service or be ordered to duty from military reserve status. Service includes duty on a voluntary or required basis including: active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty and absences for examinations to determine fitness for duty for the federal military forces. Leave will be granted in accordance with the applicable state and federal laws, provided all legal requirements are satisfied and the employee return to work or applies for reemployment within the time prescribed by law. Military leave is unpaid, although an employee may use accrued PTO to supplement his or her pay.

Employees who wish to apply for Military Leave must provide as much advance notice as possible to the Human Resources Department, but will be excused when advance notice is not possible due to military emergency. Employees will be granted leave up to a cumulative length of five years (includes all absences due to military service, except in special designated circumstances – refer to U.S.E.R.R.A. notice). Employee's group health benefits will continue uninterrupted for 30 days provided the employee pays the employee portion of the benefit premiums. For service beyond 30 days, USERRA provides COBRA-like continuation benefits for persons who are absent from work to serve in the uniformed services.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time and an eight-hour rest period. Employees on longer military leave must apply for reinstatement in accordance

with U.S.E.R.R.A. and all applicable state laws. In order to be eligible for reinstatement, employees must report back to the Company within U.S.E.R.R.A.'s specified time frame. Employee reinstatement will depend on the length of leave. For leaves ninety days or less, the Company is generally required to return the employee to the position the employee would have held had he or she been continuously employed. However, if, with reasonable efforts by the Company, the employee cannot become qualified for this position, the employee must be offered the pre-service position, he or she previously held. If the employee is not qualified for the pre-service position, after reasonable efforts by the Company to qualify the person, the returning service member must be offered another position which may be of lesser status and pay but with full seniority.

If the leave is 91 or more days, the returning service member must be returned to the position or an equivalent position (in seniority, status and pay) provided the employee is qualified or can become qualified after reasonable efforts by the Company. If the employee cannot become qualified, then the employee may be offered the pre-service position or an equivalent position, so long as the employee is qualified. If the employee is not or cannot become qualified for that position, after reasonable efforts by the Company, the employee may be offered another position, which may be of lesser status and pay but with full seniority. Reinstatement is excused if the employer's circumstances have changed so much that re-employment of the person would be impossible or unreasonable. Should an employee not return to work on the scheduled return to work date, or fails to advise the Human Resources Department of his/her return to work status when requested, the Company will treat this as a voluntary resignation.

Volunteer Civil Service Leave

This leave allows time off from work for employees for certain purposes who are volunteer firefighters and/or other emergency personnel. "Emergency rescue personnel" is defined as any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, the State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of California, or of a sheriff's department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while he or she is actually engaged in providing emergency services. The request for volunteer leave must be submitted at least 30 days in advance of the requested leave when the leave is foreseeable. If it is not foreseeable, the leave request should be made as soon as the employee is aware of the need for leave. To apply for a Volunteer Civil Service leave, employees should complete a Request for Leave of Absence Form and return it to the Human Resources Department. Eligible employees may take up to a total of fourteen days per calendar year to engage in fire or law enforcement training, or for other emergency situations. Volunteer Civil Service leave will be unpaid unless the employee chooses to use their accrued PTO. During Volunteer Civil Service leave, eHealth will maintain an employee's group health benefits as if the employee had continued to be actively employed. For any further questions about Volunteer Civil Service Leave or any other leave of absence, please contact Human Resources.

SAFETY AND OTHER COMPANY POLICIES

Safety

The Company is committed to ensuring that all of its employees enjoy a safe workplace. Every employee is responsible for their safety and is expected to obey safety rules and to exercise caution in all work activities. To achieve our goal of providing a completely safe workplace, everyone must be safety conscious. All employees should be familiar with the building safety procedures. For more information about these procedures, please contact the Facilities Department or the Human Resources Department. Employees are expected to report any unsafe or hazardous conditions directly to a supervisor or the facilities manager immediately. Every effort will be made to remedy problems as quickly as possible.

In case of an accident involving a personal injury, regardless of how serious, employees must notify their supervisor or the Human Resources Department immediately. Failure to report accidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination.

Any suspicious activities or individuals should be immediately reported to the Human Resources Department.

The Company also encourages proper workplace ergonomics. Ergonomic equipment requests can be submitted to the Human Resources Department.

Statement Against Violence in the Workplace

The Company desires to make the workplace a safe and comfortable place to be. Threats of or actual violence in the workplace is strictly prohibited and will not be tolerated by the Company. All workers, including Temporary and Seasonal employees, are to be treated with courtesy and respect at all times. All threats of or actual violence should be reported to Company management or the Human Resources Department as soon as possible. These include threats by employees, Temporary and Seasonal employees, or anyone else. The Company will immediately and thoroughly investigate all reports received. The Company encourages employees to report any legitimate concerns they may have in regards to workplace violence and therefore will not retaliate against any employee for coming forward with their concern(s). Anyone determined to have assaulted a fellow employee, visitor, customer, or vendor of the Company, or anyone else, while in the Company facilities or at a Company sponsored function will be subject to termination.

Injury and Illness Prevention Program (“IIPP”)

The Company maintains and periodically reviews the IIPP. Employees are expected to periodically review and comply with the IIPP. For more information on the program, please refer the to the Human Resources page of the Company’s Intranet.

Drug and Alcohol Use

Drug and alcohol use is highly detrimental to the work place and to the efficiency and productivity the Company desires to promote. Therefore, the use, possession, distribution or sale of illegal drugs or being under the influence of unlawful drugs, is strictly prohibited while on duty or while on the Company's premises. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person believes is, or represents to be, an illegal drug.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Employees who are convicted of a criminal drug statute must notify the Human Resources Department within five days of such conviction.

The Company also prohibits employees from being under the influence of alcohol while on duty, performing Company business or while operating a vehicle owned or leased by the Company. Employees are never required to consume alcohol at a Company-related event. If the employee does so, it's only voluntary. The Company strongly encourages responsible and appropriate behavior from its employees if alcohol is authorized as part of a Company-related function.

Employees are expected to cooperate with the Company's investigation of possible violations of this substance use policy. As part of this cooperation, employees must report to their supervisor, other management staff or the Human Resources Department any known or reasonable suspicions that an employee has violated this policy. An employee's refusal to cooperate with an investigation conducted under this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance through the Company's confidential Employee Assistance Program or through the Human Resources Department before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including immediate termination by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Violation of these policies will result in disciplinary action, which may include termination.

Smoke Free Workplace

California state, county law and Company policy prohibit smoking within the confines of the work place. All Employees, clients, vendors and visitors must refrain from smoking while in the Company building. You may smoke only in outdoor areas that are far enough away from the building that smoke will not enter the building through any door, window or other portion of the ventilation system.

As a further health safeguard and to preserve the cleanliness of the facilities, absolutely no cigarette or cigar butts may be deposited, left, thrown or discarded, in any manner, within the offices or within twenty-five (25) feet of any entrance to the building.

Access Cards

The Company provides access cards to each employee to allow access to the facilities. It is very important that these access cards are safeguarded carefully to prevent unauthorized entrance to the building. Make sure you have your access card with you whenever you leave the building. If you do not have your access card, please use the main entrance.

If you lose your access card, you must inform the Facilities Department as soon as possible so that the access card can be deactivated and you can be issued a replacement access card.

Pets (and Other Animals)

Due to health, safety and productivity considerations, no pets or other animals, with the exception of guide dogs, will be permitted on the Company premises at any time for any reason.

Bulletin Boards

The Company provides bulletin boards in various places throughout the facility for postings required by state or federal law, Company notices, employee information updates, and other miscellaneous messages. These bulletin boards remain the private property of the Company. The Company reserves the right to inspect and review any item before it is posted, and to remove any item after posting as it deems necessary. If you would like to post a notice on a bulletin board, you must obtain prior approval from the Human Resources Department.

EHEALTH, INC.

CODE OF BUSINESS CONDUCT

(as amended on March 8, 2017)

1. Introduction

This Code of Business Conduct (the “**Code**”) summarizes a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide all directors, officers and employees of eHealth, Inc. and its subsidiaries (collectively, “**eHealth**”). All directors, officers and employees of eHealth must conduct themselves accordingly and seek to avoid even the appearance of improper behavior. The Code should also be provided to and followed by eHealth’s agents and representatives, including consultants.

If you violate the standards in the Code, you may be subject to disciplinary action, up to and including termination of employment. *If you are in a situation that you believe may violate or lead to a violation of the Code, contact eHealth’s General Counsel.*

If a law conflicts with a policy in the Code, you must comply with the law. If you have any questions about these conflicts, you should ask eHealth’s General Counsel how to handle the situation. However, this Code supersedes all other codes of conduct, policies, procedures, instructions, practices, rules or written or verbal representations to the extent that they are inconsistent with the Code. We are committed to continuously reviewing and updating our policies and procedures. The Code, therefore, is subject to modification by the Board of Directors of eHealth (the “**Board**”) or a committee thereof.

Nothing in this Code, in any eHealth policies and procedures, or in other related communications (verbal or written), creates or implies an employment contract or term of employment.

2. Purpose

The Code seeks to deter wrongdoing and to promote:

- Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Full, fair, accurate, timely and understandable disclosure in reports and documents that eHealth files with, or submits to, the Securities and Exchange Commission (the “**SEC**”) and in other public communications made by eHealth;
- Compliance with applicable governmental laws, rules and regulations;

- The prompt internal reporting to an appropriate person or persons identified in the Code of violations of the Code; and
- Accountability for adherence to the Code.

3. Compliance With Applicable Laws, Rules and Regulations

Obedying the law is the foundation on which eHealth's ethical standards are built. You must comply with applicable laws, rules and regulations. Although you are not expected to know the details of all laws, it is important for you to familiarize yourself with the laws applicable to your responsibilities at eHealth and to take advantage of our Legal Department to assist you and answer questions. Any questions as to the applicability of any law, rule or regulation should be directed to eHealth's General Counsel.

4. Conflicts of Interest

A "conflict of interest" exists when a person's private interests interfere or conflict with the interests of eHealth. You should avoid situations that present potential conflicts of interest, either real or perceived, and should not engage in activities that would make it difficult or appear to make it difficult for you to perform your work objectively and effectively. In no way should you receive improper personal benefits as a result of your position with eHealth.

Examples of when a conflict of interest may arise include, but are not limited to:

- **Business Relationships.** Any business relationship that you enter into outside your work at eHealth requires your good faith and common sense. While you are an employee of eHealth, you are prohibited from accepting simultaneous employment with or otherwise working for (outside your responsibilities as an eHealth employee) any person or entity with which eHealth has a business relationship, including eHealth's marketing partners or carrier partners, without the prior written consent of eHealth's General Counsel. You are not allowed to work for a competitor in any capacity. You should consult eHealth's employee handbook for additional information regarding business relationships.
- **Outside Directorships.** Before agreeing to serve as a member of the board of directors of another entity, it is important for you to consider the potential conflicts of interest that could result. No director or employee of eHealth should ever serve as a director for a company that directly competes with eHealth. If you are a director or executive officer of eHealth, you are required to obtain prior written approval from the Board (or a committee thereof) prior to serving on the board of directors of any entity with which eHealth has a business relationship, including eHealth's marketing partners or carrier partners. If you are an employee of eHealth (other than an executive officer), you are required to obtain prior written approval from

eHealth's General Counsel prior to serving on the board of directors of any entity other than a charitable, community or educational organization.

- **Personal Investments.** If you are considering investing in an entity with which eHealth has a business relationship, you should take great care to ensure that these investments do not compromise your responsibilities to eHealth. Many factors should be considered in determining whether a conflict exists, including the size and nature of the investment, your ability to influence decisions of eHealth or of the other company, your access to confidential information of eHealth or of the other company, and the nature of the relationship between eHealth and the other company. See also Section 6 below.
- **Related Parties.** As a general rule, you should avoid conducting eHealth business with a relative or significant other, or with a business with which a relative or significant other is associated in any significant role, without obtaining prior written approval from eHealth's General Counsel. Relatives include spouse, sister, brother, daughter, son, mother, father, grandparents, aunts, uncles, nieces, nephews, cousins, step relationships and in-laws. Significant others include persons living in a spousal or familial fashion (including same sex) with an employee.

Conflicts of interest are prohibited as a matter of eHealth policy, except with the informed written consent of the appropriate person. In the case of a director, executive officer or the General Counsel, consent must be given by the Board or a committee of the Board, or pursuant to guidelines approved by the Board or such committee. In the case of other employees, consent must be given by eHealth's General Counsel. Conflicts of interest may not always be clear-cut, so if you have a question, you should consult with eHealth's General Counsel. If you become aware of a conflict or potential conflict, you should bring it to the attention of eHealth's General Counsel or consult the procedures described in Section 16 of this Code. Additional information regarding conflicts of interest can be found in eHealth's Employee Handbook.

5. Public Disclosure of Information

The federal securities laws require eHealth to disclose certain information in various reports that eHealth must file with or submit to the SEC. In addition, from time to time, eHealth makes other public communications, such as issuing press releases. The information in eHealth's public communications, including filings with the SEC, must be full, fair, accurate, timely and understandable. All employees and directors are responsible for acting in furtherance of this policy. In particular, each employee is responsible for complying with eHealth's disclosure controls and procedures and internal controls for financial reporting.

If an employee has a good faith concern regarding questionable accounting, internal accounting controls or auditing matters, or the reporting of fraudulent financial information (collectively, "Accounting Matters"), the employee should report the

concern by sending an e-mail or letter (which may be anonymous at the discretion of the employee) to the General Counsel of the Company or his/her designee (the “Legal Department”).

Employees who are uncomfortable reporting their concerns about Accounting Matters to the Legal Department may report these concerns to the Audit Committee of the Board of Directors of the Company by sending an e-mail to ehauditcommittee@ehealth.com or a letter (which may be anonymous at the discretion of the employee) to the Chairman of the Audit Committee at the following address:

Audit Committee Chairman c/o Corporate Secretary
eHealth, Inc.
440 East Middlefield Road
Mountain View, California 94043
Subject: Accounting Matter

6. Insider Trading

You are not permitted to use or share confidential information for stock trading purposes or for any other purpose, except the conduct of our business. All non-public information about eHealth should be considered confidential information until it has been adequately disclosed to the public. To use material non-public information for personal financial benefit or to “tip” others who might make an investment decision on the basis of this information is not only unethical, but also illegal, and could result in criminal prosecution in addition to the termination of your employment. In order to assist with compliance with laws against insider trading, eHealth has adopted an Insider Trading Policy. A copy of this policy has been distributed to every employee.

You also may not trade in stocks of other companies about which you learn material, non-public information through the course of your employment with or service to eHealth.

Any questions regarding eHealth’s Insider Trading Policy or as to whether information is material or has been adequately disclosed should be directed to eHealth’s General Counsel.

7. Corporate Opportunities

You are prohibited from taking for yourself opportunities that are discovered through the use of corporate property, information or position without the informed prior consent of the Board. You may not use corporate property or information obtained through your position with eHealth for improper personal gain, and you may not compete with eHealth directly or indirectly. Furthermore, you owe a duty to eHealth to advance its legitimate interests when such an opportunity arises.

8. Competition and Fair Dealing

eHealth seeks to outperform its competition fairly and honestly. Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or inducing such disclosures by past or present employees of other companies is prohibited. You should endeavor to respect the rights of and deal fairly with eHealth's customers, suppliers, competitors and employees.

9. Gifts and Entertainment

The purpose of business entertainment and gifts in a commercial setting is to create goodwill and positive commercial relationships among business partners. It is common in the insurance industry for insurance carriers to provide insurance producers such as eHealth with gifts and entertainment, including incentive trips. Such gifts and entertainment may serve a valid business purpose from eHealth's perspective as they may foster relationships with, and provide a unique opportunity for access to, insurance carriers and their significant employees. A problem may arise if:

- The receipt by one of our employees or directors of a gift or entertainment would compromise, or could reasonably be viewed as compromising, that person's ability to make objective and fair business decisions on behalf of eHealth; or
- The offering by one of our employees of a gift or entertainment would appear to be an attempt to obtain business through improper means or to gain any special advantage in our business relationships, or could reasonably be viewed as such an attempt.

Employees and directors must use good judgment and ensure that there is no violation of these principles. Inexpensive "token" gifts and infrequent business meals, entertainment and celebratory events do not represent a conflict of interest if they are not sufficiently excessive to create the appearance of impropriety. You, however, are prohibited from accepting significant gifts or attending incentive trips or similar events from insurance carriers without the prior written approval of the Senior Vice President of Sales and Operations. Such approval should not be given where there is not a valid business purpose for accepting the significant gift or incentive trip from the insurance carrier.

Any question about eHealth's policies relating to gifts and entertainment should be directed to eHealth's General Counsel.

10. Discrimination and Harassment

The diversity of eHealth's employees is a tremendous asset. eHealth is firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment of any kind. Examples of such behavior include derogatory comments based on racial or ethnic characteristics and unwelcome sexual advances. Please consult eHealth's employee handbook for more information on this topic.

11. Health and Safety

eHealth strives to provide its employees with a safe and healthy work environment. You are responsible for helping to maintain a safe and healthy workplace for all employees by following safety and health rules and reporting accidents, injuries and unsafe equipment, practices or conditions.

Violence and threatening behavior are not permitted. Employees should report to work in condition to perform their duties, free from the influence of illegal drugs or alcohol. The use of illegal drugs in the workplace will not be tolerated. The use of alcohol in the workplace is prohibited other than at eHealth approved functions. Please consult eHealth's employee handbook for more information on this topic.

12. Record-Keeping

eHealth requires honest and accurate recording and reporting of information in order to make responsible business decisions and to comply with the law. For example, employees who must report their hours worked should only report the true and actual number of hours worked (whether for purposes of individual pay or for purposes of reporting such information to customers). eHealth also requires each director and employee to disclose (to the General Counsel in the case of an employee and to the Board of Directors in the case of an officer or director) any transaction or arrangement among such individual or any family member or affiliated entity of such individual, on the one hand, and any other director, employee or any family member or affiliated entity of such other individual, on the other hand, that in any way relates to or arises out of such individual's professional relationship with eHealth.

All eHealth business related expenses requested to be reimbursed by eHealth must be documented and recorded accurately in accordance with eHealth's policies. If you are not sure whether you may seek reimbursement for a certain expense, ask your manager or eHealth's Controller.

All of eHealth's books, records, accounts and financial statements must be maintained in reasonable detail, must appropriately reflect eHealth's transactions and must conform both to applicable legal requirements and to eHealth's system of internal controls.

Business records and communications often become public, and you should avoid exaggeration, derogatory remarks, guesswork or inappropriate characterizations of people and companies that can be misunderstood. For more information regarding the use of internet bulletin boards and internet forums, see Section II.B.9 of the Company's Insider Trading Policy and Guidelines with Respect to Certain Transactions in Company Securities.

13. Confidentiality

You must maintain the confidentiality of confidential information entrusted to you by eHealth or its customers, partners, suppliers or insurance carriers with which eHealth

conducts or has conducted business, except when disclosure is authorized by eHealth's established written policies or its Legal Department or required by laws or regulations, including, but not limited to, your right to engage in Protected Activity, as defined herein. Confidential information includes all non-public information that might be of use to competitors, or harmful to eHealth or its customers, if disclosed, and information that carriers, partners, suppliers and customers have otherwise entrusted to us. The obligation to preserve confidential information continues even after employment ends. In connection with this obligation, every employee should have executed a proprietary information and inventions agreement when he or she began his or her employment with eHealth. Employees should consult the Proprietary Information and Inventions Agreement signed by them for more information on this topic.

14. Protection and Proper Use of eHealth Assets

You should endeavor to protect eHealth's assets and ensure their efficient use. Any suspected incident of fraud or theft should immediately be reported for investigation. eHealth equipment should not be used for non-eHealth business, though limited incidental personal use is permitted.

Your obligation to protect eHealth's assets includes protecting its proprietary information, subject to your right to engage in Protected Activity, as defined herein. Proprietary information includes intellectual property such as trade secrets, patents, trademarks and copyrights, as well as business, marketing and service plans, engineering and manufacturing ideas, designs, databases, records, salary information and any unpublished financial data and reports. Unauthorized use or distribution of such information would violate eHealth policy and could also be illegal and result in civil or even criminal penalties.

15. Protected Activity Not Prohibited

Nothing in this Code is intended to, in any way, limit or prohibit you from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by any federal, state, or local government agency or commission, including the Securities and Exchange Commission (such activity, "Protected Activity"). In connection with Protected Activity, you are permitted to disclose documents or other information as permitted by law, and without giving notice to or receiving authorization from, eHealth. Notwithstanding the foregoing, in making any such disclosures or communications, you will take all reasonable precautions to prevent any unauthorized use or disclosure of any eHealth confidential information to parties other than the specific government agency or commission handling the matter. Protected Activity does not include the disclosure of any eHealth attorney-client privileged communications.

16. Payments to Government Personnel

The U.S. Foreign Corrupt Practices Act prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country.

In addition, the U.S. government has a number of laws and regulations regarding business gratuities that may be accepted by U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules would not only violate eHealth policy, but could also be a criminal offense. State and local governments, as well as foreign governments, may have similar rules. You should receive guidance from eHealth's General Counsel prior to giving anything of value to any foreign government official or political candidate or to an official or employee of the U.S. government.

17. Compliance Standards and Procedures

No code of business conduct and ethics can replace the thoughtful behavior of an ethical employee or director or provide definitive answers to all questions. Since eHealth cannot anticipate every potential situation, the following policies and procedures have been put in place to help you approach questions or problems when they arise.

A. Designated Ethics Officer

eHealth's General Counsel has been designated as eHealth's Ethics Officer with responsibility for overseeing and monitoring compliance with the Code. The Ethics Officer may make reports to eHealth's Audit Committee regarding the implementation and effectiveness of this Code and policies and procedures put in place to ensure compliance with the Code.

B. Seeking Guidance

Employees and directors are encouraged to seek guidance from supervisors, managers or other appropriate personnel when in doubt about the best course of action to take in a particular situation. In most instances, questions regarding the Code should be brought to the attention of the Ethics Officer.

C. Reporting Violations

If an employee or director knows of or suspects a violation of the Code, or of applicable laws and regulations, he or she must report it immediately to the Ethics Officer. If the situation warrants or requires it, the reporting person's identity will be kept anonymous to the extent legally permitted. In addition, an employee may report these concerns (which may be anonymous at the discretion of the employee) through

EthicsPoint at (866) 384-4277 (U.S., Canada and Guam), 10-800-712-1239 (China – Northern), 10-800-120-1239 (China – Southern), or through EthicsPoint’s website located at www.ethicspoint.com. Such reports may be anonymous at the discretion of the employee.

D. No Retaliation

Any employee or director who observes possible unethical or illegal conduct is encouraged to report his or her concerns. Reprisal, threats, retribution or retaliation against any person who has in good faith reported a violation or suspected violation of law, this Code or other eHealth policies, or against anyone who is assisting in any investigation or process with respect to such a violation, is prohibited. You are expected to cooperate fully with any investigation made by eHealth into reported violations.

E. Discipline/Penalties

Any violation of the laws or regulations governing eHealth’s business, this Code or any other eHealth policy, procedure or requirement may subject you to disciplinary action, up to and including termination. If you have knowledge of a violation and fail to move promptly to report or correct it, or if you direct or approve of violations, you may be subject to disciplinary action, up to and including termination. In addition, violation of some of the provisions of this Code is illegal and may subject you to civil and criminal liability.

18. Waivers of the Code

This Code may be amended or modified by the Board or a committee of Board. Any waiver of this Code for a director, executive officer or the General Counsel may be made only by the Board or a committee of the Board. Waivers with respect to other employees may be made only by eHealth’s General Counsel. Any waiver of the Code for executive officers or directors, and the reasons for such waiver, will be disclosed in eHealth’s public filings, as required by law or regulation, including any securities market rules.

EHEALTH, INC.
ANTI-BRIBERY AND ANTI-CORRUPTION LAWS
COMPLIANCE POLICY

(as amended on March 8, 2018)

eHealth, Inc. (“eHealth” or “the Company”) is committed to maintaining the highest level of professional and ethical standards in the conduct of its business in all countries in which it operates or otherwise has business connections, including the United States. The Company’s reputation for honesty, integrity and fair dealing is an invaluable component of the Company’s financial success, and of the personal satisfaction of its employees.

One of the U.S. laws directly relevant to that commitment is the U.S. Foreign Corrupt Practices Act, known as the FCPA, which prohibits corruption of foreign government officials. More specifically, the FCPA is a criminal statute that prohibits all U.S. companies and persons (and those working on their behalf) from corruptly offering, promising, paying or authorizing the payment of anything of value to any foreign official to influence that official in the performance of his or her official duties. This prohibition applies whether the offer or payment is made directly, or through a third person. Thus, the Company could be held liable for payments made by its agents, distributors, consultants, representatives, joint venture partners or other third parties working on behalf of the Company (collectively referred to as “third party agents”). The FCPA also requires the Company to maintain an accounting system that ensures reasonably detailed and accurate records of all of its financial transactions and a system of internal accounting controls that protects against off-book accounts and disbursements and other unauthorized payments. The penalties for violating the FCPA are very severe and potentially devastating to both the Company and the individuals involved.

The Company also is committed to compliance with applicable commercial bribery laws, such as the U.S. Travel Act and California Penal Code Section 641.3, which taken together generally prohibits the bribery of private persons (as opposed to government officials).

To facilitate day-to-day compliance with eHealth’s ethical and legal obligations under the FCPA and applicable commercial bribery laws, it is adopting a formal Compliance Policy, which will be managed by the Legal Department. To implement this Policy effectively, every person in our Company must make a personal commitment to it. While we do not expect every person in the Company to become an expert in the FCPA or applicable commercial bribery laws, we do expect every employee and third party agents, to adhere to the Company’s ethical standards, to be cognizant of the FCPA and other applicable laws that relate to the issue of improper payments and to seek guidance from the Legal Department whenever any uncertainty regarding those laws or standards arises. Departures from our business standards will not be tolerated. The guidelines set forth below are intended to provide our employees and third parties working on behalf of the Company with guidance on the FCPA compliance issues. We encourage you to review these guidelines carefully and to discuss any questions you may have with the General Counsel of the Company or his/her designee (collectively, the “Legal Department”).

Purpose

To ensure eHealth, Inc.'s (the "Company") compliance with both the letter and spirit of the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA" or the "Act"), this Anti-Bribery and Anti-Corruption Compliance Policy (the "Policy") is intended for use by all eHealth, Inc. ("eHealth" or "the Company") personnel, as well as agents, consultants, representatives, joint venture partners or other third parties working on behalf of the Company (collectively referred to as "third party agents"), including those working for or on behalf of eHealth's subsidiaries, affiliates, and third party agents. This Policy provides details concerning the requirements of the FCPA and applicable commercial bribery laws and the compliance procedures that must be followed by all Company personnel and third party agents.

Guidelines

1. Summary of the FCPA

The FCPA has two primary sections: (1) the anti-bribery prohibitions and (2) the accounting and recordkeeping requirements. Both components apply to the Company's business activities conducted in the United States and abroad.

Anti-bribery Prohibitions

The FCPA's anti-bribery prohibitions disallow a U.S. company or its employee or third party agent from giving, paying, promising, offering, or authorizing the payment, directly or indirectly through a third party, *anything of value* to any "foreign official" (a broad term whose scope is discussed in Section B below) to persuade that official to help the company, or any other person, obtain or keep business. The FCPA bars payments even if: (1) the benefit is for someone other than the party making the payment; (2) the business sought is not with the government; (3) the payment does not work and no business is awarded; or (4) the foreign official initially suggested the payment. To be clear, "anything of value" is not limited to money but also includes meals, gifts, entertainment, travel, or other things of value.

The FCPA does contain a narrow exception that allows for "facilitating payments," which are payments of a nominal amount made to ensure non-discretionary governmental actions, such as processing visas or business permits. However, despite this exception and because facilitating payments are prohibited under many other international anti-corruption and anti-bribery laws, **it is against Company policy to make facilitating payments** (unless the health or safety of an employee is at risk).

Please note the term "foreign official" is defined broadly under the FCPA. For purposes of this Policy, a "foreign official" means all paid, full-time employees of a non-U.S. government department or agency (whether in the executive, legislative or judicial branches of government and whether at the national, provincial, state or local level) or of a "public international organization," or any person acting in an official capacity for or on behalf of a non-U.S. government or government entity or of a public international organization, any foreign political

party or party official, or any candidate for foreign political office. Foreign officials can also include part-time workers, unpaid workers, individuals who do not have an office in a non-U.S. government facility, and anyone acting under a delegation of authority from a non-U.S. government to carry out government responsibilities. Thus, foreign officials include not only elected officials, but also consultants who hold government positions, and officers or employees of companies or entities which have non-U.S. government ownership or control, such as state-owned enterprises and government-controlled universities and hospitals. Physicians or others working in government-owned and/or controlled hospitals are to be considered “foreign officials” under the Policy. Additionally, the term “public international organization” includes such organizations as the World Bank, the International Finance Corporation, the International Monetary Fund, and the Inter-American Development Bank. The Company’s Legal Department should be contacted if there is a question as to whether an organization should be treated as a public international organization for the purpose of this Policy.

It is important to note that the FCPA prohibits payments to individual “foreign officials.” *Bona fide* payments to a government entity are not prohibited unless the Company has some reason to know that the payment will end up in the hands of an individual official.

Accounting and Recordkeeping Requirements

The FCPA generally prohibits the falsification of books and records and sets forth certain accounting requirements. The FCPA’s accounting and recordkeeping requirements mandate that the Company and its majority-owned affiliates to keep accurate and complete records of the financial transactions in which it engages. The Company must make good faith efforts to ensure that the ventures in which it owns a minority interest and the third party agents it engages also keep such records.

Compliance with the FCPA must be undertaken on a case-by-case basis and can be complex. Employees should not try to solve FCPA problems on their own.

2. Commercial Bribery Laws

The U.S. Travel Act and California Penal Code Section 641.3, taken together, generally prohibit the bribery of private persons (as opposed to government officials). The commercial bribery laws prohibit Company employees from making payments or providing anything of value, including kickbacks, to private persons to improperly influence the recipient and/or establish an improper *quid pro quo*. For example, it would be improper and potentially illegal to offer expensive sports tickets to a customer in exchange for them awarding a contract. Likewise, it would be improper to artificially inflate commissions or discounts to customers and thereafter split the inflated commissions or discounts for personal gain.

Commercial bribery laws also prohibit Company employees from receiving bribes and improper payments and other improper things of value from customers, third party agents, or other parties.

The commercial bribery laws do not prohibit Company employees or third party agents from providing reasonable things of value to customers or other third parties, such as meals, entertainment, gifts, travel, etc., so long the provisions are:

- Reasonable in value, not lavish or excessive, and in good taste;
- Not in the form of cash;
- Related to a legitimate business purpose, such as discussing, explaining, or promoting the Company's products and services;
- Provided openly and transparently;
- Permitted by the Company's other policies and procedures;
- Legal under all other applicable laws; and
- Accurately recorded in the Company's books and records.

3. Prohibited Payments

The law prohibits offering, promising, or giving "anything of value" to a foreign official to get or keep business, direct business to any person, or secure any advantage. Thus, it is not limited to cash payments. Gifts, entertainment, excessive business promotional activities, covering or reimbursing expenses of foreign officials, in-kind or political contributions, investment opportunities, subcontracts, stock options, and similar items provided to foreign officials are all things of value that can violate the FCPA.

The FCPA also prohibits indirect payments to foreign officials. Therefore, a U.S. company can face FCPA liability based on improper payments made by its third party agents or other business partners. Accordingly, unless the Company's Legal Department has provided prior, written approval, neither the Company nor any of its employees, agents or business partners shall make, promise or authorize any gift, payment or offer anything of value on behalf of the Company to a foreign official or to any third person (such as a consultant) who, in turn, is likely to make a gift, payment or offer anything of value to a foreign official.

For foreign officials, Company personnel and third party agents should not offer, promise, make or authorize *any* gift, payment or offer anything of value to any foreign official, whether on the local, regional or national level, unless the Company's Legal Department has provided prior, written approval.

For private persons, Company personnel and third party agents may not offer or provide or accept any bribes, kickbacks, influence payments, improper thing of value, or any payment in violation of applicable commercial bribery laws. Company personnel and third party agents are permitted to provide reasonable things of value to private persons, such as meals, entertainment, gifts, travel, etc., subject to the requirements outlined in Section 2 above without the Legal Department's preapproval.

4. Accounting and Recordkeeping Requirements

As mentioned above, the FCPA imposes strict accounting, recordkeeping and internal controls requirements on “issuers,” including eHealth, in its foreign operations. For these reasons and as a matter of Company policy, eHealth personnel must accurately and completely describe all expenditures, including facilitating payments, and should never inaccurately describe or seek to mischaracterize the nature or amount of a transaction.

This means that the Company must:

- Make and keep books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of the Company; and
- Maintain all records relating to FCPA compliance matters for a minimum of five (5) years, and take diligent efforts to keep original documents.
- Devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
 - all transactions are executed in accordance with management’s general or specific authorization;
 - transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles (“GAAP”) or any other criteria applicable to such statements, and (b) to maintain accountability for assets;
 - access to assets is permitted only in accordance with management’s general or specific authorization; and
 - the recorded accountability for assets is compared with the existing assets at reasonable intervals, and appropriate action is taken with respect to any differences.

In particular, this means that:

- Employees must be timely and complete when preparing all reports and records required by management.
- In connection with dealings with public officials and with other international transactions explained in this Policy, employees must obtain all required approvals from the Legal Department, and, when appropriate, from foreign governmental entities.
- Prior to paying or authorizing a payment to a foreign official, Company employees or agents should be sure that no part of such payment is to be made for any purpose other than that to be fully and accurately described in the Company’s books and records.

- No undisclosed or unrecorded accounts of the Company are to be established for any purpose. False or artificial entries are not to be made in the books and records of the Company for any reason.
- Personal funds must not be used to accomplish what is otherwise prohibited by Company policy.
- Company personnel should never accede to requests for false invoices or for payment of expenses that are unusual, excessive, inadequately described or otherwise raise questions under this Policy.
- Company personnel should ensure that all transactions are executed in accordance with management's authorization and that there are no off-book accounts or unauthorized payments.

If a question arises regarding any improper payment related issue, please consult immediately with the Legal Department. You also should consult the Company's Policy Regarding Reporting of Financial and Accounting Matters should you have concerns or an issue to report.

5. Due Diligence & Caution in Selecting Agents/Representatives/Partners

To ensure compliance with the illegal payments provisions of the FCPA, the Company must be careful to avoid situations involving third parties that might lead to a violation of the FCPA. It is much better not to hire an agent or consultant, for example, than to conduct business through the use of a third party's questionable payments. Therefore, prior to entering into an agreement with any agent, consultant, joint venture partner or other representative who acts on behalf of the Company with regard to foreign governments on international business development or retention, the Company will perform proper and appropriate FCPA-related due diligence and obtain from the third party certain assurances of compliance. For example, unless otherwise approved by the Company's Legal Department, all agreements entered into by the Company with such parties shall contain a FCPA compliance clause similar to Exhibit A. In addition, Company personnel should not enter into any written or oral agreements on behalf of the Company with any such party unless the Company's Legal Department has provided prior, written approval.

Examples of some questions to ask in an effort to identify "red flags" that may indicate a potential FCPA violation include:

- What is the country in question? Special caution should be exercised in countries with a reputation for corruption.
- What is the reputation of the agent?
- What is the amount of the commission? A high-risk situation may exist when the commission is above the "going-rate."

- Has there been a request that the Company provide an invoice substantially in excess of the actual services provided?
- Has the agent refused to provide representation on his conduct (such as whether he is aware of knowledgeable regarding the FCPA and has taken no action that would violate it)?
- Does the agent have any relationship to the government (i.e. related to top government officials or the country's royal family)?
- Have any transactions been recorded as "cash," including checks made out to "cash" without proper documentation?
- Has there been any suspicious statements made such as "you know how business is done here", "we need to take care of him", or "we need to grease the skids"?
- Have managers of foreign operations been paid unusual bonuses?

6. Political and Charitable Contributions

All grants of financial support or donations made in connection with the Company's business to foreign political parties, political campaigns, or charities/nonprofits must be preapproved, in writing, by the Legal Department. Candidates, members, or employees of foreign political parties are "foreign officials" under the FCPA. Additionally, charitable donations can in some circumstances be used as a disguise for bribery, for example where a donation is provided to a 'charity' which is controlled by a foreign public official who is in a position to make decisions affecting the company. Therefore, while the Company may provide financial support or donations to foreign political parties, political campaigns, or charities/nonprofits, all such contributions and donations must be pre-approved by the Legal Department. This pre-approval requirement does not apply to individual employees' personal contributions or donations to political parties, campaigns, or charities that are not connected to the Company's business.

Penalties

The SEC and the Department of Justice share enforcement responsibility for the FCPA.

Violation of Anti-bribery Provisions

The FCPA imposes criminal liability on both individuals and corporations. For individuals who violate the anti-bribery provisions of the FCPA, criminal penalties include fines of up to \$250,000 or twice the amount of the gross pecuniary gain resulting from the improper payment, imprisonment of up to five years, or both. The Company may not reimburse any fine imposed on an individual. Corporations may be fined up to \$2,000,000, or, alternatively, twice their pecuniary gain, for criminal violations of the FCPA's anti-bribery provisions. In addition to criminal penalties, a civil penalty of up to \$16,000 (plus an inflation adjustment) per violation may be imposed upon a company that violates the anti-bribery provisions, and against any

officer, director, employee or agent of a company, or a stockholder acting on behalf of a company who violates the Act. The U.S. Department of Justice and the U.S. Securities Exchange Commission may also obtain injunctions to prevent FCPA violations.

Violation of Accounting and Recordkeeping Requirements

Individuals who willfully violate the accounting provisions of the FCPA may be fined up to \$5,000,000, imprisoned up to twenty years, or both. The FCPA prohibits the Company from reimbursing any fine imposed on an individual. A corporation may be fined up to \$25,000,000. Alternatively, both individuals and corporations violating the FCPA accounting provisions may be subject to fines of up to twice the amount of any pecuniary gain or loss resulting from such violation.

The accounting provisions also provide for penalties similar to those levied for most securities law violations, such as civil injunctive action or monetary penalties. The SEC may obtain a civil penalty not to exceed the greater of (a) the gross amount of the pecuniary gain to the defendant as a result of the violations or (b) a specified dollar limitation. The specified dollar limitations are based on the egregiousness of the violation, ranging from \$7,500 to \$150,000 for an individual (plus inflation adjustments) and \$75,000 to \$725,000 for a company (plus inflation adjustments). The SEC may obtain civil penalties both in actions filed in federal court and in administrative proceedings.

In addition to civil and criminal penalties, a person or company found in violation of the FCPA may be precluded from doing business with the U.S. government. Other penalties include denial of export licenses and debarment from programs under the Commodity Futures Trading Commission and the Overseas Private Investment Corporation.

Violation of the Company's Compliance Policy and Guidelines

Violation of the Policy may also result in discipline by the Company, up to and including termination of employment.

Responsibilities of All Company Employees

All managers shall be responsible for the enforcement of, and compliance with, this Policy, including the necessary distribution to ensure employee knowledge and compliance.

Every Company employee, agent or representative whose duties are likely to lead to involvement in, or exposure to, any of the areas covered by the FCPA is expected to become familiar with and comply with this Policy.

Any suspected violation of the FCPA should be immediately brought to the attention of the Company's Legal Department. Suspected violations may also be reported by phone through EthicsPoint at (866) 413-1976 (U.S., Canada and Guam), 10-800-712-1239 (China – Northern), 10-800-120-1239 (China – Southern), or through EthicsPoint's website located at www.ethicspoint.com. Although you are encouraged to identify yourself, you may remain anonymous when using the EthicsPoint service. In certain countries, privacy laws limit reporting using EthicsPoint to concerns related to finance, auditing, accounting, banking, anti-

bribery and related matters. Rest assured that the Company has a non-retaliation policy against employees who raise relevant concerns in good faith.

Additional Information

Nothing in this Policy (or any other Company policy or document) is intended to prevent or limit any employee from directly reporting information to, filing a charge or complaint with, or otherwise communicating with or participating in any investigation or proceeding conducted by, any federal, state or local government agency or commission (“Government Agencies”), including disclosing documents or other information pertaining to the Company without giving notice to or receiving further permission from the Company (“Protected Activity”). Notwithstanding, in making any such disclosures or communications, employees should take all reasonable precautions to prevent any unauthorized use or disclosure of information that may constitute Company confidential information to any parties other than the Government Agencies. Employees are also not permitted to disclose any Company attorney-client privileged communications or attorney work product. A report to Government Agencies may be made instead of, or in addition to, a report directly to the Company through its Legal Department or Audit Committee or the Company’s reporting hotline.

EXHIBIT A

(Sample FCPA Compliance Clause)

The [**Third Party Agent**] understands that the Company is required to and abides by the United States Foreign Corrupt Practices Act of 1977, as amended (FCPA), U.S. Travel Act, and similarly applicable anti-bribery and anti-corruption laws (collectively, “ABC Laws”). The [**Third Party Agent**] represents and warrants that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value to anyone as an inducement or reward to act or fail to act or otherwise improperly influence (a) any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies) or any person acting on behalf of a foreign government, (b) any political party, official of a political party, or candidate, (c) to an intermediary for payment to any of the foregoing, (d) any official, employee, or agent of a public international organization or (e) any other person or entity in a corrupt or improper effort to obtain or retain business, direct business to another, or obtain any commercial advantage, such as receiving a permit or license or other favorable treatment. [**Third Party Agent**] shall not cause the Company to violate the ABC Laws and not engage in any bribery, corruption, kickbacks, influence payments, or other improper payments while working on behalf of the Company. The [**Third Party Agent**] agrees that the Company may immediately suspend payment and terminate this agreement, in its sole discretion and without notice, should the Company learn of information suggesting [**Third Party Agent**] has failed to comply with the provisions of the ABC Laws.

EHEALTH, INC.

INSIDER TRADING COMPLIANCE PROGRAM

(as amended on March 7, 2019)

In order to take an active role in the prevention of insider trading violations by its officers, directors, employees, consultants and other related individuals, eHealth, Inc. (the “**Company**”) has adopted the policies and procedures described in this memorandum.

I. ADOPTION OF INSIDER TRADING POLICY

The Company has adopted the Insider Trading Policy attached hereto as Exhibit A, which prohibits trading based on material, nonpublic information regarding the Company (“**Material Nonpublic Information**”). This Insider Trading Policy covers (i) all employees of the Company and its subsidiaries (collectively, “**Employees**”); (ii) all members of the Company’s Board of Directors; and (iii) consultants to the Company and its subsidiaries who receive or have access to Material Nonpublic Information. This Insider Trading Policy also covers members of the immediate families of the foregoing, other family members who live in the same household as the foregoing and any other family member whose transactions in securities are directed by the foregoing (“**Related Parties**” and, together with Employees, members of the Company’s Board of Directors and consultants of the Company that receive or have access to Material Nonpublic Information, “**Insiders**”). The Insider Trading Policy (and/or a summary thereof) is to be delivered to all new Employees on the commencement of their relationships with the Company.

II. DESIGNATION OF CERTAIN PERSONS.

A. Officers and Directors.

The Company has determined that those persons listed on Exhibit B hereto are the directors and officers who are subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and the rules and regulations thereunder (“**Section 16 Individuals**”). Section 16 Individuals are subject to the Preclearance and Trading Window requirements described in the Insider Trading Policy. Exhibit B may be amended by the Company from time to time. Exhibit B is not necessarily an exhaustive list of persons subject to Section 16 requirements at any given time. Even if an individual is not listed on Exhibit B, that individual may be subject to Section 16 reporting obligations because of that person’s shareholdings, for example. The obligation to file Section 16 reports, and to otherwise comply with Section 16, is personal. Neither the Company nor the Insider Trading Compliance Officer (defined below) is responsible for the failure to comply with Section 16 requirements.

B. Employees.

The Company has determined that all **Employees** and their **Related Parties** are subject to the Trading Window requirements described in the Insider Trading Policy, in that the Company believes such persons have, or are likely to have, access to the Company’s internal financial statements or other Material Nonpublic Information.

C. Other Persons.

Under certain circumstances, consultants to the Company may have access to Material Nonpublic Information for a period of time. During such period, such persons shall refrain from trading in the Company's securities.

III. APPOINTMENT OF INSIDER TRADING COMPLIANCE OFFICER.

The Company's General Counsel has been appointed to serve as the Company's Insider Trading Compliance Officer.

IV. DUTIES OF INSIDER TRADING COMPLIANCE OFFICER.

The duties of the Insider Trading Compliance Officer shall include, but not be limited to, the following:

- Preclearance of all transactions involving the Company's securities by Section 16 Individuals; provided, however, that this preclearance requirement shall not apply to transactions made under a trading plan that has been adopted pursuant to Securities and Exchange Commission ("SEC") Rule 10b5-1(c) and reviewed and approved in writing by the Insider Trading Compliance Officer (an "**Approved Rule 10b5-1 Trading Plan**").
- Assistance in the preparation of Section 16 reports (Forms 3, 4 and 5) for certain Section 16 Individuals; provided that compliance with Section 16 is ultimately the responsibility of the Section 16 Insider.
- Provision of the Insider Trading Policy and other appropriate materials to new Employees, directors and others who have, or may have, access to Material Nonpublic Information.
- Reviewing and providing prior approval of any Approved Rule 10b5-1 Trading Plan, in order to ensure compliance with Company policies, and receiving notice no later than the date of execution of all transactions under Approved Rule 10b5-1 Trading Plans. The Insider Trading Compliance Officer is not responsible for determining whether such plans are in compliance with SEC Rule 10b5-1.
- Assisting the Company in implementation of the Insider Trading Policy, including the preclearance of transactions involving securities by Employees and Related Persons in accordance with this Insider Trading Policy.

The Insider Trading Compliance Officer may select others to assist with the execution of the Insider Trading Compliance Officer's duties. No approval or preclearance by the Insider Trading Compliance Officer shall constitute a legal opinion or a guarantee of compliance with any applicable law, regulation or rule.

EXHIBIT A

(to Insider Trading Compliance Program)

INSIDER TRADING POLICY

AND

**GUIDELINES WITH RESPECT TO
CERTAIN TRANSACTIONS IN COMPANY SECURITIES**

(as amended on March 7, 2019)

This Insider Trading Policy provides restrictions on and guidelines to employees, officers and directors of, and consultants to, eHealth, Inc. (the “**Company**”) with respect to transactions in the Company’s securities.

I. APPLICABILITY OF POLICY

This Insider Trading Policy applies to all transactions in the Company’s securities, including common stock, options to purchase common stock, and any other securities the Company may issue from time to time, such as preferred stock, warrants and convertible debentures, as well as to derivative securities relating to the Company’s stock, whether or not issued by the Company, such as exchange-traded options. It applies to (i) all employees of the Company and its subsidiaries (collectively, “**Employees**”), (ii) all members of the Company’s Board of Directors and (iii) all consultants to the Company and its subsidiaries who receive or have access to Material Nonpublic Information (as defined below) regarding the Company. It also applies to members of the immediate families of the foregoing, other family members who live in the same household as the foregoing and any other family member whose transactions in securities are directed by the foregoing (“**Related Parties**” and, together with Employees, members of the Company’s Board of Directors and consultants of the Company that receive or have access to Material Nonpublic Information, “**Insiders**”). While the procedures and policies contained in this Insider Trading Policy are Company policy, they are not intended to replace the primary responsibility of each director, officer, Employee and consultant to understand and comply with the prohibition on insider trading under United States federal and state securities laws. Please contact the Company’s General Counsel (the “**Insider Trading Compliance Officer**”) with any questions.

II. STATEMENT OF POLICY

A. General Policy

It is the policy of the Company to oppose the unauthorized disclosure of any nonpublic information acquired in the work-place and the misuse of Material Nonpublic Information in securities trading.

B. Specific Policies

1. *Trading on Material Nonpublic Information.* No Insider shall engage in any transaction involving a purchase or sale of the Company’s securities, including any offer to purchase or offer to sell, during any period commencing with the date that the Insider possesses Material

Nonpublic Information concerning the Company, and ending at the close of business on the **second full Trading Day** following the date of public disclosure of that information, or at such time as such nonpublic information is no longer material. This restriction on trading does not apply to transactions made under a trading plan that has been adopted pursuant to Securities and Exchange Commission Rule 10b5-1(c) and reviewed and approved in writing by the Company's Insider Trading Compliance Officer (an "**Approved Rule 10b5-1 Trading Plan**"). As used herein, the term "**Trading Day**" shall mean a day on which the National Association of Securities Dealers, Inc. Automated Quotation System, New York Stock Exchange and other national stock exchanges are open for trading. A Trading Day begins at the time trading begins on such day.

2. Tipping. No Insider shall disclose Material Nonpublic Information to, or "tip," any other person (including family members) where such information may be used by such other person to profit by trading in the securities of the Company or other companies to which such information relates, nor shall such Insider or other person make recommendations or express opinions as to trading in the Company's securities on the basis of Material Nonpublic Information.

3. Confidentiality of Nonpublic Information. All nonpublic information relating to the Company and its subsidiaries is the property of the Company. Subject to the right to engage in Protected Activity, as described in section 10, unauthorized disclosure of such information is forbidden.

4. Black-out Period. All **Insiders** must refrain from engaging in transactions involving a purchase or sale of the Company's securities, including any offer to purchase or offer to sell, other than in accordance with Section IV of this Insider Trading Policy (which describes permitted Trading Windows and certain other restrictions).

5. Margin Accounts and Pledges. No **Insider** may hold Company securities in a margin account or pledge Company securities as collateral for a loan. Securities held in a margin account or pledged as collateral for a loan may be sold without consent — by the broker for failure to meet a margin call, or by the lender in foreclosure for default on the loan — at a time when an Insider is aware of Material Nonpublic Information or otherwise is not permitted to trade in Company securities. An exception to this prohibition may be granted where an Insider wishes to pledge Company securities as collateral for a loan (not including margin debt) and can clearly demonstrate the financial capacity to repay the loan without resort to the pledged securities. An Insider who wishes to pledge Company securities as collateral for a loan must submit a written request for approval to the Insider Trading Compliance Officer at least two weeks prior to the proposed execution of documents evidencing the proposed pledge.

6. Prohibition Against Short Sales. No **Insider** shall, directly or indirectly, sell any equity security of the Company if the person selling the security or that person's principal (1) does not own the security sold (a "short sale"), or (2) if owning the security, does not deliver it against such sale (a "short sale against the box") within twenty (20) days thereafter, or does not within five (5) days after such sale deposit it in the mails or other usual channels of transportation. Generally, a short sale, as defined in this Insider Trading Policy, means any transaction whereby one may benefit from a decline in the Company's stock price. While Insiders who are not officers or directors are not prohibited by law from engaging in short sales of the Company's securities, this Insider Trading Policy prohibits them from doing so.

7. Prohibition Against Trading in Derivative Securities. No **Insider** shall purchase or sell, or make any offer to purchase or offer to sell, derivative securities relating to the Company's securities, whether or not issued by the Company, such as exchange traded options to purchase or sell the Company's securities (so-called "puts" and "calls"). This paragraph is not meant

to, and shall not be construed as to, affect the ability of the Company to grant options, stock appreciation rights and other securities to Insiders under employee benefit plans or agreements adopted by the Board of Directors or the ability of Insiders to exercise such securities and sell the underlying common stock (if any), provided that any such sale is otherwise in accordance with this Insider Trading Policy.

8. *Placing Open Orders with Brokers.* Insiders should exercise caution when placing open orders, such as limit orders or stop orders, with brokers, particularly where the order is likely to remain outstanding for an extended period of time. Open orders may result in the execution of a trade at a time when such persons are aware of Material Nonpublic Information or otherwise are not permitted to trade in the Company's securities, which may result in inadvertent insider trading violations, Section 16 violations (for officers and directors), violations of this Insider Trading Policy and unfavorable publicity for individual violators and the Company. Brokers should be informed of the Trading Window (applicable to **Insiders** other than consultants) and preclearance requirements (applicable to Section 16 Individuals) discussed in Section IV below at the time any open order is placed.

9. *Prohibition Against Public Disclosure.* The prohibition against disclosing material non-public information includes (without limitation) newspapers and magazines, as well as internet bulletin boards and internet forums (including chat rooms) where companies and their prospects are discussed. Examples of such forums include Yahoo! Finance, Silicon Investor and Motley Fool. The posts in these forums are typically made by unsophisticated investors who are sometimes poorly informed. The posts generally are carelessly stated or, in some cases, malicious or manipulative and are intended to benefit the posters' own investments. Accordingly, no **Insider** shall make any unauthorized disclosure of Company information on the Internet and, more specifically, shall not disclose Company-related information on an internet bulletin board or forum, regardless of the situation. Despite any inaccuracies that may exist (and often there are many), posts in these forums can result in the disclosure of material non-public information and may bring significant legal and financial risk to the Company. Therefore, they are prohibited. Any post that is made by any person with access to Material Nonpublic Information, or information supplied by any such person for someone else to post, will be treated as a violation of this Insider Trading Policy.

10. *Protected Activity Not Prohibited.* Nothing in this or any other Company policy or document prohibits or limits any person from filing a charge or complaint with, or otherwise communicating with or participating in any investigation or proceeding conducted by any federal, state or local government agency or commission ("Government Agencies"), including disclosing documents or other information (with the exception of the Company's attorney-client privileged communications or attorney work product) pertaining to the Company without giving notice to, or receiving further authorization from, the Company ("Protected Activity"). In making any such disclosures or communications, persons subject to this policy should take all reasonable precautions to prevent any unauthorized use or disclosure of information that may constitute Company confidential information to any parties other than the Government Agencies.

III. POTENTIAL CRIMINAL AND CIVIL LIABILITY AND/OR DISCIPLINARY ACTION

A. Liability for Insider Trading

Under United States federal law, **Insiders** may be subject to criminal fines of up to \$5,000,000, up to twenty (20) years in jail and other penalties for engaging in transactions in the Company's securities at a time when they have knowledge of Material Nonpublic Information regarding the Company.

B. Liability for Tipping

Insiders may also be liable for improper transactions by any person (commonly referred to as a “tippee”) to whom they have disclosed nonpublic information regarding the Company or to whom they have made recommendations or expressed opinions as to trading in the Company’s securities on the basis of such information. The SEC has imposed large penalties even when the disclosing person did not profit from the trading. The SEC, the National Association of Securities Dealers, Inc., the New York Stock Exchange and the other national stock exchanges use sophisticated electronic surveillance techniques to uncover insider trading.

C. Possible Disciplinary Actions

Employees of the Company who violate this Insider Trading Policy may also be subject to disciplinary action by the Company, which may include, *inter alia*, ineligibility for future participation in the Company’s equity incentive plans or termination of employment.

IV. TRADING REQUIREMENTS

A. Trading Window

To ensure compliance with this Insider Trading Policy and applicable United States federal and state securities laws, the Company requires that **all Insiders** are prohibited from conducting transactions involving the purchase or sale of the Company’s securities other than during the following period (the “**Trading Window**”):

Trading Window – The period in any fiscal quarter commencing at the close of business on the **second full Trading Day** following the date of public disclosure of the financial results for the prior fiscal quarter or year and continuing until the opening of market on the **15th day of the third month of the fiscal quarter**.

In other words, **Section 16 Individuals and Employees** as well as their **Related Parties** are required to refrain from conducting transactions involving the purchase or sale of the Company’s securities during the period in any fiscal quarter commencing on the 15th calendar day of the third month of the fiscal quarter and ending at the close of business on the **second full Trading Day** following the date of public disclosure of the financial results for the prior fiscal quarter or year. The prohibition against trading during this period encompasses prohibiting the fulfillment of “limit orders” by any broker for a **Section 16 Individual or Employee** as well as their **Related Parties**, and the broker with whom any such limit order is placed must be so instructed at the time it is placed. This restriction on trading does not apply to transactions made under an Approved Rule 10b5-1 Trading Plan.

From time to time, the Company may also prohibit **Insiders** from trading in the Company’s securities because of developments that are or may become known to such persons in the Company and are not yet disclosed to the public. The Company will provide the affected **Section 16 Individuals, Employees** and consultants with notice if it determines to do so. In this event, such persons and their **Related Parties** may not engage in any transaction involving the purchase or sale of the Company’s securities during such period, other than transactions made under an Approved Rule 10b5-1 Trading Plan, and should not disclose that fact to others.

It should be noted that even during the Trading Window any person possessing Material Nonpublic Information concerning the Company should not engage in any transactions in the Company’s securities, other than transactions made under an Approved Rule 10b5-1 Trading Plan, until such information has been known publicly for at least **two full Trading Days**. **Each person is**

individually responsible at all times for compliance with the prohibitions against insider trading. Trading in the Company’s securities during the Trading Window should not be considered a “safe harbor,” and all **Insiders** should use good judgment at all times.

B. Preclearance of Trades

The Company has determined that all **Section 16 Individuals** must refrain from trading in the Company’s securities, even during the Trading Window, without first complying with the Company’s notice and preclearance process. Individuals subject to pre-clearance requirements are listed on **Exhibit B**. From time to time, the Company may identify other persons who should be subject to the pre-clearance requirements, and the Company’s Insider Trading Compliance Officer may update and revise **Exhibit B** as appropriate. Each such person must contact the Company’s Insider Trading Compliance Officer prior to commencing any trade in the Company’s securities. The Insider Trading Compliance Officer may consult with senior management of, or legal counsel to, the Company before clearing any proposed trade. In addition, if the Insider Trading Compliance Officer desires to trade in the Company’s securities, the Insider Trading Compliance Officer must obtain preclearance from the Company’s Chief Financial Officer. This preclearance requirement does not apply to transactions made under an Approved Rule 10b5-1 Trading Plan; however, trading in Company securities under an Approved Rule 10b5-1 Trading Plan does not exempt such transactions from the provisions of Section 16, including the reporting requirements and does not necessarily eliminate all risks. See “Additional Information – Section 16 Individuals” and “Rule 10b5-1 Trading Plans” below.

The Company may find it necessary, from time to time, to require compliance with the preclearance process from certain **Employees** and consultants as well as their **Related Parties** other than and in addition to the Section 16 Individuals and will provide notice of such requirement.

C. Individual Responsibility

Every person subject to this Insider Trading Policy has the individual responsibility to comply with this Insider Trading Policy, and appropriate judgment should be exercised in connection with any trade in the Company’s securities.

An **Insider** may, from time to time, have to forego a proposed transaction in the Company’s securities even if the Insider planned to make the transaction before learning of Material Nonpublic Information and even though the **Insider** believes the Insider may suffer an economic loss or forego anticipated profit by waiting.

V. APPLICABILITY OF POLICY TO MATERIAL NONPUBLIC INFORMATION REGARDING OTHER COMPANIES

This Insider Trading Policy and the restrictions and guidelines described herein also apply to Material Nonpublic Information relating to other companies, including the Company’s carrier partners, marketing partners, customers, vendors or suppliers (“business partners”), when that information is obtained in the course of employment with, or other services performed for, the Company. Civil and criminal penalties, and termination of employment, may result from trading on Material Nonpublic Information regarding the Company’s business partners. All **Insiders** should treat material nonpublic information about the Company’s business partners with the same care required for information related directly to the Company.

VI. DEFINITION OF MATERIAL NONPUBLIC INFORMATION

It is not possible to define all categories of material information; however, information should be regarded as material if there is a reasonable likelihood that it would be considered important to an investor in making an investment decision regarding the purchase or sale of securities.

While it may be difficult under this standard to determine whether particular information is material, there are various categories of information that are frequently material. Examples of types of information that are frequently material include:

- Financial results;
- Known but unannounced future earnings or losses;
- Timing of significant new product or technology introductions;
- News of a pending or proposed merger or other acquisition;
- News of the disposition or acquisition of significant assets;
- Material impairments, write-offs or restructurings;
- Creation of a material direct or contingent financial obligation;
- Impending bankruptcy or financial liquidity problems;
- Gain or loss of a substantial business partner, insurance carrier partner, customer or supplier;
- Changes in dividend policy;
- New product announcements of a significant nature;
- Significant defects in the Company's service;
- Significant pricing changes;
- Stock splits;
- New equity or debt offerings;
- Significant litigation exposure due to actual or threatened litigation; and
- Major changes in senior management;

Either positive or negative information may be material. Where there is any doubt, you should presume that the information is material and treat it accordingly.

Nonpublic information is information that has not been previously disclosed to the general public and is otherwise not available to the general public. As a general rule, information should be considered public only after **two full Trading Days** have elapsed after the information is broadly distributed to the public in a press release, public filing with the SEC, a pre-announced public webcast or another broad, non-exclusionary form of public communication; however, depending upon the form of the announcement and the nature of the information, it is possible that the information may not be fully absorbed by the marketplace until a later time. It may be difficult to ascertain if certain information is public at a certain time. You should presume information you learn at work is nonpublic unless you have unassailable evidence to the contrary.

VII. CERTAIN EXCEPTIONS

For purposes of this Insider Trading Policy, the Company considers that the exercise of stock options for cash under the Company's stock option plans (but not the sale of any such shares) is exempt from this Insider Trading Policy, since the other party to the transaction is the Company itself, and the price does not vary with the market but is fixed by the terms of the option agreement or the plan. However, Section 16 Individuals are required to notify the Insider Trading Compliance Officer of any such transaction prior to the transaction, in order to ensure timely filing of required Section 16 reports. **Cashless exercises are not exempt from this Insider Trading Policy because they are accomplished by the sale to the public of a portion of the shares issued upon exercise of the option.**

In addition, for purposes of this Insider Trading Policy, the Company considers that bona fide gifts of the Company's securities by **Insiders** are exempt from this Insider Trading Policy. Any other exception must be specifically approved in writing in advance by the Insider Trading Compliance Officer.

VIII. ADDITIONAL INFORMATION – SECTION 16 INDIVIDUALS

Section 16 Individuals must also comply with the reporting obligations and limitations on short-swing transactions set forth in Section 16 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). The practical effect of these provisions is that **Section 16 Individuals** who purchase and sell the Company's securities in non-exempt transactions within a six-month period must disgorge all profits to the Company whether or not they had knowledge of any Material Nonpublic Information.

Under these provisions, and so long as certain other criteria are met, the exercise of an option under the Company's option plans is not deemed a purchase under Section 16; however, these transactions must still be reported in accordance with the requirements of Section 16, and the sale of any such shares is a sale under Section 16.

Moreover, pursuant to Section 16(c) of the Securities Exchange Act (as well as this Insider Trading Policy), no director or officer may make a short sale of the Company's stock. **Section 16 Individuals** should be aware that trading in Company securities under an Approved Rule 10b5-1 Trading Plan does not exempt such transactions from the provisions of Section 16, including the reporting requirements. As a result, Section 16 Individuals trading under an Approved Rule 10b5-1 Trading Plan should instruct the securities broker responsible for executing transactions under such plan to notify the Company's Insider Trading Compliance Officer no later than the date of execution of the transaction.

IX. RULE 10B5-1 TRADING PLANS AND COMPLIANCE OFFICER APPROVAL

As noted above, transactions pursuant to an Approved Rule 10b5-1 Trading Plan are exempt from certain portions of this Insider Trading Policy. In approving a trading plan, the Insider Trading Compliance Officer may, in furtherance of the objectives expressed in this Insider Trading Policy, impose criteria in addition to those set forth in Rule 10b5-1. For example, the Company may require use of a particular broker and/or a particular form. Trading Plans must be filed with the Insider Trading Compliance Officer and must be accompanied by a certificate stating that the trading plan complies with Rule 10b5-1 and any other criteria established by the Company. The Company may publicly disclose information regarding trading plans that individuals may enter.

The Company cannot guarantee that trades, contracts, instructions or plans approved by the Insider Trading Compliance Officer will prevent civil or criminal liability under state or federal

securities or other laws. For instance, some states do not provide for protections similar to SEC Rule 10b5-1(c) regarding trading plans, even though protection may be available on a federal level. Each individual adopting a trading plan is solely responsible for compliance with SEC Rule 10b5-1 and also remains individually responsible for compliance with all applicable laws, rules and regulations on insider trading. Neither the Company nor the Insider Trading Compliance Officer makes any representation, warranty or assurance that an Approved Rule 10b5-1 Trading Plan will protect a person from any civil or criminal liability under federal or state law, and persons electing to purchase or sell securities pursuant to these plans do so at their own risk.

X. AMENDMENTS

The Company is committed to continually reviewing and updating its policies and procedures. The Company therefore reserves the right to amend, alter or terminate this Insider Trading Policy at any time and for any reason, subject to applicable law. A current copy of the Company's policies regarding insider trading may be obtained by contacting the Insider Trading Compliance Officer and is posted on the Company's internal website.

XI. INQUIRIES

Please direct questions as to any of the matters discussed in this Insider Trading Policy to the Company's Insider Trading Compliance Officer:

Scott Giesler
Senior Vice President and General Counsel
2625 Augustine Drive, Second Floor
Santa Clara, CA 95054
(650) 210-3155
scott.giesler@ehealth.com

EXHIBIT B

(to Insider Trading Compliance Program)

(Updated as of April 27, 2020)

I. NON-EMPLOYEE DIRECTORS SUBJECT TO SECTION 16

Andrea C. Brimmer

Beth A. Brooke

Michael D. Goldberg

Randall S. Livingston

Jack L. Oliver III

Dale B. Wolf

II. OFFICERS SUBJECT TO SECTION 16

<u>Name</u>	<u>Position</u>
Scott N. Flanders	Chief Executive Officer and Member of the Board of Directors
David K. Francis	Chief Operating Officer
Timothy Hannan	Chief Revenue Officer
Phillip Morelock	Chief Digital Officer
Gregg Ratkovic	Senior Vice President, Carrier and Business Development
Derek Yung	Senior Vice President, Chief Financial Officer

III. OTHERS EMPLOYEES SUBJECT TO PRE-CLEARANCE REQUIREMENTS

<u>Name</u>
Bill Billings
Bonnie Benjamin
John Connor
Sukhdip Dean
John Desser
Michael Donaldson
Scott Giesler
Robert Geist
Will Guimont
Harpal Harika
Laura Henrikson
Christina Hoffman
Eric Howell
Robert Hurley
Brian Johnson
Thomas Kazarian
Pramod Khincha
Garett Kitch
Atul Kumar
Anthony Lopez
Jitendra Mansharamani
Pollyanna Ma
Patrick Martin
Alisha Mecier
David Nicklaus

Allen Pease

Michael Phillips

Dmitriy Pogosov

Nate Purpura

Teri Ramos

Paul Rooney

Keyu Ruan

Brian Shasha

Andrew Shea

Rahul Shukla

Kate Sidorovich

Seth Teich

Jonathan Wang

Laker Zeng

Jing Zhou

EHEALTH, INC.

**POLICY REGARDING REPORTING OF
FINANCIAL AND ACCOUNTING CONCERNS**

(as amended on March 8, 2018)

Objective

This policy describes the process under which employees should raise concerns regarding questionable accounting, internal accounting controls or auditing matters at, or of the reporting of fraudulent financial information by, eHealth, Inc. and its subsidiaries (collectively, “eHealth” or “the Company”). eHealth’s Code of Business Conduct describes the process under which complaints regarding other matters will be addressed.

As a public company, the integrity of the financial information of eHealth is critical. For this reason, we must maintain a workplace environment where employees who reasonably believe that they are aware of questionable accounting, internal accounting controls or auditing matters, or the reporting of fraudulent financial information (collectively, “Accounting Matters”), can raise these concerns free of any harassment, discrimination or retaliation. It is our policy to encourage our employees to report those concerns immediately after discovery.

Scope of Matters Covered by These Procedures

The procedures in this policy should be used if an employee has a good faith concern regarding Accounting Matters, including, without limitation, the following:

- fraud or deliberate error in the preparation, evaluation, review or audit of any financial statement of the Company;
- fraud or deliberate error in the recording and maintaining of financial records of the Company;
- deficiencies in or noncompliance with the Company’s internal accounting controls;
- misrepresentation or false statement to or by a senior officer or accountant regarding a matter contained in the financial records, financial reports or audit reports of the Company; or
- deviation from full and fair reporting of the Company’s financial condition.

Reporting

If an employee has a good faith concern regarding questionable Accounting Matters, the employee should report the concern by sending an e-mail or letter (which may be anonymous at the discretion of the employee) to the General Counsel of the Company or the General Counsel’s designee (the “Legal Department”).

Employees who are uncomfortable reporting their concerns to the Legal Department may report these concerns to the Audit Committee of the Board of Directors of the Company by

sending an e-mail to ehauditcommittee@ehealth.com or a letter (which may be anonymous at the discretion of the employee) to the Chairman of the Audit Committee at the following address:

Audit Committee Chairman c/o Corporate Secretary
eHealth, Inc.
440 East Middlefield Road
Mountain View, California 94043

Subject: Accounting Matter

In addition, an employee may report these concerns (which may be anonymous at the discretion of the employee) through EthicsPoint at (866) 384-4277 (U.S., Canada and Guam), 10-800-712-1239 (China – Northern), 10-800-120-1239 (China – Southern), or through EthicsPoint's website located at www.ethicspoint.com. Such reports may be anonymous at the discretion of the employee.

Treatment of Complaints and Investigation

- All reports made under this policy will be taken seriously.
- Upon receipt of a complaint, the Legal Department will determine whether the complaint actually pertains to Accounting Matters.
- All complaints that pertain to Accounting Matters will be reported to the Audit Committee.
- Complaints relating to Accounting Matters will be reviewed under Audit Committee direction and oversight by the Company's legal personnel or such other persons as the Audit Committee determines to be appropriate. Confidentiality will be maintained to the fullest extent possible, consistent with the need to conduct an adequate review.
- All employees have a duty to cooperate in any investigation of a report covered by this policy. An employee may be subject to disciplinary action, which may include termination of employment, if the employee fails to cooperate in an investigation or deliberately provides false or misleading information during an investigation.
- Prompt and appropriate corrective action in response to a complaint will be taken when and as warranted in the judgment of the Audit Committee.

Reporting and Retention of Complaints

- Regardless of whether reported concerns have been addressed and dismissed, the Legal Department will report to the Company's Audit Committee at least once per quarter the nature and status of reported concerns and any corresponding investigations related to Accounting Matters.
- The Legal Department will maintain a log of all Accounting Matter complaints, tracking their receipt, investigation and resolution.

No Discrimination, Retaliation or Harassment

The Company strictly prohibits any discrimination, retaliation or harassment in the terms and conditions of employment against any person who makes a report in good faith under this policy. The Company also strictly prohibits any discrimination, retaliation or harassment in the terms and conditions of employment against any person who provides any information or otherwise assists in any investigation of such a report. Employees, who believe that they have been subjected to any discrimination, retaliation or harassment for having submitted a complaint regarding questionable Accounting Matters, or having provided any information or other assistance in an investigation relating to a complaint, should immediately report their concern to the Legal Department or to any supervisor. Any complaint that discrimination, retaliation or harassment has occurred will be promptly and thoroughly investigated by the Company. If such a complaint is substantiated, appropriate disciplinary action will be taken, up to and including termination of employment.

Modification

The Company may modify this policy at any time without notice. Modification may be necessary, among other reasons, to maintain compliance with state or federal regulations or the rules and regulations of the National Association of Securities Dealers and/or to accommodate organizational changes.

Additional Information

Nothing in this Policy (or any other Company policy or document) is intended to prevent or limit any employee from directly reporting information to, filing a charge or complaint with, or otherwise communicating with or participating in any investigation or proceeding conducted by, any federal, state or local government agency or commission (“Government Agencies”), including disclosing documents or other information pertaining to the Company without giving notice to or receiving further permission from the Company (“Protected Activity”). Notwithstanding, in making any such disclosures or communications, employees should take all reasonable precautions to prevent any unauthorized use or disclosure of information that may constitute Company confidential information to any parties other than the Government Agencies. Employees are also not permitted to disclose any Company attorney-client privileged communications or attorney work product. A report to Government Agencies may be made instead of, or in addition to, a report directly to the Company through its Legal Department or Audit Committee or the Company’s reporting hotline.

EHEALTH, INC.

REGULATION FD CORPORATE COMMUNICATIONS POLICY

(as amended on March 8, 2017)

This policy sets forth the policy of eHealth, Inc. (the “Company”) relating to compliance with Regulation FD promulgated by the Securities and Exchange Commission (“SEC”), including with respect to communications with Securities Market Participants (as defined below). It applies to every director, officer and employee of the Company and its subsidiaries.

Background

The SEC’s Regulation FD prohibits the selective disclosure of material nonpublic information to certain enumerated persons. The regulation is intended to eliminate situations where a company discloses important nonpublic information to securities market participants (such as analysts, securities market professionals and institutional investors) before disclosing that information to the general public. Regulation FD requires that, whenever the Company, or a person acting on its behalf, intentionally discloses material nonpublic information to these securities market participants, the Company must simultaneously disseminate the information to the public in a broad and non-exclusionary manner. If the disclosure is unintentional, the material nonpublic information must be publicly disseminated promptly (generally within 24 hours). Both you and the Company could be held liable for substantial penalties under certain circumstances in connection with violations of Regulation FD.

Statement of Policy

Authorized Spokespersons.

The only persons authorized to speak on behalf of the Company to Securities Market Participants (defined below) are the Company’s Chief Executive Officer and Chief Financial Officer (each of the foregoing, an “Authorized Spokesperson”), the Vice President of Investor Relations and any other person specifically designated by an Authorized Spokesperson to speak to those persons with respect to a particular topic or for a specific purpose”). Except as set forth below, the only persons authorized to speak on behalf of the Company to the media are the Authorized Spokespersons (and any other person specifically designated by either of them with respect to a particular topic or for a specific purpose). Unless an Authorized Spokesperson determines otherwise and subject to the other provisions of this policy, senior vice presidents of the Company, the Vice President of Government Relations and the Vice President of Communications (or his designee) may speak to the media or to the public about health insurance awareness, availability, affordability and visibility and may make references to the Company in these contexts. Unless authorized by an Authorized Spokesperson, neither senior vice presidents, the Vice President of Government Relations nor the Vice President of Communications shall (i) make any forward looking statement regarding the Company to the media; or (ii) speak to the media regarding the Company’s results of operations (financial or otherwise), projected results of operations or prospects (including statements about the health

insurance industry in general that would indicate the Company's prospects or results of operations).

Securities Market Participants.

Regulation FD prohibits selective disclosure of material nonpublic information to "Securities Market Participants," which include (i) securities brokers or dealers and persons associated with them; (ii) investment advisers, institutional investment managers and persons associated with either of them; (iii) investment companies, hedge funds and persons affiliated with them; and (iv) stockholders and other security holders of the Company under circumstances in which it is reasonably foreseeable that the stockholder or security holder will purchase or sell the Company's securities on the basis of the information. Analysts and institutional investors are Securities Market Participants. The following are not Securities Market Participants:

- individuals who or entities which owe a duty of confidence or trust to the Company, such as the Company's outside legal counsel, independent auditors or investment bankers;
- individuals who or entities which expressly agree to maintain material, non-public information in confidence; or
- entities whose primary business is the issuance of credit ratings, so long as the material non-public information is disclosed solely for the purpose of developing a credit rating and the Company's credit ratings are publicly available.

If you are in doubt about who is a Securities Market Participant, you should contact the General Counsel of the Company or his/her designee (the "Legal Department").

Disclosure of Material, Non-Public Information

No director or employee should disclose material non-public information to any person except through disclosures sanctioned by the Chief Executive Officer or Chief Financial Officer or where there is an agreement to maintain the material, non-public information in confidence. "Non-public" information is information that has not been disseminated in a manner reasonably designed to make it generally available to investors, such as through one of the methods of distributing information described below. Notably, posting information on the Company's website without another permitted method of distribution is not sufficient.

Directors and employees should familiarize themselves with the materiality guidelines attached hereto as Exhibit A, and should not make judgment calls in this area without consulting with the Legal Department. If you receive a request from someone outside the Company for material nonpublic information, you should not respond. Instead, ask for the person's name and number and contact an Authorized Spokesperson.

When an Authorized Spokesperson, the Vice President of Investor Relations or any other person specifically designated by an Authorized Spokesperson intentionally discloses material non-public information to a Securities Market Participant, it is the Company's policy to *simultaneously* distribute the information to the public in a broad and non-exclusionary manner. The methods the Company may use to distribute the information include, among others, (i) by issuing a widely disseminated press release; (ii) by publicly accessible conference call or webcast, for which there has been advance public notice; or (iii) by filing or furnishing the information with the SEC on a Form 8-K or including it in another document filed with the SEC. Authorized Spokespersons, the Vice President of Investor Relations or any other person specifically designated to speak to a Securities Market Participant by an Authorized Spokesperson should keep current on what information has and has not been publicly disclosed by the Company pursuant to these methods of disclosure. Disclosure by a method other than specifically listed above may not constitute broad, non-exclusionary distribution as is required under Regulation FD.

If any director, employee or Authorized Spokesperson of the Company believes or has doubt as to whether he or she or a director or employee may have disclosed material, nonpublic information, he or she should immediately consult the Legal Department. Should the Company learn that it or an Authorized Spokesperson has made a non-intentional selective disclosure of material non-public information to a Securities Market Participant, it must make prompt (generally within 24 hours) public disclosure of that information. If there is an intervening weekend or holiday, the disclosure shall be before the open of market on the next trading day.

Earnings Calls and Guidance

The Company intends to hold quarterly conference calls to discuss financial results and other matters, which will generally be available to the public to listen via telephone or webcast. Adequate notification of these quarterly calls will be made by Company press release. The Company may choose to disclose material non-public information on these calls and may determine that it is appropriate to make statements about its expectations for future results. The decision whether to do so is the responsibility of the Chief Executive Officer and the Chief Financial Officer.

If the Company provides guidance (in connection with quarterly conference calls or otherwise), it is its policy to do so in a public communication authorized by Regulation FD. The Company will not change or confirm this guidance or express a view as to its comfort with analyst estimates except in compliance with Regulation FD.

Scheduled, Non-Routine Communications

For any scheduled, non-routine communications involving a significant announcement (e.g., a major acquisition, a new product launch, a major expansion of the Company's business or an important analysts conference), Company management planning to participate in the communication shall generally prepare an outline, slides or script of the discussion that shall be used as the basis of the communication. The outline, slides or script shall be approved in advance by the Chief Executive Officer or Chief Financial Officer. If the

Company anticipates disclosing material, non-public information in such communications, it is the Company's policy to ensure that the material, non-public information is concurrently disseminated in a manner in compliance with Regulation FD.

Presentations at Analyst Conferences, Investor Meetings or Road Shows

In general, it is the Company's policy not to disclose material, non-public information during a presentation at a securities analyst conference, one-on-one investor meetings or a Company road show that is not related to a public offering of the Company's securities. If the Company anticipates disclosing material, non-public information in such a setting, it is the Company's policy to ensure that the material, non-public information is concurrently disseminated in a manner in compliance with Regulation FD.

Analyst Models and Reports

It is the Company's policy not to comment upon any financial analyst models, reports or other materials unless authorized by the Chief Executive Officer or the Chief Financial Officer. Any such review or comment shall be limited to immaterial matters or matters of historical accuracy which can be verified by reference to already-public information, such as the Company's SEC filings or press releases. No director or employee of the Company should distribute analyst reports on the Company externally.

Responding to Market or Media Rumors

From time to time there may be rumors or speculation regarding the Company in the market or the media. Whether or not the rumor or speculation has any basis in fact, it is Company's general policy not to comment. Any exceptions must be approved by an Authorized Spokesperson.

Cautionary Statements

In connection with the making of forward-looking statements in oral or written disclosures, the Company will generally include an appropriate cautionary statement intended to meet the safe harbor of the Private Securities Litigation Reform Act of 1995.

Disciplinary Action, Amendments and Inquiries

Employees of the Company who violate this policy shall be subject to disciplinary action by the Company, which may include termination of employment. Nothing in this policy is intended to violate the right of Company employees to disclose confidential Company information directly to the SEC.

The Company is committed to continually reviewing and updating its policies and procedures. The Company reserves the right to amend, alter or terminate this policy at any time for any reason. A current copy of the Company's communication policies may be obtained by contacting the Legal Department and is posted on the Company's internal website.

If you have any questions as to any of the matters discussed in this policy, please direct them to the Legal Department.

EXHIBIT A

GUIDELINES FOR MATERIALITY

1. Information is material according to the SEC if “there is substantial likelihood that a reasonable shareholder would consider it important” in making an investment decision.

2. The SEC identifies certain types of information which it considers “more likely to be considered material.” These may include, among other things:

- quarterly or annual earnings results;
- mergers, acquisitions, tender offers, joint ventures, divestitures or other changes in assets;
- dividends;
- stock splits;
- management changes or changes in control public or private sale of additional securities;
- major litigation;
- significant labor disputes;
- major plant closings;
- establishment of a program to buy the Company’s own shares;
- new products or discoveries, or developments regarding customers or suppliers;
- change in auditors or disagreements with auditors; and
- deterioration in the Company’s credit status.

3. The SEC warns “when an issuer official engages in a private discussion with an analyst who is seeking guidance about earnings estimates, he or she takes on a high degree of risk under Regulation FD. If the issuer official communicates selectively to the analyst nonpublic information that the company’s anticipated earnings will be higher than, lower than, or even the same as what analysts have been forecasting, the issuer likely will have violated Regulation FD.” The SEC cautions that “[t]his is true whether the information about earnings is communicated expressly or through indirect ‘guidance,’ the meaning of which is apparent though implied.”

4. On the other hand, the SEC acknowledges that what may be immaterial to a reasonable investor may help an analyst reach a material conclusion. Therefore, a company “is not prohibited from disclosing a non-material piece of information to an analyst, even if, unbeknownst to the issuer, that piece helps the analyst complete a ‘mosaic’ of information that, taken together, is material.”

**CERTIFICATION REGARDING GOVERNANCE POLICIES AND
EMPLOYEE HANDBOOK**

I have received and read a copy of eHealth, Inc.'s ("**eHealth**") Code of Business Conduct, Insider Trading Compliance Program, Regulation FD Corporate Communications Policy, Anti-Bribery and Anti-Corruption Laws Compliance Policy and Policy Regarding Reporting of Financial and Accounting Concerns (collectively, the "**Governance Policies**") and the Employee Handbook. I acknowledge and agree as follows:

- I have read, understand and will comply with the terms of the Governance Policies and Employee Handbook during my employment or other service relationship with eHealth or any of its direct or indirect subsidiaries.
- If I fail to comply with any provision of the Governance Policies or Employee Handbook, I may be subject to discipline, including termination of my employment or other service relationship with eHealth and any of its direct or indirect subsidiaries.
- I will promptly make the members of my household covered by the Insider Trading Compliance Program aware of the policies contained therein and provide them a copy thereof.
- I further understand that except for the "at-will" nature of my employment relationship with the Company, the Governance Policies and Employee Handbook may be changed at any time by the Company.

(Please print name)

(Date)

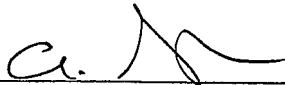
(Signature)

EXHIBIT C

eHealth

HANDBOOK ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the Employee Handbook. I further acknowledge that this handbook is the property of the Company. I understand that I am responsible for knowing and adhering to its contents and the contents of any updates and for safeguarding its proprietary use. I further understand that except for the "at-will" nature of my employment relationship with the Company, the policies contained within the handbook may be changed at any time, and without notice, by the Company.

Employee Signature: 

Name: ANDREW SHEA

Date: 1/9/17

EXHIBIT D

From: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Sent: Monday, November 10, 2025 9:56 AM
To: Hafer, Zachary
Cc: Katz, Adam
Subject: RE: eHealth

*** External Email ***

Zach and Adam,

Thank you for your email.

As to 1, I would add that I stopped reading the documents after assessing that they might be privileged, and that I then segregated the documents from other documents that Mr. Shea provided to me.

As to 2, please note that Mr. Shea used a tablet device, not his phone, to take the photos.

As to 3, Mr. Shea does not believe that he has any additional potentially-privileged materials from eHealth. Also, as we discussed, when taking photos of documents on his eHealth computer, Mr. Shea often did not take photos of the attachments of those documents. I can't make any representations about which specific attachments he opened, or didn't open, when he was an eHealth employee. Furthermore, as I told you before, it's possible that images in Mr. Shea's possession include images of documents that were circulated in a non-privileged context, even though those same documents, or versions of those documents, also may have been attachments to documents that are potentially privileged.

Please don't hesitate to call if you have any questions or would like to discuss further.

- Gregg

From: Hafer, Zachary <Zachary.Hafer@stblaw.com>
Sent: Friday, November 7, 2025 4:18 PM
To: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

Gregg,

Thanks for the call earlier. Can you please confirm that I have accurately set forth your answers to our questions below. Best, Zach.

1. With respect to the first tranche of documents that you provided on 10/24/25, you (Gregg) have seen the contents of those documents, but you did not rely on them in any way in drafting the complaint and you did not share them with or otherwise discuss their contents with the government.
2. Regarding the second tranche of materials that were provided by Mr. Shea directly on 10/29/25, neither you nor anyone working with you or supervised by you (e.g., paralegals) have seen the contents of those documents and you have never discussed their contents with Mr. Shea. Mr. Shea obtained those

documents by using his personal phone to selectively take photos from his then eHealth-issued computer while he was still an eHealth employee.

- Other than what was uploaded by Mr. Shea on 10/29/2025, he does not possess any additional potentially eHealth-privileged materials, including the attachments referenced below. When using his personal device to photograph his company computer to obtain the documents provided on 10/29/25, Mr. Shea did not open and photograph the attachments.

From: Hafer, Zachary
Sent: Friday, November 7, 2025 10:53 AM
To: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

Thanks, Gregg. This is helpful. We are almost through our review of the documents and have a few additional follow-ups:

- I understood from our earlier call that neither you nor anyone at your firm has seen the contents of either set of files that we have now been provided. Is that correct?
- How were these documents stored? It looks like they were saved as individual images, rather than native files, but I read your email to possibly indicate that some of these embedded attachments were actually native “attachments” to these pages.
- Is Mr. Shea also in possession of images of the same documents? If so, we would appreciate if he/you could mark the chart below to reflect which of the attachments Mr. Shea possesses, or, alternatively, indicate that he does not know if he is in possession of an attachment.

Best,

Zach

From: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Sent: Tuesday, November 4, 2025 3:33 PM
To: Hafer, Zachary <Zachary.Hafer@stblaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

*** External Email ***

Zach and Adam – Please see an annotated version of your table below. In the annotations, Mr. Shea has attempted to identify documents that likely were attachments to the pages you reference. As for the pages without annotations, Mr. Shea has searched and been unable to locate the attachments. That said, it’s possible that he possesses images of the same documents, or of versions of the same documents, but not necessarily as attachments to the pages you list. Again, please don’t hesitate to call if you have questions or would like to discuss. - Gregg

Tranche	Page of PDF	
First	4-7	
First	9	

First	20	See pages 12-19
Second	1	See pages 4-5
Second	3	
Second	18	
Second	21	Re second bullet, see pages 19-20
Second	23	See pages 19-20
Second	23	See pages 19-20
Second	27	See pages 29-30
Second	31	See pages 10 and 15-17
Second	35	
Second	37	
Second	49	See pages 51-55
Second	50	See pages 51-55
Second	63	
Second	66	
Second	68	
Second	69	
Second	73	
Second	74	
Second	95	
Second	122	
Second	124	
Second	125	
Second	126	
Second	127	
Second	136	
Second	136	
Second	137	
Second	157	See pages 10 and 15-17

From: Hafer, Zachary <Zachary.Hafer@stblaw.com>
Sent: Monday, November 3, 2025 6:06 PM
To: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

Thanks, Gregg.

Just to confirm, we've included a chart below listing the locations where we saw embedded attachments—is it correct that Mr. Shea is not in possession of any of these? “First tranche” refers to the 20-page PDF initially provided and “second tranche” refers to the 273-page PDF subsequently provided.

Best,

Zach

Tranche	Page of PDF
First	4-7
First	9
First	20
Second	1
Second	3
Second	18
Second	21
Second	23
Second	23
Second	27
Second	31
Second	35
Second	37
Second	49
Second	50
Second	63
Second	66
Second	68
Second	69
Second	73
Second	74
Second	95
Second	122
Second	124
Second	125
Second	126
Second	127
Second	136
Second	136
Second	137
Second	157

From: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Sent: Saturday, November 1, 2025 7:53 AM
To: Hafer, Zachary <Zachary.Hafer@stblaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

*** External Email ***

Zach and Adam – Mr. Shea has searched for the attachments you reference, but he has not been able to locate them. Please don't hesitate to call if you'd like to discuss further. - Gregg

From: Hafer, Zachary <Zachary.Hafer@stblaw.com>
Sent: Friday, October 31, 2025 3:34 PM

To: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

Gregg –

Thanks again for working with Mr. Shea to upload the materials. We are still reviewing, but we noticed that certain pages embed attachments that do not themselves appear to be included within the PDF file. For example, without waiving any privilege, pages 1 and 155 of the PDF that Mr. Shea uploaded this week are screenshots of chats that indicate on the right-hand side that they are attaching “.pdf” files, but the attached .pdf files do not seem to be included in the set of materials.

Could you please have Mr. Shea compile these embedded attachments and upload them via the link below?

<https://stblaw.sharefile.com/r-rea34a75ce14d44cca915dfa76bea669c>

Best,

Zach

From: Hafer, Zachary
Sent: Wednesday, October 29, 2025 5:43 PM
To: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

We were able to download, Gregg, thanks. We'll be in touch after we've had a chance to review.

Zach

From: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Sent: Wednesday, October 29, 2025 10:37 AM
To: Hafer, Zachary <Zachary.Hafer@stblaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

*** External Email ***

Hi Zach and Adam – I understand that Mr. Shea uploaded the file. Please let me know if you have any issues downloading it. - Gregg

From: Hafer, Zachary <Zachary.Hafer@stblaw.com>
Sent: Tuesday, October 28, 2025 2:39 PM
To: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

Gregg,

Here is a link that should allow Mr. Shea to upload the files: <https://stblaw.sharefile.com/r-reb81a0d3212a4048960e2d8ba5cb0a42>

We will reach back out after the files have been uploaded and we've had a chance to review.

Best,

Zach

From: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Sent: Monday, October 27, 2025 9:38 AM
To: Hafer, Zachary <Zachary.Hafer@stblaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

*** External Email ***

Hi Zach – Mr. Shea has collected 275 pages of potentially privileged material in a .pdf file. If you send me a link to a shared drive, I can forward that to him and he will upload the file. Then, after you have had a chance to review that file and the one I sent to you last week, please identify the .pdf page numbers from each file that contain documents for which eHealth asserts privilege. If you'd like to discuss, please don't hesitate to call. Thank you. - Gregg

From: Hafer, Zachary <Zachary.Hafer@stblaw.com>
Sent: Friday, October 24, 2025 3:50 PM
To: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: RE: eHealth

Thanks, Gregg. We will review these materials and be back to you.

In the meantime, could you please (a) ask Mr. Shea to preserve the other materials in his possession, and (b) at your convenience, provide a general description of the volume and form of other materials in Mr. Shea's possession (e.g., roughly how many pages, whether the materials are electronic or hard-copy, and so on)? The latter in particular will inform our thoughts on the best way for us to review the additional materials and move forward.

Have a nice weekend.

Zach

From: Gregg Shapiro <gshapiro@greggshapirolaw.com>
Sent: Friday, October 24, 2025 1:31 PM
To: Hafer, Zachary <Zachary.Hafer@stblaw.com>
Cc: Katz, Adam <Adam.Katz@stblaw.com>
Subject: eHealth

*** External Email ***

Zach – It was good speaking with you. Attached are the documents we just discussed. After you have had a chance to review them, let's discuss further. Have a good weekend. – Gregg

Gregg Shapiro | Gregg Shapiro Law, LLC

101 Federal Street, Suite 1900

Boston, MA 02110

Phone: 617.582.3875 | gshapiro@greggshapirolaw.com

www.greggshapirolaw.com

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EXHIBIT E

19:9c4ab267-bc15-4620-8b46-1d8a633f44ab_a000c05e-90c3-4a7c-9a34-de218d3d4b06@unq.gbl.spaces

Chat Filters Events History Disclaimers

<input checked="" type="checkbox"/>	Participant	Entity	Login	Email		
<input checked="" type="checkbox"/>	Andrew Shea	Ehealth	Andrew.Shea@ehealth.com	Andrew.Shea@ehealth.com	13	0
<input checked="" type="checkbox"/>	William Kinkead	Ehealth	Will.Kinkead@ehealth.com	Will.Kinkead@ehealth.com	16	0

Andrew Shea 2021-08-25 04:44:40.647 PM
 Hey question for you if you're on this AEP call ...

William Kinkead 2021-08-25 04:51:52.427 PM
 I am not on that call unfortunately

Andrew Shea 2021-08-25 04:53:48.530 PM
 Basically there were some comments about higher quality enrollments and potential headwind to conversions ... that prior year conversion rates might be unrealistic but overall it's good for the business. But on the carrier calls we talk about the sponsorship money. Can we walk back any of the commitments we made for the money? Is that a thing?

William Kinkead 2021-08-25 05:01:09.360 PM
 I'm not sure I follow. Was it suggested that in an effort to driver higher quality enrollments, our conversion rates took a hit and it's likely not going to get back to where we were prior year. As such, we should rethink some of the sponsorship commitments we made that are tied to prefund deals? As those commitments were made on forecasts prior to our drive to higher quality?

Andrew Shea 2021-08-25 05:04:07.220 PM
 No they were saying quality will go up (which is great) and that conversions probably won't go back to the old days but the game has changed and so we will balance conversions with quality because that's where the industry is headed.
 But that made me separately think about our calls on the importance of sponsorship money and carriers being unforgiving about giving you money and you don't deliver what you promised.
 So I was just jumping in my mind to whether we should be worried about all this ... I don't know a whole lot about the sponsorship side, I've just come to appreciate that it's pretty important and carriers can be unforgiving.

William Kinkead 2021-08-25 05:07:55.453 PM
 I would say that in the old days - the straight marketing pre-fund days you're right.... Carriers would hold us accountable on our sent app commitments. Many of the big carriers though have moved away from a straight prefund and tied marketing dollars more to performance, paying retroactively on accreted policies. This is a function of the general push to higher quality. Aetna and UHC for example have tied a good portion of the marketing dollars to performance KPIs (Accretion rates, RDEs and CTMs)

William Kinkead 2021-08-25 05:08:13.757 PM
 By next year - the remaining carriers will likely have moved in thay direction as well

William Kinkead 2021-08-25 05:08:32.167 PM
 Which is better for us and for the carrier

Andrew Shea 2021-08-25 05:10:43.457 PM
 But it's still volume, right? I mean some stuff is quality (I love that) but isn't a lot just the old fashioned "I give you a few bucks, you send me a few more apps" kind of thing? Just lower risk for the carrier and opportunity for the brokers who make good on the promises to end up with even more money (participating in the upside basically).

William Kinkead 2021-08-25 05:13:12.130 PM
 Yes but we won't be over leveraged if payments are made after the fact on accreted policies. We don't feel the pressure of having to scramble mid AEP if we are behind target for certain carriers. If we underperform, carriers aren't out of pocket... they ultimately only pay us on the policies we do sell

Andrew Shea 2021-08-25 05:13:22.097 PM
 I worry less about CMS making the deals harder. I worry a little more about giving the sponsors a whole lot of leverage over our future because we made some deal that is a ball and chain on us.

William Kinkead 2021-08-25 05:13:57.327 PM
 For remaining prefund carriers though - we are still leveraged to perform against commitments without any line of site into how performance will play out

Andrew Shea 2021-08-25 05:14:02.080 PM
 Is it OK to pay the money based on per policy production? That's a genuine question ... I don't know the answer.

William Kinkead 2021-08-25 05:14:18.740 PM
It's a gray area

William Kinkead 2021-08-25 05:14:25.027 PM
Always has been.

William Kinkead 2021-08-25 05:14:30.057 PM
Carriers are assuming that risk

Andrew Shea 2021-08-25 05:14:52.943 PM
Well no one seems to be in CMS jail so I guess we're good.

William Kinkead 2021-08-25 05:15:01.507 PM
And we usually work the agreements where it isn't explicitly called out on pay per app... more marketing services or lead services, etc

Andrew Shea 2021-08-25 05:15:10.627 PM
You'd think if it was worth worrying about someone would be in CMS jail already

Andrew Shea 2021-08-25 05:15:41.473 PM
Can't we just say the money is for whatever and then we avoid the scrutiny? Like say it's for training or some bullshit whatever.

Andrew Shea 2021-08-25 05:15:50.657 PM
Maybe we already do

William Kinkead 2021-08-25 05:16:09.647 PM
That's how we do it today. Humana for example they are paying for the mini site

William Kinkead 2021-08-25 05:16:14.747 PM
Nothing more nothing less


William Kinkead 2021-08-25 05:16:38.153 PM
The commitments on production are verbal over the phone and on spreadsheets - but nowhere on contract

Andrew Shea 2021-08-25 05:17:27.563 PM
You're clever!

Andrew Shea 2021-08-25 05:17:31.537 PM
Or we I guess

William Kinkead 2021-08-25 05:17:51.190 PM
We! For sure we!

Andrew Shea 2021-08-25 05:18:24.747 PM

Alright thanks for teaching me some of this stuff. I'll crawl back in my little HIP hole.


William Kinkead 2021-08-25 05:19:07.607 PM
Haha! I'm here anytime man! Great catching up! Going to be a fun AEP!