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DELTA REPORT

10-Q

OSCR - OSCAR HEALTH, INC.

10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS 1116

■ CHANGES	107
■ DELETIONS	826
■ ADDITIONS	183

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

FORM 10-Q

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

For the quarterly period ended **March 31, 2024** **June 30, 2024**

or

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

For the transition period from _____ to _____
Commission File Number: 001-40154

Oscar Health, Inc.

(Exact name of registrant as specified in its charter)

Delaware

46-1315570

(State or other jurisdiction
of incorporation or organization)

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

75 Varick Street, 5th

Floor

New York, NY

10013

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: **(646) 403-3677**

Former name, former address and former fiscal year, if changed since last report: **N/A**

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.00001 par value per share	OSCR	New York Stock Exchange

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

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

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

Large accelerated filer Accelerated filer

Non-accelerated filer Smaller reporting company

Emerging growth company

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

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

Class of Stock	Shares Outstanding as of April 30, 2024 July 31, 2024
Class A Common Stock, par value \$0.00001 per share	201,709,432 206,395,047
Class B Common Stock, par value \$0.00001 per share	35,514,201

Oscar Health, Inc.
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FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q may be forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expects," "plans," "anticipates," "could," "intends," "targets," "projects," "contemplates," "believes," "estimates," "forecasts," "predicts," "potential" or "continue" or the negative of these terms or other similar expressions. Forward-looking statements contained in this

Quarterly Report on Form 10-Q include, but are not limited to, statements regarding our future results of operations and financial position, risk adjustment **transfer** payments, industry, regulatory and business trends, **stock compensation**, our commercial arrangements, business strategy, plans and plan mix, membership and market growth, and our objectives for future **operations**, including our **profitability goals**, **operations**.

The forward-looking statements in this Quarterly Report on Form 10-Q are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition, and results of operations. Forward-looking statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, the following:

- Our ability to execute our strategy and manage our growth effectively;
- Our ability to retain and expand our member base;
- Heightened competition in the markets in which we participate;
- Our ability to accurately estimate our incurred medical expenses or effectively manage our medical costs or related administrative costs;
- Our ability to achieve or maintain profitability in the future;
- Changes in federal or state laws or regulations, including changes with respect to the Patient Protection and Affordable Care Act ("ACA") and any regulations enacted thereunder;
- Our ability to comply with ongoing regulatory requirements, including capital reserve and surplus requirements and applicable performance standards;
- Changes or developments in the health insurance markets in the United States, including passage and implementation of a law to create a single-payer or government-run health insurance program;
- Our, or any of our vendors', ability to comply with laws, regulations, and standards related to the handling of information about individuals or applicable consumer protection laws;
- Our ability to arrange for the delivery of quality care and maintain good relations with the physicians, hospitals, and other providers within and outside our provider networks;
- Unanticipated results of or changes to risk adjustment programs;
- Our ability to utilize quota share reinsurance to meet our capital and surplus requirements and protect against downside risk on medical claims;
- Unfavorable or otherwise costly outcomes of lawsuits, audits, investigations, and claims that arise from the extensive laws and regulations to which we are subject;
- Incurrence of data security breaches of our and our partners' information and technology systems;
- Our ability to attract and retain qualified personnel;
- Our ability to detect and prevent material weaknesses or significant control deficiencies in our internal controls over financial reporting or other failure to maintain an effective system of internal controls;
- Adverse publicity or other adverse consequences related to our dual class structure or "controlled company" status; and
- The **other** risks and uncertainties described under the caption "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the Securities and Exchange Commission on February 15, 2024.

The forward-looking statements in this Quarterly Report on Form 10-Q are based upon information available to us as of the date of this Quarterly Report on Form 10-Q, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

This Quarterly Report on Form 10-Q and the documents that we reference in this Quarterly Report on Form 10-Q and have filed as exhibits to this Quarterly Report on Form 10-Q should be read with the understanding that our actual future results, levels of activity, performance and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. These forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained in this Quarterly Report on Form 10-Q, whether as a result of any new information, future events or otherwise.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

Oscar Health, Inc.
Condensed Consolidated Statements of Operations
(unaudited)

Three Months Ended
March 31,

	Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands, except per share amounts)	(in thousands, except per share amounts)		2024	2023	(in thousands, except per share amounts)		2024	2023
Revenue								
Premium								
Premium								
Premium								
Investment income								
Services and other								
Total revenue								
Total revenue								
Total revenue								
Operating Expenses								
Medical								
Medical								
Medical								
Selling, general, and administrative								
Depreciation and amortization								
Total operating expenses								
Earnings (loss) from operations								
Interest expense								
Other expenses								
Earnings (loss) before income taxes								
Income tax expense								
Net income (loss)								
Less: Net income attributable to noncontrolling interests								
Net income (loss) attributable to Oscar Health, Inc.								
Earnings (Loss) per Share								
Earnings (Loss) per Share								
Earnings (Loss) per Share								
Basic								
Basic								
Basic								
Diluted								
Weighted Average Common Shares								
Outstanding								
Basic								
Basic								
Basic								
Diluted								

See the accompanying Notes to Condensed Consolidated Financial Statements

Oscar Health, Inc.
Condensed Consolidated Statements of Comprehensive Income
 (unaudited)

	Three Months Ended March 31,	Three Months Ended March 31,	Three Months Ended March 31,	Three Months Ended June 30,		Six Months Ended June 30,		
(in thousands)	(in thousands)			(in thousands)	2024	2023	2024	2023
Net income (loss)								
Other comprehensive income (loss), net of tax:								
Net unrealized gains (losses) on securities available for sale								
Net unrealized gains (losses) on securities available for sale								
Net unrealized gains (losses) on securities available for sale								
Comprehensive income (loss)								
Comprehensive income attributable to noncontrolling interests								
Comprehensive income attributable to noncontrolling interests								
Comprehensive income attributable to noncontrolling interests								
Comprehensive income (loss) attributable to Oscar Health, Inc.								

See the accompanying Notes to Condensed Consolidated Financial Statements

Oscar Health, Inc.
Condensed Consolidated Balance Sheets
 (unaudited)

(in thousands, except share amounts)	March 31, 2024	December 31, 2023	(in thousands, except share amounts)	June 30, 2024	December 31, 2023
Assets					
Current Assets:					
Current Assets:					
Current Assets:					
Cash and cash equivalents					
Cash and cash equivalents					
Cash and cash equivalents					
Short-term investments					
Premiums and accounts receivable (net of allowance for credit losses of \$30,600 and \$31,600)					
Premiums and accounts receivable (net of allowance for credit losses of \$30,400 and \$31,600)					
Risk adjustment transfer receivable					
Reinsurance recoverable					
Other current assets					
Total current assets					
Property, equipment, and capitalized software, net					
Long-term investments					
Restricted deposits					
Other assets					
Total assets					
Liabilities and Stockholders' Equity					
Liabilities and Stockholders' Equity					
Liabilities and Stockholders' Equity					
Current Liabilities:					
Current Liabilities:					
Current Liabilities:					
Benefits payable					

Benefits payable		
Benefits payable		
Risk adjustment transfer payable		
Premium deficiency reserve		
Unearned premiums		
Accounts payable and other liabilities		
Reinsurance payable		
Total current liabilities		
Long-term debt		
Other liabilities		
Total liabilities		
Commitments and contingencies (Note 12)	Commitments and contingencies (Note 12)	Commitments and contingencies (Note 12)
Stockholders' Equity		
Class A common stock (\$0.00001 par value; 825,000 thousand shares authorized, 200,497 thousand and 193,875 thousand shares outstanding as of March 31, 2024 and December 31, 2023, respectively)		
Class A common stock (\$0.00001 par value; 825,000 thousand shares authorized, 206,153 thousand and 193,875 thousand shares outstanding as of June 30, 2024 and December 31, 2023, respectively)		
Class A common stock (\$0.00001 par value; 825,000 thousand shares authorized, 200,497 thousand and 193,875 thousand shares outstanding as of March 31, 2024 and December 31, 2023, respectively)		
Class A common stock (\$0.00001 par value; 825,000 thousand shares authorized, 206,153 thousand and 193,875 thousand shares outstanding as of June 30, 2024 and December 31, 2023, respectively)		
Class A common stock (\$0.00001 par value; 825,000 thousand shares authorized, 200,497 thousand and 193,875 thousand shares outstanding as of March 31, 2024 and December 31, 2023, respectively)		
Class B common stock (\$0.00001 par value; 82,500 thousand shares authorized, 35,514 thousand and 35,514 thousand shares outstanding as of March 31, 2024 and December 31, 2023, respectively)		
Treasury stock (315 thousand shares as of March 31, 2024 and December 31, 2023)		
Class A common stock (\$0.00001 par value; 825,000 thousand shares authorized, 206,153 thousand and 193,875 thousand shares outstanding as of June 30, 2024 and December 31, 2023, respectively)		
Class B common stock (\$0.00001 par value; 82,500 thousand shares authorized, 35,514 thousand and 35,514 thousand shares outstanding as of June 30, 2024 and December 31, 2023, respectively)		
Treasury stock (315 thousand shares as of June 30, 2024 and December 31, 2023)		
Additional paid-in capital		
Accumulated deficit		
Accumulated other comprehensive income (loss)		
Total Oscar Health, Inc. stockholders' equity		
Noncontrolling interests		
Total stockholders' equity		
Total liabilities and stockholders' equity		

See the accompanying Notes to Condensed Consolidated Financial Statements

Oscar Health, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(unaudited)

Issuance of
common
stock from
equity
incentive
plans

Stock-based
compensation
expense

Unrealized
gains (losses)
on
investments,
net

Net Income

Unrealized
losses on
investments,
net

Net income

March 31,
2024

Issuance of
common
stock from
equity
incentive
plans

Stock-based
compensation
expense

Unrealized
losses on
investments,
net

Net income

June 30, 2024

See the accompanying Notes to Condensed Consolidated Financial Statements

(in thousands)	Class A		Class B		Treasury Stock	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	Total Stockholders' Equity
	Shares	Amount	Shares	Amount						
December 31, 2022	181,176	\$ 2	35,116	\$ —	\$ (2,923)	\$ 3,509,007	\$ (2,605,987)	\$ (9,715)	\$ 2,016	\$ 892,400
Issuance of common stock from equity incentive plans	2,057	—	—	—	—	35	—	—	—	35
Stock-based compensation expense	—	—	—	—	—	73,248	—	—	—	73,248
Joint venture contributions	—	—	—	—	—	471	—	—	—	471
Unrealized gains (losses) on investments, net	—	—	—	—	—	—	—	5,236	—	5,236
Net loss	—	—	—	—	—	—	(39,772)	—	144	(39,628)
March 31, 2023	183,234	\$ 2	35,116	\$ —	\$ (2,923)	\$ 3,582,761	\$ (2,645,759)	\$ (4,479)	\$ 2,160	\$ 931,762

Oscar Health, Inc.

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Condensed Consolidated Statements of Stockholders' Equity Cont.
(unaudited)

(in thousands)	Class A		Class B		Treasury Stock	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	Total Stockholders' Equity
	Shares	Amount	Shares	Amount						
December 31, 2022	181,176	\$ 2	35,116	\$ —	\$ (2,923)	\$ 3,509,007	\$ (2,605,987)	\$ (9,715)	\$ 2,016	\$ 892,400
Issuance of common stock from equity incentive plans	2,057	—	—	—	—	35	—	—	—	35
Stock-based compensation expense	—	—	—	—	—	73,248	—	—	—	73,248
Joint venture contributions	—	—	—	—	—	471	—	—	—	471
Unrealized gains on investments, net	—	—	—	—	—	—	—	5,236	—	5,236
Net loss	—	—	—	—	—	—	(39,772)	—	144	(39,628)
March 31, 2023	\$ 183,234	\$ 2	35,116	\$ —	\$ (2,923)	\$ 3,582,761	\$ (2,645,759)	\$ (4,479)	\$ 2,160	\$ 931,762
Issuance of common stock from equity incentive plans	3,556	—	—	—	—	2,551	—	—	—	2,551
Stock-based compensation expense	—	—	—	—	—	35,454	—	—	—	35,454
Unrealized losses on investments, net	—	—	—	—	—	—	—	(2,377)	—	(2,377)
Net loss	—	—	—	—	—	—	(15,528)	—	103	(15,425)
June 30, 2023	186,790	\$ 2	35,116	\$ —	\$ (2,923)	\$ 3,620,766	\$ (2,661,287)	\$ (6,856)	\$ 2,263	\$ 951,965

See the accompanying Notes to Condensed Consolidated Financial Statements

Oscar Health, Inc.
Condensed Consolidated Statements of Cash Flows

(unaudited)

(in thousands)	Three Months Ended March 31,		Six Months Ended June 30,	
	(in thousands) 2024	2023	(in thousands) 2024	2023
Cash Flows from Operating Activities:				
Net income (loss)				
Net income (loss)				
Net income (loss)				
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
Deferred taxes				
Deferred taxes				
Deferred taxes				
Net realized loss on sale of financial instruments				
Depreciation and amortization expense				
Amortization of debt issuance costs				
Stock-based compensation expense				
Net accretion of investments				
Change in provision for credit losses				
Changes in assets and liabilities:				
(Increase) / decrease in:				
(Increase) / decrease in:				
(Increase) / decrease in:				
Premiums and accounts receivable				
Premiums and accounts receivable				
Premiums and accounts receivable				
Risk adjustment transfer receivable				

Reinsurance recoverable	
Reinsurance recoverable	
Reinsurance recoverable	
Other assets	
Increase / (decrease) in:	
Benefits payable	
Benefits payable	
Benefits payable	
Unearned premiums	
Premium deficiency reserve	
Accounts payable and other liabilities	
Reinsurance payable	
Risk adjustment transfer payable	
Net cash provided by operating activities	
Cash Flows from Investing Activities:	
Purchase of investments	
Purchase of investments	
Purchase of investments	
Sale of investments	
Maturity of investments	
Purchase of property, equipment and capitalized software	
Change in restricted deposits	
Net cash (used in) provided by investing activities	
Cash Flows from Financing Activities:	
Proceeds from joint venture contribution	
Proceeds from joint venture contribution	
Proceeds from joint venture contribution	
Proceeds from exercise of stock options	
Net cash provided by financing activities	
Increase in cash, cash equivalents and restricted cash equivalents	
Cash, cash equivalents, restricted cash and cash equivalents—beginning of period	
Cash, cash equivalents, restricted cash and cash equivalents—end of period	
Cash and cash equivalents	
Restricted cash and cash equivalents included in restricted deposits	
Total cash, cash equivalents and restricted cash and cash equivalents	
Supplemental Disclosures:	
Interest payments	
Interest payments	
Interest payments	
Income tax payments	

See the accompanying Notes to Condensed Consolidated Financial Statements

Oscar Health, Inc.

Notes to Condensed Consolidated Financial Statements (unaudited)

(in thousands, except per share amounts, or as otherwise stated herein)

1. ORGANIZATION

Oscar Health, Inc., together with its subsidiaries (either individually or collectively referred to as "Oscar" or the "Company," "Company"), is the first health insurance a leading healthcare technology company, built around whose mission is to make a full stack technology platform healthier life accessible and a relentless focus on member experience. affordable for all. The Company's Class A common stock is traded on the New York Stock Exchange under the symbol "OSCR".

Powered by our own differentiated cloud-native technology platform, we have built a scaled insurance business that enables us to earn our members' trust, leverage the power of personalized data, and help our members find quality care they can afford. In addition to supporting our insurance business, our differentiated technology platform also powers both

providers and payors through +Oscar.

Oscar operates as one segment to sell insurance **directly** to its members through the federal and state-run healthcare exchanges formed in conjunction with the Patient Protection and Affordable Care Act and leverages its technology platform to provide services via its +Oscar offering. Individual plans are offered to individuals and families through Health Insurance Marketplaces. Small Group plans are offered to employees of companies with 50 - 100 full-time workers. The Company also partners with Cigna through the **Cigna +Oscar Cigna+Oscar** partnership to **exclusively** serve the small group employer market. Oscar previously offered Medicare Advantage insurance coverage, but exited the Medicare Advantage market for plan year 2024.

The Company's member-first philosophy and innovative approach to care has earned the trust of approximately 1.6 million members, as of June 30, 2024.

Non-Renewal of Cigna + Cigna+Oscar Partnership and Exit from the Small Group Market

On March 26, 2024, the Company notified Cigna Health and Life Insurance Company that it is not renewing the Cigna+Oscar Small Group arrangement after the expiration of the initial term on December 31, 2024. The parties will continue to offer their Cigna+Oscar Small Group product through December 15, 2024. Following termination of the arrangement on December 31, 2024, the Company will continue to provide transition and run-off services through December 31, 2026 and share proportionally in all premiums and claims for any Cigna+Oscar Small Group plan sold or issued on or before **December 31, 2024** **December 15, 2024**, in accordance with the terms of the arrangement. Additionally, effective December 15, 2024, Oscar will no longer be offering small group products in any market.

Basis of Presentation

The accompanying interim Condensed Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"), and the applicable rules and regulations of the Securities and Exchange Commission for interim financial information. As such, these financial statements do not include all information and footnotes required by U.S. GAAP for complete financial statements.

These Condensed Consolidated Financial Statements are unaudited; however, in the opinion of management, they reflect all adjustments, consisting only of normal recurring adjustments, necessary to state fairly the information presented in conformity with U.S. GAAP applicable for the interim periods presented. The results of operations for the interim periods presented are not necessarily indicative of results for the full year or future periods. These unaudited Condensed Consolidated Financial Statements should be read in conjunction with the audited Consolidated Financial Statements and related notes thereto included in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission for the year ended December 31, 2023.

Certain monetary amounts, percentages, and other figures included in this Quarterly Report on Form 10-Q have been subject to rounding adjustments. Percentage amounts included in this Quarterly Report on Form 10-Q have not in all cases been calculated on the basis of such rounded figures, but on the basis of such amounts prior to rounding. For this reason, percentage amounts in this Quarterly Report on Form 10-Q may vary from those obtained by performing the same calculations using the figures in the Company's Condensed Consolidated Financial Statements included elsewhere in this Quarterly Report on Form 10-Q. Certain other amounts that appear in this Quarterly Report on Form 10-Q may not sum due to rounding.

Reclassification

With the commencement of the current fiscal year, the Company has made certain reclassifications to the income statement to provide more transparency into the Company's streams of revenue and to increase comparability with peers. This reclassification has been applied retrospectively, and comparative figures for prior periods have been adjusted accordingly within the accompanying Condensed Consolidated Financial Statements and notes to the Condensed Consolidated Financial Statements. The reclassification does not affect the Company's net income.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the Condensed Consolidated Financial Statements and accompanying notes. Significant estimates inherent in the preparation of the accompanying interim Condensed Consolidated Financial Statements include healthcare costs incurred but not yet reported ("IBNR") and risk **adjustment** **adjustment transfers**. Estimates are based on past experience and other considerations reasonable under the circumstances. Actual results may differ materially from these estimates.

Accounting Pronouncements - Not Yet Adopted

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2023-07, Segment Reporting (Topic 280): *Improvements to Reportable Segment Disclosures*, which requires, for each reportable segment, disclosure of significant segment expenses categories, other segment items, enhanced interim disclosures of certain segment-related disclosures that previously were only required annually, and other disclosure requirements. This guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of the adoption of this guidance on the Consolidated Financial Statements and related disclosures.

In December 2023, the FASB issued Accounting Standards Update No. 2023-09, Income Taxes (Topic 740): *Improvements to Income Tax Disclosures*, which is intended to improve the transparency of income tax disclosures by requiring greater disaggregation of income tax disclosures related to the income tax rate reconciliation and income taxes paid and

other amendments to improve the effectiveness of income tax disclosures. This guidance is effective for annual periods beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of the adoption of this guidance on the Consolidated Financial Statements and related disclosures.

2. REVENUE RECOGNITION

Premium

Premium revenue includes direct policy premiums collected from members and from the federal government, assumed policy premiums received as part of the reinsurance arrangement under the Cigna+Oscar Small Group plan offering, and risk adjustment transfers, and is net of ceded premium from run-off quota share reinsurance contracts accounted for under reinsurance accounting (See Note 9 - Reinsurance for additional information on the Company's reinsurance contracts).

	Three Months Ended March 31,	Three Months Ended March 31,	Three Months Ended March 31,
	Three Months Ended June 30,	Three Months Ended June 30,	Three Months Ended June 30,
(in thousands)			
(in thousands)			
(in thousands)			
Direct policy premiums			
Direct policy premiums			
Direct policy premiums			
Assumed premiums			
Assumed premiums			
Assumed premiums			
Risk adjustment			
Risk adjustment			
Risk adjustment			
Premiums before ceded reinsurance			
Premiums before ceded reinsurance			
Premiums before ceded reinsurance			
Risk adjustment transfers			
Risk adjustment transfers			
Risk adjustment transfers			
Reinsurance premiums ceded			
Reinsurance premiums ceded			
Reinsurance premiums ceded			
Premium			
Premium			
Premium			

The direct policy premiums received from Centers for Medicare & Medicaid Services ("CMS") for the three and six months ended March 31, 2024 and 2023 June 30, 2024 were \$2.1 \$2.3 billion and \$4.5 billion, respectively. For the three and six months ended June 30, 2023, direct policy premiums received from CMS were \$1.4 billion and \$2.8 billion respectively.

Services and Other

The Company earns revenue as part of services performed via the +Oscar platform. Services revenue is recognized in the period the contractual performance obligations are satisfied and measured in an amount that reflects the consideration the Company expects to be entitled to in exchange for performing the services. The timing of the Company's revenue recognition may differ from the timing of payment by customers. A receivable is recorded to Premiums and accounts receivable when revenue is recognized prior to payment and there is an unconditional right to payment. Alternatively, deferred revenue is recorded to Accounts payable and other liabilities when payment is received before the performance obligations are satisfied. Other revenue includes primarily sublease income.

3. INVESTMENTS

Net investment income was attributable to the following:

	Three Months Ended March 31,			Three Months Ended June 30,			Six Months Ended June 30,		
	(in thousands)	(in thousands)	2024		(in thousands)	2023	(in thousands)	2024	2023
Fixed maturity securities									
Cash equivalents									
Cash equivalents									
Cash equivalents									
Other (1)									
Investment income									
Investment expense									
Total									

(1) Represents the net interest earned on funds withheld.

For the year ended March 31, 2024 As of June 30, 2024 and December 31, 2023, the Company recorded accrued investment income of \$9.0 million \$15.5 million and \$6.6 million, respectively.

The following tables provide summaries of the Company's investments by major security type as of March 31, 2024 June 30, 2024 and December 31, 2023:

	(in thousands)	March 31, 2024			June 30, 2024			(in thousands)	Fair Value
		(in thousands)	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value	(in thousands)	Amortized Cost	Unrealized Gains
U.S. treasury and agency securities									
Corporate notes									
Certificates of deposit									
Total									
Total									
Total									
December 31, 2023									
	(in thousands)	Amortized Cost		Unrealized Gains		Unrealized Losses		Fair Value	
U.S. treasury and agency securities		\$	802,288	\$	1,689	\$	(1,062)	\$	802,915
Corporate notes			234,908		854		(198)		235,564
Certificates of deposit			16,663		—		—		16,663
Total		\$	1,053,859	\$	2,543	\$	(1,260)	\$	1,055,142

The following tables present the estimated fair value and gross unrealized losses of fixed maturity securities in a gross unrealized loss position, by the length of time in which the securities have continuously been in that position, as of March 31, 2024 June 30, 2024 and December 31, 2023:

	March 31, 2024				June 30, 2024							
	Less than 12 Months		Less than 12 Months		12 Months or Longer		Less than 12 Months		12 Months or Longer			
	(in thousands, except no. of securities)	(in thousands, except no. of securities)	Number of Securities	Fair Value	Gross Losses	Number of Securities	Fair Value	Unrealized Losses	Gross Losses	Number of Securities	Fair Value	Unrealized Losses
U.S. treasury and agency securities												
Corporate notes												

Total
Total
Total

	December 31, 2023					
	Less than 12 Months			12 Months or Longer		
	Number of Securities	Fair Value	Gross Unrealized Losses	Number of Securities	Fair Value	Gross Unrealized Losses
(in thousands, except no. of securities)						
U.S. treasury and agency securities	69	\$ 480,312	\$ (995)	4	\$ 24,551	\$ (67)
Corporate notes	64	79,024	(166)	19	5,545	(32)
Total	133	\$ 559,336	\$ (1,161)	23	\$ 30,096	\$ (99)

The Company monitors available-for-sale debt securities for credit losses and recognizes an allowance for credit losses when factors indicate a decline in the fair value of a security is credit-related. Certain investments may experience a decline in fair value due to changes in market interest rates, changes in general economic conditions, or a deterioration in the credit worthiness of a security's issuer. For securities in an unrealized loss position that the Company does not intend to sell, the Company has assessed the gross unrealized losses during the period and determined an allowance for credit losses is not necessary because the declines in fair value are believed to be due to market fluctuations and not due to credit-related events.

The amortized cost and fair value of the Company's fixed maturity securities as of **March 31, 2024** **June 30, 2024** and December 31, 2023 by contractual maturity are shown below. Actual maturities of these securities could differ from their contractual maturities because issuers may have the right to call or prepay obligations, with or without penalties.

	March 31, 2024		December 31, 2023			
	June 30, 2024		December 31, 2023			
	(in thousands)	(in thousands)	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Due in one year or less						
Due after one year through five years						
Total						

4. FAIR VALUE MEASUREMENTS

Fair value represents the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants. The Company's financial assets and liabilities measured at fair value on a recurring basis are categorized into a three-level fair value hierarchy based on the priority of the inputs used in the fair value valuation technique.

The levels of the fair value hierarchy are as follows:

- **Level 1:** Inputs utilize quoted (unadjusted) prices in active markets for identical assets or liabilities.
- **Level 2:** Inputs utilize quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; or model-derived valuations in which all significant inputs are observable in active markets.
- **Level 3:** Inputs utilized are unobservable but significant to the fair value measurement for the asset or liability. The unobservable inputs are used to measure fair value to the extent relevant observable inputs are not available. The unobservable inputs typically reflect management's own estimates about the assumptions a market participant would use in pricing the asset or liability.

The following tables summarize fair value measurements by level for assets and liabilities measured at fair value on a recurring basis:

	March 31, 2024				June 30, 2024						
	(in thousands)	(in thousands)	Level 1	Level 2	Level 3	Total	(in thousands)	Level 1	Level 2	Level 3	Total
Assets											
Cash equivalents											
Cash equivalents											
Cash equivalents		\$ 128,239	\$ 360	\$ —	\$ 128,599	\$ 167,474		\$ 167,474	\$ —	\$ —	\$ 167,474
Investments											
U.S. treasury and agency securities											
U.S. treasury and agency securities											
U.S. treasury and agency securities											



		December 31, 2023				
		December 31, 2023		December 31, 2023		
(in thousands)	(in thousands)	Level 1	Level 2	Level 3	Total	
(in thousands)						
(in thousands)						
(in thousands)						
Assets						
Assets						
Assets						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Cash equivalents						
Investments						
Investments						
Investments						
U.S. treasury and agency securities						
U.S. treasury and agency securities						
U.S. treasury and agency securities						
Corporate notes						
Corporate notes						
Corporate notes						
Certificates of deposit						

Certificates of deposit
Certificates of deposit
Restricted investments
Restricted investments
Restricted investments
U.S. treasury securities
U.S. treasury securities
U.S. treasury securities
Certificates of deposit
Certificates of deposit
Certificates of deposit
U.S. treasury securities
Total
Total
Total

5. RESTRICTED CASH AND RESTRICTED DEPOSITS

The Company maintains cash, cash equivalents and investments on deposit or pledged primarily to various state agencies in connection with its insurance licensure. The restricted cash and cash equivalents and restricted investments presented below are included in Restricted deposits in the accompanying **condensed consolidated balance sheets**. **Condensed Consolidated Balance Sheets**.

(in thousands)	(in thousands)	March 31, 2024	December 31, 2023	(in thousands)	June 30, 2024	December 31, 2023
Restricted cash and cash equivalents						
Restricted investments						
Restricted deposits						

6. BENEFITS PAYABLE

Reserves for medical claims expenses are estimated using actuarial assumptions and recorded as Benefits payable liabilities on the **condensed consolidated balance sheets**. **Condensed Consolidated Balance Sheets**. The assumptions for the estimates and for establishing the resulting liability are reviewed and any adjustments to reserves are reflected in the **condensed consolidated statements**. **Condensed Consolidated Statements of operations**. **Operations** in the period in which the estimates are updated.

The following table provides a rollforward of the Company's beginning and ending benefits payable and claims adjustment expenses ("CAE") payable balances for the **three** **six** months ended **March 31, 2024** **June 30, 2024** and 2023:

(in thousands)	As of March 31, 2024			As of March 31, 2023			(in thousands)	As of June 30, 2024			As of June 30, 2023		
	Benefits		Unallocated	Benefits		Unallocated		Benefits		Unallocated	Benefits		Unallocated
	Payable	Claims	Adjustment	Payable	Expense	Claims	Payable	Expense	Payable	Expense	Claims	Payable	Expense
Benefits payable, beginning of the period													
Less: Reinsurance recoverable													
Benefits payable, beginning of the period, net													
Claims incurred and CAE													
Current year													
Current year													

Current year
Prior years
Total claims incurred and CAE, net
Claims paid and CAE
Current year
Current year
Current year
Prior years
Total claims and CAE paid, net
Benefits and CAE payable, end of period, net
Benefits and CAE payable, end of period, net
Benefits and CAE payable, end of period, net
Add: Reinsurance recoverable
Benefits and CAE payable, end of period

Amounts incurred related to prior periods vary from previously estimated liabilities as more claim information becomes available and claims are ultimately settled. The favorable development recognized in the **three** **six** months ended **March 31, 2024** **June 30, 2024** resulted primarily from medical claims experience developing more favorably than originally expected.

7. DEBT

Convertible Senior Notes

As previously disclosed in Note 15 - Long-Term Debt, in our Annual Report on Form 10-K for the year ended December 31, 2023, in February 2022, the Company issued \$305.0 million in aggregate principal amount of convertible senior notes due 2031 (the "2031 Notes") in a private placement to funds affiliated with or advised by Dragoneer Investment Group, LLC, Thrive Capital, LionTree Investment Management, LLC and Tenere Capital LLC. The 2031 Notes are the Company's senior, unsecured obligations which bear interest at a rate of 7.25% per annum, payable in cash, semi-annually in arrears on June 30 and December 31 of each year, commencing on June 30, 2022. The 2031 Notes will mature on December 31, 2031, subject to earlier repurchase, redemption, or conversion.

The 2031 Notes are convertible into the Company's Class A common stock at an initial conversion rate of 120.1721 per \$1,000 principal amount (equivalent to an initial conversion price of approximately \$8.32 per share of Class A common stock), subject to customary adjustments upon the occurrence of certain events. During the quarterly period ended **March 31, 2024** **June 30, 2024**, a conditional conversion feature of the 2031 Notes was satisfied when the last reported sales price per share of the Company's common stock was greater than 130% of the conversion price of \$8.32 per share for each of at least twenty (20) trading days during the period of thirty (30) consecutive trading days ending on, and including, the last trading day of the quarter. As a result, the 2031 Notes are convertible during the **second** **third** quarter of 2024 at the option of the holder. As of the date of this **Quarterly Report on Form 10-Q**, the 2031 Notes have not been converted. Upon conversion, the 2031 Notes will be settled, at the Company's election, in shares of Class A common stock, cash, or a combination of cash and shares of Class A common stock, subject to certain exceptions.

As of **March 31, 2024** **June 30, 2024**, the net carrying amount of the 2031 Notes was **\$299.0** **\$299.2** million, with unamortized debt discount and issuance costs of **\$6.0** **\$5.8** million. The estimated fair value of the 2031 Notes as of **March 31, 2024** **June 30, 2024** was **\$560.3** **\$612.5** million. The Company classified the fair value of the 2031 Notes as a level 3 measurement due to the lack of observable market data over fair value inputs such as stock price volatility over the term of the 2031 Notes and the Company's cost of debt.

The following table presents the interest expense indicating an effective interest rate of 7.61% over the term of the 2031 Notes:

	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended June 30,
	Three Months Ended June 30,
	Three Months Ended June 30,
(in thousands)	
(in thousands)	
(in thousands)	
Coupon interest expense	

Coupon interest expense	
Coupon interest expense	
Amortization of debt discount and issuance costs	
Amortization of debt discount and issuance costs	
Amortization of debt discount and issuance costs	
Total interest expense	
Total interest expense	
Total interest expense	

Revolving Credit Facility

As previously disclosed in Note 15 - Long-Term Debt, in our Annual Report on Form 10-K for the year ended December 31, 2023, on December 28, 2023, the Company entered into a third amendment to its senior secured credit agreement (the "Third Amendment"), with certain lenders (the "Lenders") and Wells Fargo Bank, National Association, as administrative agent, which amended the senior secured credit agreement, dated as of February 21, 2021 (as amended by the Third Amendment, the "Amended Credit Agreement"). The Amended Credit Agreement provides for a revolving loan credit facility (the "Revolving Credit Facility") in the aggregate principal amount of \$115.0 million. The Revolving Credit Facility is guaranteed by Oscar Management Corporation, each wholly owned subsidiary of the Company, and all of the Company's future direct and indirect subsidiaries (in each case subject to certain permitted exceptions, including exceptions for certain guarantees (i) that would require material governmental consents or (ii) in respect of joint ventures). The Revolving Credit Facility is secured by substantially all of the Company's and the **guarantors' guarantors'** assets (subject to certain exceptions). Proceeds are to be used solely for general corporate purposes of the Company.

The Company is permitted to increase commitments under the Revolving Credit Facility by an aggregate amount not to exceed \$50.0 million, subject to certain conditions.

The Revolving Credit Facility is available until December 2025, provided the Company is in compliance with all covenants, including financial covenants to maintain minimum thresholds related to direct policy premiums, consolidated **adjusted EBITDA** **Adjusted Earnings before Interest, Taxes, Depreciation, and Amortization ("Adjusted EBITDA")**, and liquidity, and a maximum medical loss ratio.

As of **March 31, 2024** **June 30, 2024**, there were no outstanding borrowings under the Revolving Credit Facility.

8. EARNINGS (LOSS) PER SHARE

Basic earnings per share is computed by dividing net income (loss) for the period by the weighted-average shares of common stock outstanding during the period. In periods when the Company is in a net loss position, potentially dilutive securities are excluded from the computation of diluted earnings per share because their inclusion would have an anti-dilutive effect. Thus, basic earnings per share is the same as diluted earnings per share.

During periods of net income, diluted earnings per share is calculated by adjusting net income for any interest charges and changes in the fair value of the bifurcated conversion option applicable to the convertible senior notes. This adjusted net income is then divided by the sum of the basic weighted-average shares of common stock and any dilutive potential common stock outstanding during the period, using the treasury stock method. Potential common stock includes the effect of outstanding dilutive stock options, restricted stock units, performance-based restricted stock units, as well as shares the Company could be obligated to issue from its convertible senior notes, as described in Note 7 - Debt, using the if-converted method. The calculation for **Basic** **basic** and **Diluted** **diluted** earnings per share is as follows:

		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended June 30,		Three Months Ended June 30,		Six Months Ended June 30,
(in thousands, except per share data)	(in thousands, except per share data)											
<u>Numerator:</u>												
Net income (loss) attributable to Oscar Health Inc.												
Net income (loss) attributable to Oscar Health Inc.												

Net income (loss) attributable to Oscar Health Inc.								
Net income (loss) attributable to Oscar Health, Inc.								
Net income (loss) attributable to Oscar Health, Inc.								
Net income (loss) attributable to Oscar Health, Inc.								
Effect of convertible senior notes								
Net income (loss) available to Oscar Health, Inc. common shareholders								
<u>Denominator:</u>								
<u>Denominator:</u>								
Weighted average shares of common stock outstanding								
Weighted average shares of common stock outstanding								
Weighted average shares of common stock outstanding	231,443		216,913		238,672		219,400	235,056
Common stock equivalents	Common stock equivalents	25,701	—	Common stock equivalents	28,641	—	27,478	—
Effect of convertible senior notes	Effect of convertible senior notes	36,652	—	Effect of convertible senior notes	36,652	—	36,652	—
Weighted average shares of common stock outstanding and potential dilutive common shares outstanding								
Net Earnings (Loss) per Share								
Net Earnings (Loss) per Share								
Net Earnings (Loss) per Share								
Basic								
Basic								
Basic								
Diluted								

The following potential common shares were excluded from the computation of diluted net income (loss) per share attributable to Oscar Health, Inc. because including them would have had an anti-dilutive effect:

	Three Months Ended March 31,			Three Months Ended June 30,			Six Months Ended June 30,			2024	2023
	(in thousands)	(in thousands)	2024	2023	(in thousands)	2024	2023	2024	2023		
Stock options to purchase common stock											
Restricted stock units											
Performance-based restricted stock units											
Shares underlying convertible notes (Note 7)											
Total											

9. REINSURANCE

The Company participates in quota share reinsurance to limit risk and capital requirements and excess of loss ("XOL") reinsurance to mitigate the exposure of high cost or catastrophic member risk. The quota share reinsurance arrangements are with more than one counterparty with multiple state-level treaties. The XOL reinsurance arrangements are with a private counterparty and federal and state-run programs. A summary of the Company's reinsurance agreements and related accounting treatment is included in Note 4 - Reinsurance, in our Annual Report on Form 10-K for the year ended December 31, 2023.

The Company also operates under an assumed reinsurance contract, under which the Company shares proportionally in all premiums and claims underwritten for the Cigna+Oscar Small Group offering.

Reinsurance Contracts Accounted for under Deposit Accounting

As of March 31, 2024 June 30, 2024 and December 31, 2023, a deposit liability balance of \$12.7 12.9 million and \$7.0 million, respectively, was recorded for the Company's quota share arrangements accounted for under deposit accounting and represent represents fees paid due to the reinsurer, which are recognized within Selling, general, and

administrative expenses on the statement **Consolidated Statements of operations: Operations**.

For the three and six months ended **March 31, 2024 and 2023, June 30, 2024**, the Company ceded **54% 55%** of its premium under reinsurance contracts accounted for under deposit accounting. For the three and **48% six months ended June 30, 2023**, the Company ceded **45% and 46% respectively**, of its premium under reinsurance contracts accounted for under deposit accounting.

Reinsurance Contracts Accounted for under Reinsurance Accounting

Reinsurance accounting applies to quota share reinsurance contracts that are in **runoff, runoff as well as the XOL treaties**. Under reinsurance accounting, the Company records premium paid to the reinsurer **are recorded as reinsurance premium ceded (a reduction to premium revenue) and revenue with a corresponding reinsurance payable**. **In the case of federal and state-run reinsurance programs, no reinsurance premiums are paid**. Expected reimbursement from the reinsurer for claims incurred are recorded as a reduction to claims incurred **and with a corresponding reinsurance recoverable asset**. The tables below present information for the Company's reinsurance arrangements accounted for under reinsurance accounting. Please see Note 2 - Revenue Recognition for total reinsurance premiums ceded and reinsurance premiums assumed, which are included as components of total Premium revenue in the **condensed consolidated statement Condensed Consolidated Statements of operations: Operations**.

The following table reconciles total Medical expenses to the amount presented in the **condensed consolidated statement Condensed Consolidated Statements of operations: Operations**:

(in thousands)	Three Months Ended March 31,	
	2024	2023
Direct claims incurred	\$ 1,523,646	\$ 1,048,058
Ceded reinsurance claims	(19,698)	(3,624)
Assumed reinsurance claims	50,826	47,158
Medical expenses	\$ 1,554,774	\$ 1,091,592

Operations:

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Direct claims incurred	\$ 1,680,066	\$ 1,136,687	\$ 3,203,712	\$ 2,184,745
Ceded reinsurance claims	(29,954)	(14,943)	(49,652)	(18,567)
Assumed reinsurance claims	58,610	60,255	109,436	107,413
Medical expenses	\$ 1,708,722	\$ 1,181,999	\$ 3,263,496	\$ 2,273,591

The Company records Selling, general and administrative ("SG&A") expenses net of reinsurance ceding commissions and assumed SG&A expenses. The following table reconciles total Selling, general and administrative expenses to the amount presented in the **condensed consolidated statement Condensed Consolidated Statements of operations: Operations**:

(in thousands)	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023	2024	2023
Selling, general and administrative expenses, gross						
Reinsurance ceding commissions						
Selling, general and administrative expenses						

The Company classifies Reinsurance recoverable within current assets on its **condensed consolidated balance sheets, Condensed Consolidated Balance Sheets**. The composition of the Reinsurance recoverable balance is as follows:

(in thousands)	(in thousands)	March 31, 2024	(in thousands)	December 31, 2023	(in thousands)	June 30, 2024	(in thousands)	December 31, 2023
Reinsurance premium and claim recoverables								
Reinsurance ceding commissions								
Experience refunds on reinsurance agreements								
Reinsurance recoverable								

Credit Ratings

The financial condition of the Company's reinsurers is regularly evaluated to minimize exposure to significant losses. A key credit quality indicator for reinsurance is the financial strength ratings issued by the credit rating agencies, which provide an independent opinion of a reinsurer's ability to meet ongoing obligations to policyholders. The Company's reinsurers have most recently been issued financial strength ratings of A+ (A.M. Best and Fitch), or higher.

The creditworthiness of each reinsurer is evaluated in order to assess counterparty credit risk and estimate an allowance for expected credit losses on the Company's reinsurance recoverable balances.

10. BUSINESS ARRANGEMENTS

Variable Interest Entities

In the normal course of business, the Company entered into business arrangements with integrated health systems, as well as medical professional corporations that employ health care providers to deliver telemedical healthcare services to its covered member population in various states. The financial results of these entities are consolidated into the Company's financial statements.

The following table presents the collective assets and liabilities of the Company's variable interest entities:

(in thousands)	(in thousands)	March 31, 2024	December 31, 2023	(in thousands)	June 30, 2024	December 31, 2023
Assets						
Liabilities						

11. RELATED PARTY TRANSACTIONS

In February 2022, the Company issued the 2031 Notes to funds affiliated with or advised by Dragoneer Investment Group, LLC, Thrive Capital Management, LLC, LionTree Investment Management, LLC and Tenere Capital LLC (collectively, the "Purchasers"). See Note 7 - Debt for additional information.

12. COMMITMENTS AND CONTINGENCIES

The Company's current and past business practices are subject to review or other investigations by various state insurance and healthcare regulatory authorities and other state and federal regulatory authorities. These reviews focus on numerous facets of the Company's business, including claims payment practices, statutory capital requirements, provider contracting, risk adjustment, competitive practices, commission payments, privacy issues, network adequacy, utilization management practices, pharmacy benefits, access to care, and sales practices, among others. Some of these reviews have historically resulted in fines imposed on the Company and some have required changes to certain of the Company's practices. The Company continues to be subject to these reviews, which could result in additional fines or other sanctions being imposed on the Company or additional changes to certain of its practices.

The Company is also currently involved in, and may in the future from time to time become involved in, legal proceedings and other claims in the ordinary course of its business, including class actions and suits brought by the Company's members, providers, commercial counterparties, employees, and other parties relating to the Company's business, including management and administration of health benefit plans and other services. Such matters can include various employment claims, disputes regarding reinsurance arrangements, disputes relating to intellectual property and the Telephone Consumer Protection Act and class action lawsuits, or other claims relating to the performance of contractual and non-contractual obligations to providers, members, employer groups, and others, including, but not limited to, the alleged failure to properly pay in-network and out-of-network claims and challenges to the manner in which the Company processes claims, and claims alleging that the Company has engaged in unfair business practices.

In addition, on May 12, 2022, a securities class action lawsuit against the Company, certain of its directors and officers, and the underwriters that participated in the Company's initial public offering ("IPO") was commenced in the United States District Court for the Southern District of New York, captioned Carpenter v. Oscar Health, Inc., et al., Case No. 1:22-CV-03885 (S.D.N.Y.) (the "Securities Action"). The initial complaint in the Securities Action asserted violations of Sections 11 and 15 of the Securities Act based on the Company's purported failure to disclose in its IPO registration statement growing COVID-19 testing and treatment costs, the impact of significant Special Enrollment Period membership, and risk adjustment data validation results for 2019 and 2020. By Court orders dated September 27, 2022 and December 13, 2022, the Court appointed a lead plaintiff and lead counsel on behalf of the putative class. An amended complaint filed on December 6, 2022 asserts the same violations of Sections 11 and 15 of the Securities Act, but this time based on the Company's alleged failure to disclose in its IPO registration statement purportedly inadequate controls and systems in connection with the risk adjustment data validation audit for 2019, alleging that this purported omission caused losses and damages for members of the putative class. The amended complaint seeks unspecified compensatory damages as well as interest, fees, and costs. On April 4, 2023, the Company moved to dismiss the amended complaint. Briefing on the motion was completed on July 7, 2023. The Company believes it has meritorious defenses to these claims. At this time, the Company cannot predict the outcome, or provide a reasonable estimate or range of estimates of the possible outcome or loss, if any, in this matter.

The Company records liabilities for its reasonable estimates of probable losses resulting from these matters where appropriate. Estimates of losses resulting from legal and regulatory matters involving the Company are inherently difficult to predict, particularly where the matters: involve indeterminate claims for monetary damages or may involve fines, penalties or punitive damages; present novel legal theories or represent a shift in regulatory policy; involve a large number of claimants or regulatory bodies; are in the early stages of the proceedings; or could result in a change in business practices. Accordingly, the Company is often unable to estimate the losses or ranges of losses for those matters where there is a reasonable possibility or it is probable that a loss may be incurred, the ultimate settlement of which could be material.

Given that such proceedings are subject to uncertainty, there can be no assurance that such legal proceedings, either individually or in the aggregate, will not have a material adverse effect on Oscar's business, results of operations, financial condition or cash flows.

13. CANCELLATION OF FOUNDERS AWARDS

On March 28, 2023, the Company's Co-Founders, Mario Schlosser (the Company's President of Technology and Chief Technology Officer and former Chief Executive Officer) and Joshua Kushner (the Company's Vice Chairman), recommended to the Company's Board of Directors that they should cancel and terminate the applicable awards that were granted to them in connection with the Company's Initial Public Offering (the "Founders Awards"). This recommendation was made in support of reducing the dilutive effects of equity awards granted on April 3, 2023, to Mark T. Bertolini in connection with his appointment as the Company's Chief Executive Officer, effective April 3, 2023, and the Company's annual employee equity awards granted in 2023. On March 28, 2023, Mr. Schlosser and Mr. Kushner each entered into an agreement to cancel and terminate his Founders Award, which consisted of performance-based restricted stock units covering 4,229,853 shares (for Mr. Schlosser) and 2,114,926 shares (for Mr. Kushner) of the Company's Class A common stock. As a result of this cancellation, **during the three months ended March 31, 2023, in March 2023** the Company recognized approximately \$46.3 million of accelerated stock-based compensation expense that would have otherwise been recognized over the remaining vesting period of the awards. Stock-based compensation expense is included in the Selling, general and administrative line item on the **condensed consolidated statement Condensed Consolidated Statements of operations. Operations.**

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion and analysis of the Company's financial condition and results of operations should be read in conjunction with the unaudited Condensed Consolidated Financial Statements and the related notes thereto included elsewhere in this Quarterly Report on Form 10-Q and the audited Consolidated Financial Statements and notes thereto and **management's discussion Management's Discussion and analysis Analysis of financial condition Financial Condition and results Results of operations Operations ("MD&A")** included the Company's Annual Report on Form 10-K for the year ended December 31, 2023 that was filed with the SEC on February 15, 2024. Unless the context otherwise requires, references in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" to "we," "us," "our," "Oscar," "Oscar Health, Inc," and the "Company" mean the business and operations of Oscar Health, Inc. and its consolidated subsidiaries.*

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Management's **discussion Discussion and analysis Analysis of financial condition Financial Condition and results Results of operations Operations** is comprised of the following sections:

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Overview

Oscar Health, Inc. is **the first health insurance a leading healthcare technology company, built around whose mission is to make a full stack technology platform healthier life accessible and a relentless focus on member experience affordable for all.** Our full stack technology platform refers to our differentiated **cloud-based cloud-native end-to-end technology solution**, which connects our member-facing features, including our mobile application, website, and virtual care solutions with our back-office tools that span all critical healthcare insurance and technology domains, including member and provider data, utilization management, claims management, billing, and benefits. **Powered by Our member-first philosophy and innovative approach to care has earned the trust of approximately 1.6 million members, as of June 30, 2024. We currently offer individual and family as well as small group plans and we offer services through +Oscar that utilize our full stack technology platform we have built a scaled insurance business that enables us to earn our members' trust, leverage the power of personalized data, and help our members find quality care they can afford. In addition to supporting our insurance business, externalizing our technology under the +Oscar technology platform enables us to power both providers and payors. others within the healthcare space.**

We regularly review our Total Revenue, Medical Loss Ratio ("MLR"), Selling, General and Administrative Expense Ratio ("SG&A Expense Ratio"), and Adjusted Earnings before Interest, Taxes, Depreciation, and Amortization ("Adjusted EBITDA", a non-GAAP financial metric) to evaluate our business, measure our performance, identify trends in our business, prepare financial projections, and make strategic decisions. We believe these operational and financial measures are useful in evaluating our performance, in addition to our financial results prepared in accordance with GAAP.

Total Revenue

Total revenue includes Premium revenue, Investment income, and Services and other revenue. We believe Total revenue is an important metric to assess the growth of our business, as well as the earnings potential of our investment portfolio.

Premium revenue includes direct policy premiums collected from our members and from the federal government, risk adjustment transfers, and assumed policy premiums we receive as part of our reinsurance arrangement under our Cigna+Oscar Small Group plan offering, and is net of ceded premium from run-off quota share reinsurance contracts accounted for under reinsurance accounting. Investment income primarily includes investment income, and interest earned, and gains (losses) on our investment portfolio. Services and other revenue includes primarily revenue earned from administrative services performed as part of the +Oscar platform, as well as sublease income.

MLR

MLR is a metric used to calculate medical expenses as a percentage of net premiums before ceded quota share reinsurance. Medical expenses are the total expenses incurred by members in order to utilize health care services less any member cost sharing. These services include inpatient, outpatient, pharmacy, and physician costs. Medical claims also include fee-for-service claims, pharmacy benefits, capitation payments to providers, provider disputed claims, risk sharing arrangements with certain of our providers, and various other medical-related costs. The impact of the federal risk adjustment program is included in the denominator of our MLR. We believe MLR is an important metric to demonstrate the ratio of our costs to pay for healthcare of our members to the net premium before ceded reinsurance. MLR in our existing products are subject to various federal and state minimum requirements.

SG&A Expense Ratio

The SG&A Expense Ratio reflects the Company's selling, general and administrative expenses, as a percentage of Total revenue. Selling, general and administrative expenses primarily include wages, benefits, costs of software and hardware, and administrative costs for our corporate and technology functions, the impact of quota share reinsurance, and stock based compensation. We believe the SG&A Expense Ratio is useful to evaluate our ability to manage our overall selling, general, and administrative cost base.

Adjusted EBITDA

Adjusted EBITDA is defined as Net income (loss) for the Company and its consolidated subsidiaries before interest expense, income tax expense (benefit), and depreciation and amortization, as further adjusted for stock-based compensation and other items that are considered unusual or not representative of underlying trends of our business, where applicable for the period presented. We present Adjusted EBITDA because we consider it to be an important supplemental measure of our performance and believe it is frequently used by securities analysts, investors, and other interested parties in the evaluation of companies in our industry. Adjusted EBITDA is a non-GAAP measure. Management believes that investors' understanding of our performance is enhanced by including this non-GAAP financial measure as a reasonable basis for comparing our ongoing results of operations.

We caution investors that amounts presented in accordance with our definition of Adjusted EBITDA may not be comparable to similar measures disclosed by our competitors, because not all companies and analysts calculate Adjusted EBITDA in the same manner.

By providing this non-GAAP financial measure, together with a reconciliation to the most comparable U.S. GAAP measure, Net income (loss), we believe we are enhancing investors' understanding of our business and our results of operations, as well as assisting investors in evaluating how well we are executing our strategic initiatives. Adjusted EBITDA has limitations as an analytical tool, and should not be considered in isolation, or as an alternative to, or a substitute for Net income (loss) or other financial statement data presented in our Condensed Consolidated Financial Statements as indicators of financial performance. A reconciliation of Adjusted EBITDA from Net income (loss) is provided under "Results of Operations-Adjusted EBITDA".

Recent Developments, Trends and Other Factors Impacting Performance

Non-Renewal of Cigna + Cigna+Oscar Partnership and Exit from Small Group Market

On March 26, 2024, the Company notified Cigna Health and Life Insurance Company that it is not renewing the Cigna+Oscar Small Group arrangement after the expiration of the initial term on December 31, 2024. The parties will continue to offer their Cigna+Oscar Small Group product through December 15, 2024. Additionally, effective December 15, 2024, Oscar will no longer be offering small group products in any market. Refer to Note 1 - Organization - Non-Renewal of Cigna + Cigna+Oscar Partnership and Exit from the Small Group Market included elsewhere in this Quarterly Report on Form 10-Q for additional information.

Change Healthcare Incident

Change Healthcare ("CHC"), which provided claims clearinghouse and other services to the Company, experienced a cybersecurity incident on February 21, 2024 that resulted in a disruption to the services CHC provides to the Company, including claims clearinghouse services. The Company promptly disconnected its systems from CHC and activated its incident management response policy. We were able to quickly implement work-around solutions that enabled us to promptly resume impacted operations, and to date the event has not had a material impact on the Company's financial condition or results. At this time, CHC has not notified the Company of any breach of our members' data.

Members

Our membership is measured as of a particular point in time and is concentrated in the individual market. Membership may vary throughout the year due to disenrollments, the Special Enrollment Period ("SEP"), and other market dynamics that are in effect such as Medicaid redeterminations, other legislative or regulatory actions, or other factors that enable the overall market to grow or decline throughout the year.

Risk Adjustment

The risk adjustment programs in the markets we serve are administered federally by Centers for Medicare & Medicaid Services ("CMS") and are designed to mitigate the potential impact of adverse selection and provide stability for health insurers. Under this program, each plan is assigned a risk score based upon demographic information and current year claims information related to its members. The risk score is used to adjust plan revenue to reflect the relative risk of the plan's enrolled population. We reevaluate our risk **adjustment** transfer estimates as new information and market data becomes available until we receive the final reporting from CMS in later periods, up to twelve months in arrears.

Our risk **adjustment** transfer estimates are subject to a high degree of estimation and variability and are affected by the relative risk of our members, and in the case of ACA, relative to that of other insurers. There is a higher degree of uncertainty associated with estimates of risk **adjustment** transfers at the beginning of the policy year resulting from composition of the risk score being based on concurrent claim data. Furthermore, there **is** additional uncertainty for both markets and blocks of business that experience outsized growth, compounded by the lack of credible experience data on the newly enrolling population. Furthermore, there is also uncertainty associated with changes in other carriers operations, which may impact the ultimate degree of market level risk. Actual risk adjustment calculations and transfers could materially differ from our assumptions.

Claims Incurred

Our medical expenses are impacted by seasonal effects of medical costs such as the utilization of deductibles and out-of-pocket maximums over the course of the policy year, which shifts more costs to us in the second half of the year as we pay a higher proportion of covered claims costs, and the number of days and holidays in a given period. Our medical and pharmacy costs can also exhibit seasonality depending on selection effects or changes in the risk profile of our membership and the proportion of our membership that is new in the calendar year. The emergence of medical and pharmacy claims is influenced by the aforementioned drivers, and further mix shifts may continue to alter claims incurred patterns in future periods.

Seasonality

Our business is generally affected by the seasonal patterns of our member enrollment, medical expenses, and health plan mix shift. SEP or other market dynamics that drive enrollment and/or mix changes throughout the year may impact the per member levels of premiums, claims, and/or risk **adjustment** transfers. Additionally, medical expenses have historically been highest towards the second half of the year due to a number of factors discussed above.

Reinsurance

We believe our reinsurance agreements help us achieve important goals for our business, including risk management, capital efficiency, and greater predictability in our earnings in the event of unexpected significant fluctuations in our **Medical Loss Ratio ("MLR")**. **MLR**. Specifically, reinsurance is a financial arrangement under which the reinsurer agrees to cover a portion of our medical claims in return for a portion of the premium. Our reinsurance agreements are contracted under two different types of arrangements: quota share reinsurance contracts and excess of loss ("XOL") reinsurance contracts. Reinsurance agreements do not relieve us of our primary medical claims incurred obligations. Refer to Note 9 - Reinsurance included elsewhere in this Quarterly Report on Form 10-Q for a description of the accounting methods used to record our quota share reinsurance arrangements.

Regulatory Update

In December 2022, Congress passed the omnibus spending bill which delinked the Medicaid continuous coverage from the end of the public health emergency ("PHE") for COVID-19. Medicaid redeterminations were required to begin by April 1, 2023, and while most states initially anticipated completing unwinding-related renewals by mid-2024, many states **are expected to extend** **have extended** their unwinding timelines for several additional months, due to adoption of strategies to promote continuity of coverage for eligible individuals, pauses in procedural disenrollments, or other state-specific situations. **2023 data from CMS on Medicaid redeterminations has shown marginal but consistent increases in ACA plan enrollments among consumers who lost Medicaid or Children's Health Insurance Program (CHIP) coverage. However, the** **The** **redeterminations are ongoing, and consumers' transitions from Medicaid or Children's Health Insurance Program (CHIP) coverage to ACA marketplace plans may contribute to more substantial additional growth in the ACA marketplace in the future. For instance, data from marketplace** CMS **indicates that the ACA marketplace grew 30% during open enrollment for plan year 2024. CMS had also previously announced a sixteen month SEP for individuals that lose Medicaid or CHIP coverage as a result of the Medicaid redetermination process. This SEP began March 31, 2023 and was expected to end July 31, 2024, but has been extended to November 30, 2024. The latest estimates from CMS indicate that Medicaid redeterminations will be complete in almost all states in which Oscar offers plans by July 2024, however, given uncertainties in CMS's estimates and the extended SEP, we expect to continue to see consumers enrolling in ACA marketplace plans past this date.**

On July 19, 2024, in response to increases in unauthorized changes in consumers' enrollments by agents and brokers, CMS announced they will now block an agent or broker from making changes to a consumer's federally facilitated marketplace enrollment unless the agent is already associated with the consumer's enrollment. We continue to monitor regulatory developments to address bad actors, including possible changes to eligibility or income verification requirements or increased enforcement of existing requirements by CMS.

Critical Accounting Policies and Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. A summary of the Company's significant accounting policies is included in Note 2 - Summary of Significant Accounting Policies, in our Annual Report on Form 10-K for the year ended December 31, 2023. Certain of our accounting policies are considered critical, as these policies require significant, difficult or complex judgments by management, often requiring the use of estimates about the effects of matters that are inherently uncertain. As of **March 31, 2024** **June 30, 2024**, there were no significant changes to the critical accounting estimates from what was reported in our Annual Report on Form 10-K for the year ended December 31, 2023.

Results of Operations

Three Months Ended March 31, 2024 compared to Three Months Ended March 31, 2023

The following table sets forth our results of operations for the periods indicated:

	Three Months Ended March 31,	Three Months Ended March 31,	Three Months Ended March 31,	Three Months Ended June 30,	Three Months Ended June 30,	Three Months Ended June 30,
(in thousands, except percentages)						
(in thousands, except percentages)						
(in thousands, except percentages)						
Revenue						
Revenue						
Revenue						
Premium						
Premium						
Premium						
Investment income						
Investment income						
Investment income						
Services and other						
Services and other						
Services and other						
Total revenue						
Total revenue						
Total revenue						
Operating Expenses						
Operating Expenses						
Operating Expenses						
Medical						
Medical						
Medical						
Selling, general, and administrative						
Selling, general, and administrative						
Selling, general, and administrative						
Depreciation and amortization						
Depreciation and amortization						
Depreciation and amortization						
Total operating expenses						
Total operating expenses						
Total operating expenses						

Earnings (loss) from operations
Interest expense
Interest expense
Interest expense
Other expenses
Other expenses
Other expenses
Earnings (loss) before income taxes
Earnings (loss) before income taxes
Earnings (loss) before income taxes
Income tax expense
Income tax expense
Income tax expense
Net income (loss)
Net income (loss)
Net income (loss)
Medical Loss Ratio (MLR)
Medical Loss Ratio (MLR)
Medical Loss Ratio (MLR)
SG&A Expense Ratio
SG&A Expense Ratio
SG&A Expense Ratio
Adjusted EBITDA
Adjusted EBITDA
Adjusted EBITDA

Premium

Premium revenue increased \$665.1 million, or 47%, for the three months ended March 31, 2024, compared to the same period in 2023. This increase was primarily driven by higher membership, rate increases, and lower risk adjustment as a percentage of premiums. **Membership**

We view the number of members enrolled in our health plans as an important metric to help evaluate and estimate revenue and market share. Additionally, the more members we enroll, the more data we have, which allows us to improve the functionality of our platform. The following table summarizes the Company's membership by offering:

Membership by Offering	Membership by Offering	As of March 31,		As of June 30,	
		2024	2023	2024	2023
Individual and Small Group					
Medicare Advantage					
Cigna + Oscar ⁽¹⁾					
Cigna+Oscar ⁽¹⁾					
Total Members ⁽²⁾					

(1) Represents total membership for our co-branded partnership with Cigna.

(2) A member covered under more than one of our health plans counts as a single member for the purposes of this metric.

Membership increased **431,076** by **610,182**, or **42%** **63%**, as of **March 31, 2024** **June 30, 2024**, compared to **March 31, 2023** **June 30, 2023**. The increase in membership is a result of strong retention and new enrollments in existing and expansion markets further supported by ACA market growth in 2024. The increase was partially offset by a decrease in Cigna+Oscar members served and our exit from the Medicare Advantage market.

Premium

Premium revenue increased \$689.2 million, or 47%, for the three months ended June 30, 2024, compared to the same period in 2023, and increased \$1.4 billion, or 47%, for the six months ended June 30, 2024, compared to the same period in 2023. These increases were primarily driven by higher membership and rate increases, partially offset by higher risk adjustment transfers as a percentage of premiums.

Investment Income

Investment income increased \$6.9 million, or 19%, for the three months ended March 31, 2024 June 30, 2024, compared to the same period in 2023, and increased \$15.4 million, or 20%, for the six months ended June 30, 2024, compared to the same period in 2023. The increase was primarily due to a larger asset base, higher investment yields, and higher interest rates.

Services and Other

Services and other revenue increased \$0.6 million, or 13%, for the three months ended March 31, 2024 June 30, 2024, compared to the same period in 2023, and increased \$0.8 million, or 8%, for the six months ended June 30, 2024, compared to the same period in 2023. This increase was primarily due to more new customer arrangements in 2024 as compared to the same period in 2023.

Medical Expenses and MLR

Medical expenses increased \$463.2 million, or 45%, for the three months ended March 31, 2024 June 30, 2024, compared to the same period in 2023, and increased \$989.9 million, or 44%, for the six months ended June 30, 2024, compared to the same period in 2023. The increase was primarily due to increased membership. MLR improved year-over-year for the three months ended June 30, 2024, compared to the same period in 2023, primarily due to favorable prior period development. MLR improved for the six months ended June 30, 2024, compared to the same period in 2023, primarily due to favorable prior period development, as discussed below, as well as targeted rate actions, a disciplined pricing strategy to increase margins, and strong execution on initiatives to manage medical costs.

		Three Months Ended March 31,	Three Months Ended March 31,	Three Months Ended March 31,	Three Months Ended June 30,		Six Months Ended June 30,	
	(in thousands, except percentages)					(in thousands, except percentages)		
		2024		2023	2024	2023	2024	2023
Medical								
Less: Ceded quota share reinsurance								
claims ⁽¹⁾								
Net claims before ceded quota share reinsurance (A)								
Premium								
Premium								
Premium								
Less: Ceded quota share reinsurance premiums (2)								
Less: Ceded quota share reinsurance premiums (2)								
Less: Ceded quota share reinsurance premiums (2)								
Net premiums before ceded quota share reinsurance (B)								
Medical Loss Ratio (A divided by B)		74.2 %			76.3 %		79.0 %	

(1) Represents prior period development for claims ceded to reinsurers pursuant to quota share treaties which are accounted for under reinsurance accounting, and which are in runoff.

(2) Represents prior period development for premiums ceded to reinsurers pursuant to quota share treaties which are accounted for under reinsurance accounting, and which are in runoff.

MLR improved for the three months ended March 31, 2024, compared to the same period in 2023, primarily as a result of targeted rate actions and a disciplined pricing strategy to increase margins as well as strong execution on initiatives to manage medical costs.

Selling, General and Administrative Expenses and SG&A Expense Ratio

Selling, general and administrative expenses decreased \$4.4 million, or 29%, for the three months ended June 30, 2024, compared to the same period in 2023, and increased \$93.6 million, or 13%, for the six months ended June 30, 2024, compared to the same period in 2023. These increases were driven by higher distribution and selling expenses associated with higher membership year over year, partially offset by the impact of the acceleration of stock compensation expense associated with the cancellation of the Founders Awards in 2023, primarily offset by higher distribution and selling expenses associated with higher membership year over year, the first quarter of 2023. The SG&A Expense Ratio improved 8.7 points quarter over quarter, and 5.6 points year over year driven by lower SG&A expenses, as well as variable cost efficiencies, primarily due to improved fixed cost leverage and lower variable cost efficiencies, partially offset by higher risk adjustment transfers as a percentage of premiums.

Depreciation and Amortization Expenses

Depreciation and amortization expenses increased \$2.9 million, or 12%, for the three six months ended March 31, 2024 June 30, 2024, compared to the same period in 2023. The increase was primarily due to an increase in internally developed software placed into service.

Income Tax Expense (Benefit)

Our effective tax rate for the three months ended March 31, 2024 June 30, 2024 and March 31, 2023 2023 was approximately 0.56% 7.6% and (5.37) (8.2)%, respectively, and 2.4% and (6.1)% for the six months ended June 30, 2024 and 2023, respectively.

Adjusted EBITDA

The table below sets forth the reconciliation of Net income (loss) to Adjusted EBITDA:

		Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,		
		(in thousands)	(in thousands)	2024	2023	(in thousands)	2024	2023
Net income (loss)								
Interest expense								
Other expenses								
Income tax expense								
Depreciation and amortization								
Stock-based compensation ⁽¹⁾								
Adjusted EBITDA								
Adjusted EBITDA								
Adjusted EBITDA								

(1) Represents non-cash expenses related to equity-based compensation programs, which vary from period to period depending on various factors including the timing, number, and the valuation of awards. The three six months ended March 31, 2023 June 30, 2023 includes a non-recurring charge of \$46.3 million related to accelerated stock-based compensation expense recognized as a result of the cancellation of the Founders Awards. Refer to Note 13 - Cancellation of Founders Awards included elsewhere in this Quarterly Report on Form 10-Q for additional information.

Liquidity and Capital Resources

Overview

We maintain liquidity at two levels of our corporate structure, through our health insurance subsidiaries (any subsidiary of Oscar Health, Inc. that has applied for or received a license, certification or authorization to sell health plans by any state Department of Insurance, Department of Financial Services, Department of Health, or comparable regulatory authority) and through our holding company (our parent company, Oscar Health, Inc., on a standalone basis ("Parent") and subsidiaries excluding our health insurance subsidiaries).

The majority of the assets held by the holding company are in the form of cash and cash equivalents and investments. As of **March 31, 2024** June 30, 2024 and December 31, 2023, total cash and cash equivalents and investments held by the holding company was **\$159.0 million** \$204.4 million and **\$233.5 million** \$234.1 million, respectively, of which \$12.6 million was restricted for both **March 31, 2024** June 30, 2024 and December 31, 2023.

The majority of the assets held by our health insurance subsidiaries are in the form of cash and cash equivalents and investments. As of **March 31, 2024** June 30, 2024 and December 31, 2023, total cash and cash equivalents and investments held by our health insurance subsidiaries was **\$3.5 billion** \$3.9 billion and \$2.7 billion, respectively, of which **\$17.2 million** \$17.3 million for both 2024 and **\$17.3 million**, respectively, 2023 was on deposit with regulators as required for statutory licensing purposes and purposes. These amounts are classified as restricted deposits on the balance sheet.

Our health insurance subsidiaries' states of domicile have statutory minimum capital requirements that are intended to measure capital adequacy, taking into account the risk characteristics of an insurer's investments and products. The combined statutory capital and surplus of our health insurance subsidiaries was **\$989.0 million** \$1,108.3 million and \$800.6 million as of **March 31, 2024** June 30, 2024 and December 31, 2023, respectively, which was in compliance with and in excess of the minimum capital requirements for each period. The health insurance subsidiaries historically have required capital contributions from Parent to maintain minimum levels. The health insurance subsidiaries may be subject to additional capital and surplus requirements in the future, as a result of factors such as increasing membership and medical costs, which may require us to incur additional indebtedness, sell capital stock, or access other sources of funding in order to fund such requirements. During periods of increased volatility, adverse securities and credit markets, including those due to rising interest rates, may exert downward pressure on the availability of liquidity and credit capacity for certain issuers, and any such funding may not be available on favorable terms, or at all.

As our health insurance subsidiaries have collectively become profitable and to the extent their levels of statutory capital and surplus continue to exceed minimum regulatory requirements, we may make periodic requests for dividends and distributions from our subsidiaries to fund our operations or seek to enter into transactions or structures that enable us to efficiently deploy this excess capital, which may or may not require approval by our regulators. The health insurance subsidiaries paid dividends, distributions, and loan repayments of **\$52 million** \$52.0 million to Parent in 2023. As of **March 31, 2024** During the six months ended June 30, 2024, our health insurance subsidiaries have made loan repayments of **\$13.0 million** \$18.0 million to Parent.

Our health insurance subsidiaries also utilize quota share reinsurance arrangements to reduce our minimum capital and surplus requirements, which are designed to enable us to efficiently deploy capital to fund our growth. During the **three** six months ended **March 31, 2024** June 30, 2024 and **March 31, 2023** June 30, 2023, Parent made **\$8.0 million** \$28.0 million and **\$11.0 million** \$12.5 million of capital contributions, respectively, to the health insurance subsidiaries. We estimate that had we not had any quota share reinsurance arrangements in place, the health insurance subsidiaries would have been required to hold approximately **\$462.0 million** \$485.7 million and \$447.1 million of additional capital as of **March 31, 2024** June 30, 2024 and December 31, 2023, respectively, which Parent would have been required to fund. The actual amount of any required capital contributions to our insurance subsidiaries may differ at any given time depending on each health insurance subsidiary's capital adequacy.

Short-Term Cash Requirements

The Company's cash requirements within the next twelve months include benefits payable, risk adjustment transfer payable, current lease liabilities, interest payable on debt, other current liabilities and purchase commitments and other obligations. We expect the cash required to meet these obligations to be primarily funded by cash available for general corporate use, cash flows from current operations, and/or the realization of current assets, such as accounts receivable. Based on our current forecast, we believe the Company's cash, and cash equivalents and investments, not including restricted cash, will be sufficient to fund our operating requirements for at least the next twelve months.

Our cash flows used in operations may differ substantially from our net loss due to non-cash charges or due to changes in balance sheet accounts. The timing of our cash flows from operating activities can also vary among periods due to the timing of payments made or received. Some of our payments and receipts, including risk adjustment transfers and reinsurance receipts, can be significant. As such, timing of payments and receipts can influence cash flows from operating activities in any given period which would have a negative impact on our operating cash flows.

Long-Term Cash Requirements

Our long-term cash requirements under our various contractual obligations and commitments include operating leases. We expect the cash required to meet our long-term obligations to be primarily generated through future cash flows from operations.

Convertible Senior Notes

During the **three** months quarterly period ended **March 31, 2024** June 30, 2024, the conditional conversion feature of the 2031 Notes, which permits conversion upon satisfaction of the common stock sale price condition, was satisfied. As a result, the 2031 Notes are convertible during the **second** third quarter of 2024. 2024 at the option of the holder. As of the date of this Quarterly Report on Form 10-Q, the 2031 Notes have not been converted. Upon conversion, the 2031 Notes will be settled, at the Company's election, in shares of Class A common stock, cash, or a combination of cash and shares of Class A common stock, subject to certain exceptions.

Oscar may not redeem the 2031 Notes at the Company's option prior to December 31, 2026.

For more information on our 2031 Notes, including the requirements for redemption, see in Note 15 - Long-Term Debt, in our Annual Report on Form 10-K for the year ended December 31, 2023, and, Note 7 – Debt to our Condensed Consolidated Financial Statements included elsewhere in this Quarterly Report on Form 10-Q.

Revolving Credit Facility

We have \$115.0 million available to draw under our Revolving Credit Facility until December 2025, provided we are in compliance with all covenants. As of **March 31, 2024** June 30, 2024, there were no outstanding borrowings under the Revolving Credit Facility. For more information on our Revolving Credit Facility, see Part II, Item 7, Management's Discussion

and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Revolving Credit Facility in our Annual Report on Form 10-K for the year ended December 31, 2023, and Note 7 – Debt to our Condensed Consolidated Financial Statements included elsewhere in this Quarterly Report on Form 10-Q.

Investments

We generally invest the cash of our health insurance subsidiaries in U.S. treasury and agency securities. We primarily invest the cash of the Company in investment-grade, marketable debt securities to improve our overall investment return. These investments are purchased pursuant to board-approved investment policies that reflect our obligations under our credit agreement and conform to applicable state laws and regulations.

Our investment policies are designed to provide liquidity, preserve capital, and maximize total return on invested assets, all in a manner consistent with state requirements that prescribe the types of instruments in which our health insurance subsidiaries may invest. These investment policies require that our investments of U.S. Corporate bonds have final maturities of a maximum of two years from the settlement date and a maximum of five years from the settlement date for U.S. Government obligations. Professional portfolio managers operating under documented guidelines manage our investments and a portion of our cash equivalents. Our portfolio managers must obtain our prior approval before selling investments in a loss position. Net investment income for our health insurance subsidiaries was \$40.3 million \$47.2 million and \$34.9 million \$39.3 million for the three months ended March 31, 2024 June 30, 2024 and June 30, 2023, respectively, and \$87.5 million and \$74.2 million for the six months ended June 30, 2024, and March 31, 2023 June 30, 2023, respectively.

Our restricted investments are invested principally in cash and cash equivalents and U.S. treasury securities; we have the ability to hold such restricted investments until maturity. The Company maintains cash and cash equivalents and investments on deposit or pledged to various state agencies as a condition for licensure. We classify our restricted deposits as long-term given the requirement to maintain such assets on deposit with regulators.

Summary of Cash Flows

Net Our primary operating cash flow sources are premiums and investment income. Our primary operating cash flow uses are payments for claims, risk adjustment transfers, and operating expenses, including interest expense. For the six months ended June 30, 2024, net cash provided by operating activities increased \$219.6 million to \$634.4 million was \$1,131.5 million as compared with \$580.2 million for the three months ended March 31, 2024, compared to \$414.7 million for the three months ended March 31, 2023. same period in 2023. The increase was primarily due to higher premiums received, which were partially offset by higher claim disbursements. Net

Cash flows from investing activities primarily include the purchase and disposition of financial instruments. For the six months ended June 30, 2024, net cash used in investing activities was \$300.6 million for the three months ended March 31, 2024, \$778.2 million as compared to \$135.5 million of net cash provided by investing activities of \$179.4 million for the three months ended March 31, 2023. same period in 2023. The change was primarily due to an increase in purchased securities and reductions in sales purchases of securities and maturity a lower level of investments. Net maturing investment.

Cash flows from financing activities may include proceeds from the issuance of debt securities and proceeds from stock option exercises. For the six months ended June 30, 2024, net cash provided by financing activities increased \$26.8 million to \$27.3 million for the three months ended March 31, 2024, was \$46.0 million as compared to \$0.5 \$3.1 million for the three months ended March 31, 2023. same period in 2023. The increase was primarily due to proceeds received from the exercise of stock options.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily attributable to potential changes in interest rates and/or inflation and the resulting impact on investment income and interest expense. We do not hold financial instruments for trading purposes.

Interest Rate Risk

We are subject to interest rate risk in connection with the fair value of our investment portfolio, which consists of U.S. Treasury and agency securities, corporate notes, and certificates of deposit. Our primary market risk exposure is driven by changes to prime rate-based interest rates. Interest rate risk is highly sensitive due to many factors, including U.S. monetary and tax policies, U.S. and international economic factors, and other factors beyond our control. Assuming a hypothetical and immediate 1% increase in interest rates at March 31, 2024 June 30, 2024, the fair value of our investments would decrease by approximately \$17.4 \$32.9 million. Any declines in interest rates over time would reduce our investment income.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are designed to ensure that information required to be disclosed by us in reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated, as of the end of the period covered by this report, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of **March 31, 2024** **June 30, 2024**, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended **March 31, 2024** **June 30, 2024** that materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

The information required under this Part II, Item 1 is set forth in Note 12 - Commitments and Contingencies to the Condensed Consolidated Financial Statements included elsewhere in this Quarterly Report on Form 10-Q.

Given that such proceedings are subject to uncertainty, there can be no assurance that such legal proceedings, either individually or in the aggregate, will not have a material adverse effect on our business, results of operations, financial condition or cash flows.

Item 1A. Risk Factors

There have been no material changes to the risk factors disclosed in Part I, Item 1A, of our Annual Report on Form 10-K for the year ended December 31, 2023.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds and Issuer Purchases of Equity Securities

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

(a) On May 2, 2024, the Board of Directors of the Company (the "Board") appointed Steven Wolin, Chief Operating Officer, as an executive officer and Executive Vice President of the Company, effective immediately. In connection with his appointment, Mr. Wolin was also designated by the Board as principal operating officer of the Company.

Mr. Wolin, 55, has served as the Company's Chief Operating Officer since August 2022. He joined the Company in April 2020, serving as SVP, Member Programs until October 2021, when he took the role of SVP, Operations. He leads the development and execution of the Company's service organization, insurance operations, clinical operations, pharmacy services, behavioral health, and virtual care. Prior to joining the Company, Mr. Wolin served as head of Corporate Strategy and Strategic Partnerships for Optum, a division of UnitedHealthcare, from 2016 to 2020. In that role, he led the development of corporate and business unit level strategy aimed at driving growth and efficiency. He also led the assessment, structuring, negotiating, and relationship management of several large-scale Optum partnerships. Prior to Optum, Mr. Wolin had a career as a management consultant with Oliver Wyman and was also a Managing Director at Bain Capital. Mr. Wolin graduated with a Bachelor of Arts from Bucknell University and with a Masters Degree in Business Administration from Duke's Fuqua School of Business.

In connection with Mr. Wolin's appointment as an executive officer, Oscar Management Corporation and Mr. Wolin entered into an Employment Agreement, dated as of May 2, 2024 (the "Wolin Agreement"), pursuant to which he will receive (i) a \$600,000 annual base salary, and (ii) a target annual bonus opportunity equal to 60% of base salary. The other terms and conditions of the Wolin Agreement are consistent with those set forth in the employment agreements for our other Executive Vice Presidents.

In addition, in connection with Mr. Wolin's appointment, he was granted (i) an award of restricted stock units covering an aggregate of 17,521 shares of the Company's Class A common stock ("RSUs") and (ii) an award of performance-vesting RSUs covering an aggregate of 52,258 shares of the Company's Class A common stock ("PSUs"), in each case under the Company's 2021 Incentive Award Plan. The RSU award is intended to address the difference between the annual incentive award Mr. Wolin was granted in March 2024 and the annual incentive award target specified in the Wolin Agreement. The award will vest on a quarterly basis over the three-year period following March 1, 2024, subject to Mr.

Wolin's continued employment through each applicable vesting date. The PSU award will be subject to the same vesting terms and conditions as the PSU awards granted in May 2024 to the Company's other Executive Vice Presidents.

In connection with his appointment, Mr. Wolin also entered into the Company's standard form of indemnification agreement for directors and officers.

The foregoing description of the Wolin Agreement does not purport to be complete and is qualified in its entirety by reference to the Wolin Agreement, a copy of which is filed as Exhibit 10.2 to this Quarterly Report on Form 10-Q and is incorporated by reference herein.

There are no arrangements or understandings between Mr. Wolin and any other person pursuant to which he was appointed. Mr. Wolin has no family relationship with any director or other executive officer of the Company or any person nominated or chosen by the Company to become a director or executive officer, and there are no transactions in which Mr. Wolin has an interest requiring disclosure under Item 404(a) of Regulation S-K. None.

(b) None.

(c) On February 28, 2024, R. Scott Blackley, the Company's Chief Financial Officer, adopted a Rule 10b5-1 trading arrangement that is intended to satisfy the affirmative defense of Rule 10b5-1(c) for the sale of up to 250,000 shares of the Company's Class A common stock by February 27, 2025.

On April 2, 2024, Mark T. Bertolini, the Company's Chief Executive Officer, terminated his sell-to-cover instruction providing for sales of Class A common stock as necessary to cover tax withholding obligations incurred in connection with the vesting or settlement of restricted stock units, as Mr. Bertolini has elected to pay such amounts in cash. The instruction was originally adopted on August 13, 2023 and was intended to satisfy the affirmative defense of Rule 10b5-1(c).

On May 15, 2024, R. Scott Blackley, the Company's Chief Financial Officer, terminated the Rule 10b5-1 trading arrangement that he had previously entered into for the sale of up to 250,000 shares of the Company's Class A common stock by February 27, 2025. The arrangement was originally adopted on February 28, 2024 and was intended to satisfy the affirmative defense of Rule 10b5-1(c).

Item 6. Exhibits

Exhibit Number	Incorporated by Reference	Incorporated by Reference	Filed/Furnished Herewith	Incorporated by Reference	Filed/Furnished Herewith
3.1					
3.1					
3.1					
3.2					
3.2					
3.2					
4.1					
4.1					
4.1					
10.1					
10.1					
10.1	Form of Performance Restricted Stock Unit Award Agreement under 2021 Incentive Award Plan.	*			
10.2	Employment Agreement, by and between Oscar Health, Inc., Oscar Management Corporation and Steven Wolin, dated May 2, 2024.	*			
31.1					
31.1					
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a).	*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a).	*	
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a).	*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a).	*	
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350.	**	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350.		**

32.2	32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.	**	32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.	**
101.INS	101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data file because its XBRL tags are embedded within the Inline XBRL document	*	101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data file because its XBRL tags are embedded within the Inline XBRL document	*
101.SCH	101.SCH	Inline XBRL Taxonomy Extension Schema Document	*	101.SCH	Inline XBRL Taxonomy Extension Schema Document	*
101.CAL	101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	*	101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	*
101.DEF	101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	*	101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	*
101.LAB	101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	*	101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	*
101.PRE	101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	*	101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	*
104	104	Cover Page Interactive Data File (formatted as Inline XBRL and embedded within Exhibit 101)	*	104	Cover Page Interactive Data File (formatted as Inline XBRL and embedded within Exhibit 101)	*

* Filed herewith.

** Furnished herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

OSCAR HEALTH, INC.

Date: **May 7, 2024** August 7, 2024

By: _____ **/s/ Mark T. Bertolini**
Mark T. Bertolini
Chief Executive Officer
(Principal Executive Officer)

Date: **May 7, 2024** August 7, 2024

By: _____ **/s/ R. Scott Blackley**
R. Scott Blackley
Chief Financial Officer
(Principal Financial Officer)

Date: **May 7, 2024** August 7, 2024

By: _____ **/s/ Victoria Baltrus**
Victoria Baltrus
Chief Accounting Officer
(Principal Accounting Officer)

OSCAR HEALTH, INC.

2021 INCENTIVE AWARD PLAN

PERFORMANCE RESTRICTED STOCK UNIT GRANT NOTICE

Oscar Health, Inc., a Delaware corporation (the "**Company**"), has granted to the participant listed below ("**Participant**") the Performance Restricted Stock Units (the "**PSUs**") described in this Performance Restricted Stock Unit Grant Notice (this "**Grant Notice**"), subject to the terms and conditions of the Oscar Health, Inc. 2021 Incentive Award Plan (as amended from time to time, the "**Plan**") and the Performance Restricted Stock Unit Agreement attached hereto as **Exhibit A**, the Earned PSUs attached as **Exhibit B** and the Peer Group Companies attached as **Exhibit C** (Exhibits A, B and C together, the "**Agreement**"), all of which are incorporated into this Grant Notice by reference. Capitalized terms not specifically defined in this Grant Notice or the Agreement have the meanings given to them in the Plan.

Participant: [To be specified]
Grant Date: [], []
Target Number of PSUs: [To be specified]
Expiration Date: [], []
Vesting Schedule: The PSUs shall become earned and vest as described in Article II of the Agreement and **Exhibit B**.

By accepting (whether in writing, electronically or otherwise) the PSUs, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

OSCAR HEALTH, INC.

By:

Name: [Participant Name]

Title:

PARTICIPANT

Exhibit A

PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

WHEREAS, in connection with the Company's grant of the PSUs to Participant, the parties desire to enter into this Performance Restricted Stock Unit Agreement (this "**Agreement**"); and

NOW, THEREFORE, the Company and Participant hereby agree as follows:

ARTICLE I.
GENERAL

1.1 Award of PSUs. The Company has granted the PSUs to Participant effective as of the Grant Date set forth in the Grant Notice (the "**Grant Date**"). Each PSU represents the right to receive one Share as set forth in this Agreement. Participant will have no right to the distribution of any Shares until the time (if ever) the PSUs have vested.

1.2 Incorporation of Terms of Plan. The PSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

1.3 Unsecured Promise. The PSUs will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

1.4 Defined Terms. Capitalized terms not specifically defined in this Agreement shall have the meanings specified in the Grant Notice, **Exhibit B** or, if not defined in the Grant Notice or **Exhibit B**, in the Plan. In addition, the following defined terms shall apply:

(a) "**Assumed**" shall mean that an Assumption occurs with respect to the Award in connection with a Change in Control.

(b) **"Cause"** shall have such meaning as is contained in Participant's Employment Agreement or, if not defined therein, shall mean a determination by the Company of (i) Participant's unauthorized use or disclosure of the Company's confidential information or trade secrets; (ii) Participant's breach of any agreement between Participant and the Company; (iii) Participant's failure to comply with the Company's written policies or rules; (iv) Participant's conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any State thereof; (v) Participant's gross negligence or willful misconduct; (vi) Participant's continuing failure to perform assigned duties after receiving notification of such failure from the Company; or (vii) Participant's failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers, or employees.

(c) **"Change in Control Period"** shall mean the twelve (12) month period beginning on the date on which a Change in Control occurs.

(d) **"Employment Agreement"** shall mean any employment agreement, offer letter or similar written agreement between Participant and the Company or any of its affiliates.

(e) **"Good Reason"** shall have the meaning ascribed to such term (or similar term) in Participant's Employment Agreement, if applicable.

(f) **"Qualifying Termination"** shall mean Participant's Termination of Service (i) by the Company without Cause or (ii) if Participant's Employment Agreement contains a definition of "Good Reason" (or similar term), by Participant for Good Reason.

Exhibit A

(g) **"Restrictive Covenants"** shall mean any confidentiality, intellectual property assignment, non-competition, non-solicitation, non-disparagement and other protective covenants contained in any written agreement between the Company (or an affiliate) and Participant.

(h) **"Retirement"** shall mean a Termination of Service due to retirement (as determined by the Company in its sole discretion) if such Termination of Service (i) occurs on or after the completion by Participant of five years of service with the Company (which need not be continuous) and (ii) the Participant's age equals or exceeds 55 (in each case measured in years, rounded down to the nearest whole number).

(i) **"Retirement Acceleration Period"** means a number of years following Participant's Retirement that is equal to (i) Participant's number of years of service as an Employee (rounded down to the nearest whole number), divided by (ii) five (with such quotient rounded down to the nearest whole number).

ARTICLE II. VESTING; FORFEITURE AND SETTLEMENT

2.1 Earned PSUs; General Vesting. The PSUs will be earned as set forth on **Exhibit B** attached hereto. Subject to Section 2.2, any Earned PSUs (as defined in **Exhibit B**) will vest on the Expiration Date, subject to Participant's continued service as a Service Provider through the Expiration Date. Any PSUs that remain outstanding and unvested as of immediately following the Expiration Date (including as a result of failing to become Earned PSUs) will be forfeited and terminated (for no consideration) as of the Expiration Date.

2.2 Change in Control; Termination of Service.

(a) Change in Control.

(i) If a Change in Control occurs and Participant remains in continued service as a Service Provider until at least immediately prior to such Change in Control, then, effective as of the date of such Change in Control: (x) the PSUs shall become Earned PSUs in accordance with **Exhibit B**, and (y) (A) to the extent the Award is Assumed in connection with such Change in Control, any such Earned PSUs will convert into a time-vesting Restricted Stock Unit ("RSU") award that, following such Change in Control, will remain outstanding and eligible to vest on the Expiration Date, subject to Participant's continued Service as a Service Provider through the Expiration Date; or (B) to the extent the Award is not Assumed in connection with such Change in Control, 100% of any such Earned PSUs will vest as of immediately prior to such Change in Control.

(ii) If Participant experiences (A) a Termination of Service due to death or Disability following a Change in Control or (B) a Qualifying Termination following a Change in Control that does not occur during the Change in Control Period, then, in either case, a number of RSUs subject to such time-vesting RSU award shall vest as of the date of Participant's Termination of Service equal to the number of RSUs multiplied by a fraction, (x) the numerator of which is the number of days Participant was in service from the first day of the Performance Period through the date of Participant's Termination of Service and (y) the denominator of which is the number of days from (and including) the first day of the Performance Period through (and including) the Expiration Date.

(iii) If Participant experiences a Qualifying Termination during the Change in Control Period, then 100% of the RSUs subject to such time-vesting RSU award shall vest as of the date of Participant's Termination of Service.

(iv) Upon Participant's Retirement following a Change in Control, then a number of RSUs subject to such time-vesting RSU award shall vest as of the date of Participant's Termination of Service equal to the number of RSUs multiplied by a fraction, (x) the numerator of which is the sum of (A) the number of days Participant was in service from the first day of the Performance Period through the date of Participant's Termination of Service and (B) the number of days in the Retirement Acceleration Period and (y) the denominator of which is the number of days from (and including) the first day of the Performance Period through (and including) the Expiration Date. Any RSUs that do not become vested in accordance with the foregoing automatically will be forfeited and terminated as of the date of Participant's Termination of Service without consideration therefor.

(b) Termination due to Death or Disability (pre-Change in Control). Upon Participant's Termination of Service due to death or Disability, (i) the PSUs shall remain outstanding and eligible to become Earned PSUs in accordance with **Exhibit B** and (ii) a number of Earned PSUs shall vest in accordance with the following sentence as of the earlier of the Expiration Date or a Change in Control. The number of Earned PSUs that shall be eligible to vest shall equal to the number of Earned PSUs determined in accordance with **Exhibit B**, multiplied by a fraction, (x) the numerator of which is the number of days Participant was in service from the first day of the Performance Period through the date of Participant's Termination of Service and (y) the denominator of which is the number of days from (and including) the first day of the Performance Period through (and including) the Expiration Date. Any Earned PSUs that do not become vested in accordance with the foregoing automatically will be forfeited and terminated as of the last day of the Performance Period without consideration therefor.

(c) Termination due to Retirement (pre-Change in Control). Upon Participant's Retirement, (i) the PSUs shall remain outstanding and eligible to become Earned PSUs in accordance with **Exhibit B** and (ii) a number of Earned PSUs shall vest in accordance with the following sentence as of the earlier of the Expiration Date or a Change in Control. The number of Earned PSUs that shall be eligible to vest shall equal the number of Earned PSUs determined in accordance with **Exhibit B**, multiplied by a fraction, (x) the numerator of which is the sum of (A) the number of days Participant was in service from the first day of the Performance Period through the date of Participant's Termination of Service and (B) the number of days in the Retirement Acceleration Period and (y) the denominator of which is the number of days from (and including) the first day of the Performance Period through (and including) the Expiration Date. Any Earned PSUs that do not become vested in accordance with the foregoing automatically will be forfeited and terminated as of the last day of the Performance Period without consideration therefor.

(d) Other Terminations. If Participant experiences a Termination of Service for any reason other those set forth in Sections 2.2(a)-(c), all PSUs (or, to the extent applicable, RSUs) that have not become vested on or prior to the date of such Termination of Service automatically will be forfeited and terminated as of the termination date without consideration therefor.

(e) Release; Restrictive Covenants. The accelerated vesting set forth in Sections 2.2(a)-(c) is subject to and conditioned upon (i) Participant's (or Participant's estate's) execution, delivery and non-revocation of a general release of claims in a form prescribed by the Company within 30 days (or, to the extent required by law, 52 days) following the date of Participant's Termination of Service and (ii) Participant's continued compliance with the Restrictive Covenants.

2.3 Settlement

(a) The PSUs (or, to the extent applicable, RSUs) will be paid in Shares as soon as administratively practicable following the applicable vesting date, but in no event later than March 15 of the year following the year in which such vesting date occurs.

(b) Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)); provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A.

ARTICLE III. TAXATION AND TAX WITHHOLDING

3.1 Representation. Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this award of PSUs (the "Award") and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

3.2 Tax Withholding

(a) Subject to Section 3.2(b), payment of the withholding tax obligations with respect to the Award may be by any of the following, or a combination thereof, as determined by [the Company in its sole discretion / Participant or the Administrator]¹:

(i) Cash or check;

(ii) In whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the tax obligation, valued at their Fair Market Value on the date of delivery; or

(iii) In whole or in part by the Company withholding of Shares otherwise vesting or issuable under this Award in satisfaction of any applicable withholding tax obligations.

(b) Unless [the Company / Participant or the Administrator] otherwise determines, and subject to Section 10.17 of the Plan, payment of the withholding tax obligations with respect to the Award shall be by [delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to satisfy the applicable tax withholding obligations] / [delivery (including electronically or telephonically to the extent permitted by the Company) by Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company that Participant has placed a market sell order with such broker with respect to Shares then-issuable upon settlement of the Award, and that the broker has been directed to deliver promptly to the Company funds sufficient to satisfy the applicable tax withholding obligations; provided, that payment of such proceeds is then made to the Company at such time as may be required by the Administrator]².

(c) Subject to Section 9.5 of the Plan, the applicable tax withholding obligation will be determined based on Participant's Applicable Withholding Rate. Participant's "Applicable Withholding Rate" shall mean (i) if Participant is subject to Section 16 of the Exchange Act, the greater

¹NTD: "Participant or the Administrator" for Section 16 individuals. "The Company" for non-Section 16 individuals.

²NTD: Use second bracketed language for Section 16 individuals.

Exhibit A

of (A) the minimum applicable statutory tax withholding rate or (B) with Participant's consent, the maximum individual tax withholding rate permitted under the rules of the applicable taxing authority for tax withholding attributable to the underlying transaction, or (ii) if Participant is not subject to Section 16 of the Exchange Act, the minimum applicable statutory tax withholding rate or such other higher rate approved by the Company; *provided, however, that (i) in no event shall Participant's Applicable Withholding Rate exceed the maximum individual statutory tax rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to avoid the liability classification of the applicable award under generally accepted accounting principles in the United States of America); and (ii) the number of Shares tendered or withheld, if applicable, shall be rounded up to the nearest whole Share sufficient to cover the applicable tax withholding obligation, to the extent rounding up to the nearest whole Share does not result in the liability classification of the PSUs under generally accepted accounting principles.*

(d) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the PSUs, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the PSUs. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the PSUs or the subsequent sale of Shares. The Company and its Subsidiaries do not commit and are under no obligation to structure the PSUs to reduce or eliminate Participant's tax liability.

ARTICLE IV. OTHER PROVISIONS

4.1 **Adjustments.** Participant acknowledges that the PSUs and the Shares subject to the PSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan. In addition, the [] and Relative TSR performance metrics (each, as defined in **Exhibit B**) are based upon, among other things, (i) certain assumptions about the future business of the Company, (ii) a management model prepared by the Company for the projected business of the Company and its Affiliates and (iii) the continued application of accounting policies used by the Company as of the Grant Date. Accordingly, in the event that, after such date, the Administrator determines that (i) any dividend or other distribution (whether in the form of cash, common stock, other securities, or other property), (ii) any unusual or nonrecurring transactions or events (including the occurrence of a regulatory event) affecting the Company or the financial statements of the Company, (iii) any changes in Applicable Laws, or (iv) any changes in generally accepted accounting principles applicable to, or the accounting policies used by, the Company occur, such that an adjustment is determined by the Administrator to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available with respect to the Award, then the Administrator shall in good faith and in such manner as it may deem equitable, adjust the applicable [] Goal and/or [] Earned Percentage with respect to [] performance and/or the Relative TSR Ranking and/or Relative TSR Modifier with respect to Relative TSR performance, in any case, to reflect the effect or projected effect of such transaction(s) or event(s) on such performance levels.

4.2 Clawback. The Award and the Shares issuable hereunder shall be subject to any clawback or recoupment policy in effect on the Grant Date or as may be adopted or maintained by the Company following the Grant Date, including the Company's Policy for Recovery of Erroneously Awarded Compensation.

4.3 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's General Counsel at the Company's principal office or the General Counsel's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant.

Exhibit A

(or, if Participant is then deceased, to the Designated Beneficiary) at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

4.4 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.5 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.6 Successors and Assigns. The Company may assign any of its rights under this Agreement to a single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in this Agreement or the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.7 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the PSUs will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.8 Entire Agreement; Amendment. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; provided, however, that except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall materially and adversely affect the PSUs without the prior written consent of Participant.

4.9 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.10 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the PSUs, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the PSUs, as and when settled pursuant to the terms of this Agreement.

Exhibit A

4.11 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.12 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

Exhibit B

EARNED PSUS

Exhibit C

PEER GROUP COMPANIES

10

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “**Agreement**”), dated as of May 2, 2024 (the “**Effective Date**”), is entered into by and between Oscar Health, Inc., a Delaware corporation (“**Holdings**”) and Oscar Management Corporation (“**OpCo**” and, together with Holdings, the “**Company**”) and Steven Wolin (the “**Executive**”).

WHEREAS, the Company desires to continue to employ the Executive and the Executive desires to continue to be employed by the Company; and

WHEREAS, the Parties wish for this Agreement to set forth the terms and conditions of such continued employment;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Employment Period. The Executive’s employment hereunder shall be for a period (the “**Employment Period**”) commencing on the Effective Date and continuing until terminated in accordance with the terms of this Agreement.

2. Terms of Employment.

(a) Position and Duties.

(i) **Role and Responsibilities.** During the Employment Period, the Executive shall serve as the Company’s EVP and Chief Operating Officer and shall perform such employment duties as are usual and customary for such position. The Executive shall initially report directly to the Company’s Chief Executive Officer. At the Company’s request, the Executive shall serve the Company and/or its subsidiaries and affiliates in other capacities in addition to the foregoing, consistent with the Executive’s position hereunder, for no additional compensation.

(ii) **Exclusivity.** During the Employment Period, and excluding any periods of leave to which the Executive may be entitled, the Executive agrees to devote the Executive’s full business time and attention to the business and affairs of the Company. Notwithstanding the foregoing, during the Employment Period, it shall not be a violation of this Agreement for the Executive to: (A) serve on boards, committees or similar bodies of charitable or nonprofit organizations, (B) fulfill limited teaching, speaking and writing engagements, and (C) manage the Executive’s personal investments, in each case, so long as such activities do not individually or in the aggregate materially interfere or conflict with the performance of the Executive’s duties and responsibilities under this Agreement; provided, that with respect to the activities in subclauses (A) and/or (B), the Executive receives prior written approval from the Board.

(iii) **Principal Location.** During the Employment Period, the Executive shall perform the services required by this Agreement at the Executive’s home office in Massachusetts (the “**Principal Location**”), provided, however, that the parties acknowledge and agree that the Executive shall be required to travel to other locations as may be necessary to fulfill the Executive’s duties and responsibilities hereunder.

(b) Compensation, Benefits, Etc.

(i) **Base Salary.** During the Employment Period, the Executive shall receive a base salary (the "Base Salary") at the rate of \$600,000 per annum. The Base Salary shall be paid in accordance with the Company's normal payroll practices for executive salaries generally, but no less often than monthly. The Base Salary may be increased in the discretion of the Board or a subcommittee thereof, but not reduced, and the term "Base Salary" as utilized in this Agreement shall refer to the Base Salary as so increased.

(ii) **Annual Cash Bonus.** For each calendar year ending during the Employment Period, the Executive shall be eligible to earn a cash performance bonus (an "Annual Bonus") under the Company's bonus plan or program applicable to senior executives, targeted at 60% of the Executive's Base Salary paid with respect to such year (the "Target Bonus"). The actual amount of any Annual Bonus shall be determined by the Board (or a subcommittee thereof) in its discretion, based on the achievement of individual and/or Company performance goals as determined by the Board (or a subcommittee thereof), and shall be pro-rated for a partial initial year of employment hereunder. The payment of any Annual Bonus, to the extent any Annual Bonus becomes payable, will be made on the date on which annual bonuses are paid generally to the Company's senior executives, but in no event later than March 15th of the calendar year following the calendar year in which such Annual Bonus was earned. Except as provided in Section 4, payment of the Annual Bonus shall be subject to the Executive's continued employment through the payment date.

(iii) **Annual Equity Award(s).** For each calendar year during the Employment Period beginning with calendar year 2024, the Executive shall be eligible to receive an equity-based compensation award(s), as determined by the Board (or a subcommittee thereof) from time to time, with a target value of \$1,620,000. The Board or such subcommittee shall determine in its sole discretion the grant timing, amount, form(s) and mix, and such other terms and conditions (including vesting, exercise and settlement) applicable to any such annual equity-based compensation award, taking into account the Executive's and the Company's performance. Any such award shall be evidenced by a separate award agreement in a form prescribed by the Company, to be entered into by Holdings and the Executive.

(iv) **Benefits.** During the Employment Period, the Executive (and the Executive's spouse and/or eligible dependents to the extent provided in the applicable plans and programs) shall be eligible to participate in the health and welfare benefit plans and programs maintained by the Company for the benefit of its employees from time to time, pursuant to the terms of such plans and programs, on the same terms and conditions as those applicable to similarly situated senior executives. In addition, during the Employment Period, the Executive shall be eligible to participate in any retirement, savings and other employee benefit plans and programs maintained from time to time by the Company for the benefit of its senior executive officers. Nothing contained in this Section 2(b)(v) shall create or be deemed to create any obligation on the part of the Company to adopt or maintain any health, welfare, retirement or other benefit plan or program at any time or to create any limitation on the Company's ability to modify or terminate any such plan or program.

(v) **Expenses.** During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable business expenses incurred by the Executive in connection with the performance of the Executive's duties under this Agreement in accordance with the policies, practices and procedures of the Company provided to employees of the Company.

(vi) **Fringe Benefits.** During the Employment Period, the Executive shall be eligible to receive such fringe benefits and perquisites as are provided by the Company to its employees from time to time, in accordance with the policies, practices and procedures of the Company, and shall receive

such additional fringe benefits and perquisites as the Company may, in its discretion, from time-to-time provide to its senior executive officers.

(vii) **Vacation.** During the Employment Period, the Executive shall be entitled to paid vacation in accordance with the plans, policies, programs and practices of the Company applicable to its employees, as in effect from time to time.

3. **Termination of Employment.**

(a) **Death or Disability.** The Executive's employment shall terminate automatically upon the Executive's death during the Employment Period. Either the Company or the Executive may terminate the Executive's employment in the event of the Executive's Disability during the Employment Period.

(b) **Termination by the Company.** The Company may terminate the Executive's employment at any time during the Employment Period for Cause or without Cause.

(c) **Termination by the Executive.** The Executive may terminate the Executive's employment at any time during the Employment Period with Good Reason or without Good Reason.

(d) **Notice of Termination.** Any termination of employment (other than due to the Executive's death), shall be communicated by a Notice of Termination to the other parties hereto given in accordance with Section 12(b) hereof. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(e) **Termination of Offices and Directorships; Return of Property.** Upon termination of the Executive's employment for any reason, unless otherwise specified in a written agreement between the Executive and the Company, the Executive shall be deemed to have resigned from all offices, directorships, and other employment positions if any, then held with the Company, and shall take all actions reasonably requested by the Company to effectuate the foregoing. In addition, upon the termination of the Executive's employment for any reason, the Executive agrees to return to the Company all documents of the Company and its affiliates (and all copies thereof) and all other Company or Company affiliate property that the Executive has in the Executive's possession, custody or control. Such property includes, without limitation: (i) any materials of any kind that the Executive knows contain or embody any proprietary or confidential information of the Company or an affiliate of the Company (and all reproductions thereof), (ii) computers (including, but not limited to, laptop computers, desktop computers and similar devices) and other portable electronic devices (including, but not limited to, tablet computers), cellular phones/smartphones, credit cards, phone cards, entry cards, identification badges and

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keys, and (iii) any correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents concerning the customers, business plans, marketing strategies, products and/or processes of the Company or any of its affiliates and any information received from the Company or any of its affiliates regarding third parties.

4. **Obligations of the Company upon Termination.**

(a) **Accrued Obligations.** In the event that the Executive's employment under this Agreement terminates during the Employment Period for any reason, the Company will pay or provide to the Executive: (i) any earned but unpaid Base Salary and accrued vacation time, (ii) reimbursement of any business expenses incurred by the Executive prior to the Date of Termination that are reimbursable in accordance with Section 2(b)(v) hereof, (iii) payment of any earned but unpaid Annual Bonus for any calendar year completed prior to the Date of Termination and (iv) any vested amounts due to the Executive under any plan, program or policy of the Company (together, the "**Accrued Obligations**"); provided, however, that if the Executive's employment hereunder is terminated (X) by the Company for Cause or (Y) by the Executive without Good Reason and not for death or Disability, then Executive shall not be eligible to receive payment of any earned but unpaid Annual Bonus for any calendar year completed prior to the Date of Termination. The Accrued Obligations described in clauses (i) – (ii) of the preceding sentence shall be paid within 30 days after the Date of Termination (or such earlier date as may be required by applicable law), the Accrued Obligations described in clause (iii) of the preceding sentence shall be paid in the ordinary course pursuant to Section 2(b)(ii) (i.e., on the date on which annual bonuses are paid to the Company's senior executives generally for such calendar year) and the Accrued Obligations described in clause (iv) of the preceding sentence shall be paid in accordance with the terms of the governing plan or program.

(b) **Qualifying Termination.** Subject to Sections 4(c), 4(e) and 12(d), and the Executive's continued compliance with the obligations described in Section 7 hereof, if the Executive's employment with the Company is terminated during the Employment Period due to a Qualifying Termination, then in addition to

the Accrued Obligations:

(i) **Cash Severance.** The Company shall pay the Executive an amount equal to 1.0 times the sum of the Executive's Base Salary (at the highest rate in effect at any time in the six months prior to the Date of Termination) and the Target Bonus for the calendar year in which the Date of Termination occurs (the "**Severance**"). The Severance shall be paid in substantially equal installments in accordance with the Company's normal payroll practices over the twelve-month period following the Date of Termination, but shall commence on the first normal payroll date following the effective date of the Release (as defined below), and amounts otherwise payable prior to such first payroll date shall be paid on such date without interest thereon.

(ii) **Pro-Rated Bonus.** The Company shall pay the Executive, in a single lump sum cash payment on the 60th day following the Date of Termination, an amount equal to a pro rata portion of the Executive's Target Bonus for the partial calendar year in which the Date of Termination occurs (prorated based on the number of days in the calendar year in which the Date of Termination occurs, through the Date of Termination).

(iii) **COBRA.** Subject to the Executive's valid election to continue healthcare coverage under Section 4980B of the Code, the Company shall continue to provide, during the COBRA Period, the Executive and the Executive's eligible dependents with coverage

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under its group health plans at the same levels and the same cost to the Executive as would have applied if the Executive's employment had not been terminated based on the Executive's elections in effect on the Date of Termination, provided however, that (A) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A under Treasury Regulation Section 1.409A-1(a)(5), or (B) the Company is otherwise unable to continue to cover the Executive under its group health plans without incurring penalties (including without limitation, pursuant to Section 2716 of the Public Health Service Act or the Patient Protection and Affordable Care Act), then, in either case, an amount equal to each remaining Company subsidy shall thereafter be paid to the Executive in substantially equal monthly installments over the continuation coverage period (or the remaining portion thereof). For purposes of this Agreement, "**COBRA Period**" shall mean the period beginning on the Date of Termination and ending on the first anniversary thereof.

(iv) **Equity Award Treatment.** All outstanding Holdings equity awards that vest solely on the passage of time that are held by the Executive on the Date of Termination (the "**Time-Vesting Awards**") shall vest and, to the extent applicable, become exercisable, on an accelerated basis as of the Date of Termination with respect to the number of shares underlying such award that would have vested (and become exercisable, if applicable) had the Executive remained in continuous service beyond the Date of Termination for twelve additional months. Notwithstanding the foregoing, in the event that the Qualifying Termination occurs on or within 12 months following a Change in Control, then all Time-Vesting Awards shall become fully vested and, to the extent applicable, exercisable.

(c) **Release.** Notwithstanding the foregoing, it shall be a condition to the Executive's right to receive the amounts provided for in Section 4(b) hereof that the Executive execute and deliver to the Company (and, as applicable, not revoke) an effective release of claims in substantially the form attached hereto as Exhibit A (the "**Release**") (the date such Release becomes effective and irrevocable herein referred to as the "**Release Effective Date**"). For the avoidance of doubt, all equity awards eligible for accelerated vesting pursuant to Section 4(b) hereof shall remain outstanding and eligible to vest following the Date of Termination and shall actually vest and become exercisable (if applicable) and non-forfeitable upon the Release Effective Date.

(d) **Other Terminations.** If the Executive's employment is terminated for any reason not described in Section 4(b) hereof, the Company will pay the Executive only the Accrued Obligations.

(e) **Six-Month Delay.** Notwithstanding anything to the contrary in this Agreement, no compensation or benefits, including without limitation any severance payments or benefits payable under this Section 4, shall be paid to the Executive during the six-month period following the Executive's Separation from Service if the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first day of the seventh month following the date of Separation from Service (or such earlier date upon which such amount can be paid under Section 409A without resulting in a prohibited distribution, including as a result of the Executive's death), the Company shall pay the Executive a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Executive during such period.

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(f) **Exclusive Benefits.** Except as expressly provided in this Section 4 and subject to Section 5 hereof, the Executive shall not be entitled to any additional payments or benefits upon or in connection with the Executive's termination of employment.

5. **Non-Exclusivity of Rights.** Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice or program or any contract or agreement with the Company at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement.

6. **Excess Parachute Payments; Limitation on Payments.**

(a) **Best Pay Cap.** Notwithstanding any other provision of this Agreement, in the event that any payment or benefit received or to be received by the Executive (including any payment or benefit received in connection with a termination of the Executive's employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement) (all such payments and benefits, including the payments and benefits under Section 4 hereof, being hereinafter referred to as the "**Total Payments**") would be subject (in whole or part), to the excise tax imposed under Section 4999 of the Code (the "**Excise Tax**"), then, the Total Payments shall be reduced, to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments). If the Total Payments are so reduced, the Company shall reduce or eliminate the Total Payments (A) by first reducing or eliminating the portion of the Total Payments which are not payable in cash (other than that portion of the Total Payments subject to clause (C) hereof), (B) then by reducing or eliminating cash payments (other than that portion of the Total Payments subject to clause (C) hereof) and (C) then by reducing or eliminating the portion of the Total Payments (whether payable in cash or not payable in cash) to which Treasury Regulation § 1.280G-1 Q/A 24(c) (or successor thereto) applies, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time.

(b) **Certain Exclusions.** For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which the Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code shall be taken into account; (ii) no portion of the Total Payments shall be taken into account which, in the written opinion of an independent, nationally recognized accounting firm (the "**Independent Advisors**") selected by the Company, does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which, in the opinion of Independent Advisors, constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation; and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Independent Advisors in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

7. **Restrictive Covenants.**

(a) The Executive hereby acknowledges that the Executive has entered into that certain Employee Inventions and Proprietary Information Agreement with the Company, effective as of April 6, 2020 (the "**PIIA**"), and that the Executive is and shall continue to be bound by the terms and conditions of the PIIA, and that such agreement shall be additional to, and not in limitation of, the covenants contained in any other written agreement between the Company and the Executive.

(b) Notwithstanding anything in this Agreement or the PIIA to the contrary, nothing contained in this Agreement shall prohibit either party (or either party's attorney(s)) from (i) filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Equal Employment Opportunity Commission, the National

Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice or any other securities regulatory agency, self-regulatory authority or federal, state or local regulatory authority (collectively, "**Government Agencies**"), or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation, (ii) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to any Government Agencies for the purpose of reporting or investigating a suspected violation of law, or from providing such information to such party's attorney(s) or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding, and/or (iii) receiving an award for information provided to any Government Agency. Pursuant to 18 USC Section 1833(b), (1) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (2) the Executive acknowledges that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Further, nothing in this Agreement is intended to or shall preclude either party from providing truthful testimony in response to a valid subpoena, court order, regulatory request or other judicial, administrative or legal process or otherwise as required by law. If the Executive is required to provide testimony, then unless otherwise directed or requested by a Government Agency or law enforcement, the Executive shall notify the Company as soon as reasonably practicable after receiving any such request of the anticipated testimony.

8. **Representations.** The Executive hereby represents and warrants to the Company that (a) the Executive is entering into this Agreement voluntarily and that the performance of the Executive's obligations hereunder will not violate any agreement between the Executive and any other person, firm, organization or other entity, or any policy, program or code of such other person, firm, organization or other entity person, and (b) the Executive is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by the Executive's entering into this Agreement and/or providing services to the Company pursuant to the terms of this Agreement.

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9. **Successors.**

(a) This Agreement is personal to the Executive and, without the prior written consent of the Company, shall not be assignable by the Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its respective successors and assigns.

10. **Certain Definitions.**

(a) "**Board**" means the Board of Directors of Holdings.

(b) "**Cause**" means the occurrence of any one or more of the following events:

(i) the Executive's willful failure to substantially perform the Executive's duties with the Company (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such actual or anticipated failure after the Executive's issuance of a Notice of Termination for Good Reason), including the Executive's failure to follow any lawful directive from the Company within the reasonable scope of the Executive's duties and the Executive's failure to correct the same (if capable of correction, as determined by the Company), within 30 days after a written notice is delivered to the Executive, which demand specifically identifies the manner in which the Company believes that the Executive has not performed the Executive's duties. For the avoidance of doubt, the Executive's failure to satisfy any specific performance goal or metric or the Company's failure to attain any specific level of financial performance shall not constitute a failure to perform for purposes of this clause (i);

(ii) the Executive's commission of, indictment for or entry of a plea of guilty or *nolo contendere* to a felony crime (excluding vehicular crimes) or a crime of moral turpitude;

(iii) the Executive's material breach of any material obligation under any written agreement with the Company or its affiliates or under any applicable policy of the Company or its affiliates that have been provided to or made available to the Executive (including any code of conduct or harassment policies), and the Executive's failure to correct the same (if capable of correction, as determined by the Company), within 30 days after a written notice is delivered to the Executive, which demand specifically identifies the manner in which the Company believes that the Executive has materially breached such agreement;

(iv) any act of fraud, embezzlement, theft or misappropriation from the Company or its affiliates by the Executive; or

(v) the Executive's willful misconduct or gross negligence with respect to any material aspect of the Company's business or a material breach by the Executive of the Executive's fiduciary duty to the Company or its affiliates, which willful misconduct, gross negligence or material breach has a material and demonstrable adverse effect on the Company or its subsidiaries.

(c) "**Change in Control**" has the meaning set forth in the Company's 2021 Incentive Award Plan.

(d) "**Code**" means the Internal Revenue Code of 1986, as amended and the regulations thereunder.

(e) "**Date of Termination**" means the date on which the Executive's employment with the Company terminates.

(f) "**Disability**" means that the Executive has become entitled to receive benefits under an applicable Company long-term disability plan or, if no such plan covers the Executive, the Executive's inability, due to physical or mental illness, to perform the essential functions of the Executive's job, with or without a reasonable accommodation for 180 consecutive days.

(g) "**Good Reason**" means the occurrence of any one or more of the following events without the Executive's prior written consent, unless the Company fully corrects the circumstances constituting Good Reason (provided such circumstances are capable of correction) as provided below:

- (i) a material diminution in the Executive's Base Salary or Target Bonus, other than as part of an across-the-board reduction applicable to the Company's senior executives, and further excluding any voluntary reductions in Base Salary and/or Target Bonus;
- (ii) a change in the geographic location of the Principal Location by more than 35 miles from its existing location by action of the Company;
- (iii) a material diminution in the Executive's title, authority or duties, as contemplated by this Agreement, excluding for this purpose any isolated, insubstantial or inadvertent actions not taken in bad faith and which are remedied by the Company promptly after receipt of notice thereof given by the Executive; or
- (iv) the Company's material breach of this Agreement.

(v) Notwithstanding the foregoing, the Executive will not be deemed to have resigned for Good Reason unless (1) the Executive provides the Company with written notice setting forth in reasonable detail the facts and circumstances claimed by the Executive to constitute Good Reason within 45 days after the date of the occurrence of any event that the Executive knows or should reasonably have known to constitute Good Reason, (2) the Company fails to cure such acts or omissions within 30 days following its receipt of such notice, and (3) the effective date of the Executive's termination for Good Reason occurs no later than 60 days after the expiration of the Company's cure period.

(h) "**Notice of Termination**" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) if the Date of Termination is other than the date of such notice, specifies the termination date (which date shall be not more than 30 days after the giving of such notice unless as otherwise provided upon a termination for Good Reason).

(i) **"Qualifying Termination"** means a termination of the Executive's employment (i) by the Company without Cause (other than by reason of the Executive's death or Disability) or (ii) by the Executive for Good Reason.

(j) **"Section 409A"** means Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder.

(k) **"Separation from Service"** means a "separation from service" (within the meaning of Section 409A).

11. Indemnification. The Company shall indemnify the Executive to the fullest extent permitted by applicable law in the event that the Executive was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that the Executive is or was a director, officer, employee or agent of the Company or any of its affiliates, whether or not the claim is asserted during the Employment Period. The Executive shall be covered under any directors' and officers' insurance that the Company maintains for its directors and other officers in the same manner and on the same basis as the Company's directors and other officers.

12. Miscellaneous.

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

(b) **Notices.** All notices and other communications hereunder shall be in writing and shall be effective (i) when delivered in person or (ii) two business days after sent via email or United States mail, postage prepaid, addressed as follows:

If to the Executive: at the Executive's most recent physical address or personal email address on the records of the Company.

If to the Company:

Oscar Health, Inc.

75 Varick Street, 5th Floor

New York, NY 10013

Attention: General Counsel

Email: corporate@hioscar.com or to such other address as either party shall have furnished to the other in writing in accordance herewith.

(c) **Sarbanes-Oxley Act of 2002.** Notwithstanding anything herein to the contrary, if the Company determines, in its good faith judgment, that any transfer or deemed transfer of funds hereunder is likely to be construed as a personal loan prohibited by Section 13(k) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "**Exchange Act**"), then such transfer or deemed transfer shall not be made to the extent necessary or appropriate so as not to violate the Exchange Act and the rules and regulations promulgated thereunder.

(d) Section 409A of the Code.

(i) To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A. Notwithstanding any provision of this Agreement to the contrary, if the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company shall work in good faith with the Executive to adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are necessary or appropriate to avoid the imposition of taxes under Section 409A, including without limitation, actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (ii) comply with the requirements of Section 409A; provided, however, that this Section 12(d) shall not create an obligation on the part of the Company to adopt any such amendment, policy or procedure or take any such other action, nor shall the Company have any liability for failing to do so.

(ii) Any right to a series of installment payments pursuant to this Agreement is to be treated as a right to a series of separate payments. To the extent permitted under Section 409A, any separate payment or benefit under this Agreement or otherwise shall not be deemed "nonqualified deferred compensation" subject to Section 409A to the extent provided in the exceptions in Treasury Regulation Section 1.409A-1(b)(4), Section 1.409A-1(b)(9) or any other applicable exception or provision of Section 409A. Any payments subject to Section 409A that are subject to execution of a waiver and release which may be executed and/or revoked in a calendar year following the calendar year in which the payment event (such as termination of employment) occurs shall commence payment only in the calendar year in which the consideration period or, if applicable, release revocation period ends, as necessary to

comply with Section 409A. All payments of nonqualified deferred compensation subject to Section 409A to be made upon a termination of employment under this Agreement may only be made upon the Executive's Separation from Service.

(iii) To the extent that any payments or reimbursements provided to the Executive under this Agreement are deemed to constitute compensation to the Executive to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, such amounts shall be paid or reimbursed reasonably promptly, but not later than December 31 of the year following the year in which the expense was incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and the Executive's right to such payments or reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

(e) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(f) **Withholding.** The Company may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(g) **No Waiver.** The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate

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employment for Good Reason pursuant to Section 3(c) hereof, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(h) **Entire Agreement.** This Agreement (including the PIIA), constitutes the final, complete and exclusive agreement between the Executive and the Company with respect to the subject matter hereof and replaces and supersedes any and all other agreements, offers or promises, whether oral or written, by any member of the Company and its subsidiaries or affiliates, or representative thereof. Notwithstanding anything herein to the contrary, this Agreement and the obligations and commitments hereunder shall neither commence nor be of any force or effect prior to the Effective Date.

(i) **Arbitration.**

(i) Any controversy or dispute that establishes a legal or equitable cause of action ("Arbitration Claim") between any two or more Persons Subject to Arbitration (as defined below), including any controversy or dispute, whether based on contract, common law, or federal, state or local statute or regulation, arising out of, or relating to the Executive's service or the termination thereof, shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute in accordance with the rules of JAMS pursuant to its Employment Arbitration Rules and Procedures, which are available at <http://www.jamsadr.com/rules-employment-arbitration/>, and the Company will provide a copy upon the Executive's request. Notwithstanding the foregoing, this Agreement shall not require any Person Subject to Arbitration to arbitrate pursuant to this Agreement any claims: (A) under a Company benefit plan subject to the Employee Retirement Income Security Act, as amended; or (B) as to which applicable law not preempted by the Federal Arbitration Act prohibits resolution by binding arbitration. Either party may seek provisional non-monetary remedies in a court of competent jurisdiction to the extent that such remedies are not available or not available in a timely fashion through arbitration. It is the parties' intent that issues of arbitrability of any dispute shall be decided by the arbitrator.

(ii) "**Persons Subject to Arbitration**" means, individually and collectively, (A) the Executive, (B) any person in privity with or claiming through, on behalf of or in the right of the Executive, (C) the Company, (D) any past, present or future affiliate, employee, officer, director or agent of the Company, and/or (E) any person or entity alleged to be acting in concert with or to be jointly liable with any of the foregoing.

(iii) The arbitration shall take place before a single neutral arbitrator at the JAMS office in New York, New York. Such arbitrator shall be provided through JAMS by mutual agreement of the parties to the arbitration; provided that, absent such agreement, the arbitrator shall be selected in accordance with the rules of JAMS then in effect. The arbitrator shall permit reasonable discovery. The award or decision of the arbitrator shall be rendered in writing; shall be final and binding on the parties; and may be enforced by judgment or order of a court of competent jurisdiction.

(iv) THE EXECUTIVE AND THE COMPANY UNDERSTAND THAT BY AGREEING TO ARBITRATE ANY ARBITRATION CLAIM, THEY WILL NOT HAVE THE RIGHT TO HAVE ANY ARBITRATION CLAIM DECIDED BY A JURY OR A COURT, BUT SHALL INSTEAD HAVE ANY ARBITRATION CLAIM DECIDED THROUGH ARBITRATION.

(v) THE EXECUTIVE AND THE COMPANY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO BRING CLAIMS COVERED BY THIS AGREEMENT OTHER THAN IN THEIR INDIVIDUAL CAPACITIES. EXCEPT AS MAY BE PROHIBITED BY LAW, THIS WAIVER INCLUDES THE ABILITY TO ASSERT CLAIMS AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

(vi) This Section 12(i) shall be interpreted to conform to any applicable law concerning the terms and enforcement of agreements to arbitrate service disputes. To the extent any terms or conditions of this Section 12(i) would preclude its enforcement, such terms shall be severed or interpreted in a manner to allow for the enforcement of this Section 12(i). To the extent applicable law imposes additional requirements to allow enforcement of this Section 12(i), this Agreement shall be interpreted to include such terms or conditions.

(j) Amendment; Survival. No amendment or other modification of this Agreement shall be effective unless made in writing and signed by the parties hereto. The respective rights and obligations of the parties under this Agreement shall survive the Executive's termination of employment and the termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

(k) Counterparts. This Agreement and any agreement referenced herein may be executed in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from the Board, each of Holdings and OpCo has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

OSCAR HEALTH, INC.

By:/s/ Mark Bertolini
Name: Mark Bertolini
Title: Chief Executive Officer

OSCAR MANAGEMENT CORPORATION

By:/s/ Mark Bertolini
Name: Mark Bertolini
Title: Chief Executive Officer

EXECUTIVE

Attachment:

Exhibit A: General Release

EXHIBIT A
GENERAL RELEASE

1. **Release** For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, on the undersigned's own behalf and on behalf of the undersigned's spouse, domestic partner, children, agents, heirs, executors, administrators, beneficiaries, trustees, legal representatives, and assigns, does hereby release and forever discharge the "**Releasees**" hereunder, consisting of Oscar Health, Inc., a Delaware corporation ("**Holdings**") and Oscar Management Corporation (together with Holdings, the "**Company**"), and the Company's partners, subsidiaries, associates, affiliates, predecessors, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, shareholders, employee benefit plans, administrators, fiduciaries, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys' fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "**Claims**"), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the employment or termination of employment of the undersigned by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasees' right to terminate the employment of the undersigned; and any alleged violation of any federal, state or local laws or regulations including, without limitation, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act (as amended by the Older Workers Benefit Protection Act) (the "**ADEA**"), the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Health and Safety Act, the New York State Human Rights Law, the New York City Human Rights Law, the New York State Whistleblower Statute, and/or the New York Labor Law, and any and all laws or regulations prohibiting employment discrimination, harassment, or retaliation.

2. **Claims Not Released.** Notwithstanding the foregoing, this general release (the "**Release**") shall not operate to release any rights or claims of the undersigned (i) to payments or benefits under Section 4(b) of that certain Employment Agreement, dated as of May 2, 2024, between the Company and the undersigned (the "**Employment Agreement**"), with respect to the payments and benefits provided in exchange for this Release, (ii) to payments or benefits under any equity award agreement between the undersigned and Holdings or as a holder of any securities of Holdings, (iii) with respect to Section 4(a) of the Employment Agreement, (iv) to accrued or vested benefits the undersigned may have, if any, as of the date hereof under any applicable plan, policy, practice, program, contract or agreement with the Company, (v) to any Claims, including claims for indemnification and/or advancement of expenses arising under any indemnification agreement between the undersigned and the Company or under the bylaws, certificate of incorporation or other similar governing document of the Company, (vi) to any Claims which cannot be waived by an employee under applicable law or (vii) with respect to the undersigned's right to communicate directly with, cooperate with, or provide information to, any federal, state or local government regulator. In addition, nothing in this Release prevents the undersigned from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct the undersigned has reason to believe is unlawful.

3. **Exceptions.** Notwithstanding anything in this Release to the contrary, nothing contained in this Release shall prohibit the undersigned from (i) filing a charge with, reporting possible violations of

federal law or regulation to, participating in any investigation by, or cooperating with any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation and/or (ii) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to the undersigned's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding. Pursuant to 18 USC Section 1833(b), (1) the undersigned will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (2) the undersigned acknowledges that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

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

5. No Action. The undersigned agrees that if the undersigned hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned agrees to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit or Claim. Notwithstanding the foregoing, this provision shall not apply to any suit or Claim to the extent it challenges the effectiveness of this release with respect to a claim under the ADEA.

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

7. OWBPA. The undersigned agrees and acknowledges that this Release constitutes a knowing and voluntary waiver and release of all Claims the undersigned has or may have against the Company and/or any of the Releasees as set forth herein, including, but not limited to, all Claims arising under the Older Workers Benefit Protection Act and the ADEA. In accordance with the Older Workers Benefit Protection Act, the undersigned is hereby advised as follows:

(i) the undersigned has read the terms of this Release, and understands its terms and effects, including the fact that the undersigned agreed to release and forever discharge the Company and each of the Releasees, from any Claims released in this Release;

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(ii) the undersigned understands that, by entering into this Release, the undersigned does not waive any Claims that may arise after the date of the undersigned's execution of this Release, including without limitation any rights or claims that the undersigned may have to secure enforcement of the terms and conditions of this Release;

(iii) the undersigned has signed this Release voluntarily and knowingly in exchange for the consideration described in this Release, which the undersigned acknowledges is adequate and satisfactory to the undersigned and which the undersigned acknowledges is in addition to any other benefits to which the undersigned is otherwise entitled;

(iv) the Company hereby advises the undersigned to consult with an attorney prior to executing this Release;

(v) the undersigned has been given at least [21]¹ days in which to review and consider this Release. To the extent that the undersigned chooses to sign this Release prior to the expiration of such period, the undersigned acknowledges that the undersigned has done so voluntarily, had sufficient time to consider the Release, to consult with counsel and that the undersigned does not desire additional time and hereby waives the remainder of the [21]-day period; and

(vi) the undersigned may revoke this Release within seven days from the date the undersigned signs this Release and this Release will become effective upon the expiration of such seven-day period if the undersigned has not revoked this Release during such seven-day period. If the undersigned revokes this Release during such seven-day period, this Release will be null and void and of no force or effect on either the Company or the undersigned and the undersigned will not be entitled to any of the payments or benefits which are expressly conditioned upon the execution and non-revocation of this Release. Any revocation must be in writing and sent to [name], via electronic mail at [email address], on or before [5:00 p.m. Eastern time] on the seventh day after this Release is executed by the undersigned.

8. **Acknowledgement.** The undersigned acknowledges that different or additional facts may be discovered in addition to what is now known or believed to be true by the undersigned with respect to the matters released in this Release, and the undersigned agrees that this Release shall be and remain in effect in all respects as a complete and final release of the matters released, notwithstanding any different or additional facts.

9. **Governing Law.** This Release is deemed made and entered into in the State of New York, and in all respects shall be interpreted, enforced and governed under the internal laws of the State of New York, to the extent not preempted by federal law.

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

Steven Wolin

¹ NTD: Use 45 days in a group termination, and include information regarding terminated positions.

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Exhibit 31.1

CERTIFICATION

I, Mark T. Bertolini, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Oscar Health, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

- (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
- (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **May 7, 2024** August 7, 2024

By:

/s/ Mark T. Bertolini

Mark T. Bertolini

Chief Executive Officer

(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, R. Scott Blackley, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Oscar Health, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **May 7, 2024** **August 7, 2024**

By: _____

/s/ R. Scott Blackley

R. Scott Blackley

Chief Financial Officer

(Principal Financial Officer)

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Oscar Health, Inc. (the "Company") for the period ended **March 31, 2024** **June 30, 2024** as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: **May 7, 2024** **August 7, 2024**

By: _____

/s/ Mark T. Bertolini

Mark T. Bertolini

Chief Executive Officer

(Principal Executive Officer)

Exhibit 32.2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Oscar Health, Inc. (the "Company") for the period ended **March 31, 2024** **June 30, 2024** as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: **May 7, 2024** **August 7, 2024**

By: _____

/s/ R. Scott Blackley

R. Scott Blackley

Chief Financial Officer

(Principal Financial Officer)

DISCLAIMER

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