
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 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: **001-39390**



GoHealth, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

85-0563805

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

222 W Merchandise Mart Plaza, Suite 1750

Chicago, Illinois

(Address of principal executive offices)

60654

(Zip Code)

(312) 386-8200

(Registrant's telephone number, including area code)

N/A

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

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

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

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

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

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

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

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

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

As of May 1, 2024, the registrant had 9,946,669 shares of Class A common stock, \$0.0001 par value per share, outstanding and 12,781,528 shares of Class B common stock, \$0.0001 par value per share, outstanding.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of 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"). These forward-looking statements are made in reliance upon the safe harbor provision of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q may be forward-looking statements. Statements regarding our future results of operations and financial position, business strategy and plans and objectives of management for future operations, including, among others, statements regarding our expected growth, future capital expenditures and debt service obligations, are forward-looking statements.

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

These forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q and are subject to a number of important factors that could cause actual results to differ materially from those in the forward-looking statements, including the factors described in the sections titled "Summary Risk Factors," "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 ("2023 Annual Report on Form 10-K") and in our other filings with the Securities and Exchange Commission.

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

CERTAIN DEFINITIONS

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

- "We," "us," "our," the "Company," "GoHealth" and similar references refer to GoHealth, Inc., and unless otherwise stated, all of its direct and indirect subsidiaries, including GoHealth Holdings, LLC ("GHH, LLC").
- "Blocker Company" refers to an entity affiliated with Centerbridge that was an indirect owner of LLC Interests in GHH, LLC prior to the Transactions and is taxable as a corporation for U.S. federal income tax purposes.
- "Blocker Shareholders" refer to entities affiliated with Centerbridge, the owners of the Blocker Company prior to the Transactions, who exchanged their interests in the Blocker Company for shares of our Class A common stock and cash in connection with the consummation of the Transactions.
- "Centerbridge" refers to certain investment funds and other entities affiliated with CCP III Cayman GP Ltd., a Cayman Islands exempted company over which CCP III Cayman GP Ltd. has voting control (including any such fund or entity formed to hold shares of Class A common stock for the Blocker Shareholders).
- "Continuing Equity Owners" refer collectively to direct or indirect holders of LLC Interests and our Class B common stock immediately following consummation of the Transactions, including Centerbridge, NVX Holdings, our Founders, the Former Profits Unit Holders and certain executive officers, employees and other minority investors and their respective permitted transferees who may, following the consummation of our IPO, exchange at each of their respective options (subject in certain circumstances to time-based vesting requirements and certain other restrictions), in whole or in part from time to time, their LLC Interests (along with an equal number of shares of Class B common stock (and such shares shall be immediately cancelled)) for, at our election (determined solely by our independent directors (within the meaning of the listing rules of The Nasdaq Global Market (the "Nasdaq Rules") who are disinterested)), cash or newly-issued shares of our Class A common stock.
- "Founders" refer to Brandon M. Cruz, our Co-Founder and Co-Chairman of the Board of Directors and Clinton P. Jones, our Co-Founder and Co-Chairman of the Board of Directors.
- "Former Profits Unit Holders" refers collectively to certain of our directors and certain current and former officers and employees, in each case, who directly or indirectly held existing vested and unvested profits units, which were

comprised of profits units that have time-based vesting conditions and profits units that have performance-based vesting conditions, of GHH, LLC pursuant to GHH, LLC's existing profits unit plan and who received LLC Interests in exchange for their profits units in connection with the Transactions. LLC Interests received in exchange for unvested profits units remain subject to their existing time-based vesting requirements. Profits units with performance-based vesting conditions fully vested as such conditions were met in connection with our IPO.

- "*GHH, LLC Agreement*" refers to GHH, LLC's amended and restated limited liability company agreement, as further amended, which became effective substantially concurrently with or prior to the consummation of our IPO.
- "*LLC Interests*" refer to the common units of GHH, LLC, including those that we purchased with a portion of the net proceeds from our IPO.
- "*Norvax*" refers to Norvax, LLC, a Delaware limited liability company and a subsidiary of GHH, LLC.
- "*NVX Holdings*" refers to NVX Holdings, Inc., a Delaware corporation that is controlled by the Founders.
- "*Transactions*" refer to our IPO and certain organizational transactions that were effected in connection with our IPO, and the application of the net proceeds therefrom.

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

KEY TERMS AND PERFORMANCE INDICATORS; NON-GAAP FINANCIAL MEASURES

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

- "*Adjusted EBITDA*" represents, as applicable for the period, EBITDA as further adjusted for certain items discussed in Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations."
- "*Adjusted EBITDA Margin*" refers to Adjusted EBITDA divided by net revenues.
- "*Adjusted Gross Margin per Submission*" refers to Sales per Submission less Cost per Submission.
- "*Cash Adjusted EBITDA*" refers to Adjusted EBITDA plus a decrease or less an increase in the period over period change in net contract assets.
- "*Cost of Submission*" refers to the aggregate cost to convert prospects into Submissions during a particular period. Cost of Submission is comprised of revenue share, marketing and advertising expenses and consumer care and enrollment expenses, excluding share-based compensation expense, the impact of revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods and such expenses related to Non-Encompass BPO Services.
- "*Cost per Submission*" refers to (x) the aggregate cost to convert prospects into Submissions for a particular period (comprised of revenue share, marketing and advertising expenses and consumer care and enrollment expenses, excluding share-based compensation expense and such expenses related to Non-Encompass BPO Services) divided by (y) number of Submissions for such period.
- "*EBITDA*" represents net income (loss) before interest expense, income tax expense (benefit) and depreciation and amortization expense.
- "*LTV*" refers to the Lifetime Value of Commissions, which we define as aggregate commissions estimated to be collected over the estimated life of all commissionable Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, health plan partner mix and expected policy persistency with applied constraints.
- "*Non-Encompass BPO Services*" refer to programs in which GoHealth-employed agents are dedicated to certain health plans and agencies we partner with outside of the Encompass operating model.
- "*Sales per Submission*" refers to (x) the sum of (i) aggregate commissions estimated to be collected over the estimated life of all commissionable Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, health plan partner mix and expected policy persistency with applied constraints, excluding revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods,

(ii) non-agency revenue, and (iii) partner marketing and other revenue, divided by (y) the number of Submissions for such period.

- “*Sales/Cost of Submission*” refers to (x) the sum of (i) aggregate commissions estimated to be collected over the estimated life of all commissionable Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, health plan partner mix and expected policy persistency with applied constraints, excluding revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, (ii) non-agency revenue and (iii) partner marketing and other revenue, divided by (y) the aggregate cost to convert prospects into Submissions (comprised of revenue share, marketing and advertising expenses and consumer care and enrollment expenses, excluding share-based compensation expense) for such period. Sales and Cost of Submission exclude amounts related to Non-Encompass BPO Services.
- “*Submission*” refers to either (i) a completed application with our licensed agent that is submitted to the health plan partner and subsequently approved by the health plan partner during the indicated period, excluding applications through our Non-Encompass BPO Services or (ii) a transfer by our agent to the health plan partner through the Encompass operating model during the indicated period.

We use supplemental measures of our performance that are derived from our consolidated financial information, but which are not presented in our Condensed Consolidated Financial Statements prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). These non-GAAP financial measures include EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin. Adjusted EBITDA is the primary financial performance measure used by management to evaluate the business and monitor the results of operations. Sales per Submission, Cost per Submission and Adjusted Gross Margin per Submission are also presented on a non-GAAP basis and are key operating metrics used by management to understand the Company’s underlying financial performance and trends.

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

The non-GAAP financial measures are not meant to be considered as indicators of performance in isolation from or as a substitute for the most directly comparable financial measures prepared in accordance with GAAP and should be read only in conjunction with financial information presented on a GAAP basis. Reconciliations of each of EBITDA, Adjusted EBITDA, Sales per Submission, Cost per Submission and Adjusted Gross Margin per Submission to its most directly comparable GAAP financial measure are presented in the tables within Item 2. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of this Quarterly Report on Form 10-Q. We encourage you to review the reconciliations in conjunction with the presentation of the non-GAAP financial measures for each of the periods presented. In future periods, we may exclude similar items, may incur income and expenses similar to these excluded items and may include other expenses, costs and non-routine items.

ITEM 1. FINANCIAL STATEMENTS.

CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

GOHEALTH, INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(in thousands, except per share amounts, unaudited)

	Three months ended Mar. 31,	
	2024	2023
Net revenues	185,600	183,158
Operating expenses:		
Revenue share	38,013	45,462
Marketing and advertising	52,775	45,743
Consumer care and enrollment	47,861	42,027
Technology	10,550	9,543
General and administrative	16,919	22,618
Amortization of intangible assets	23,514	23,514
Total operating expenses	189,632	188,907
Income (loss) from operations	(4,032)	(5,749)
Interest expense	17,951	16,891
Other (income) expense, net	(566)	(53)
Income (loss) before income taxes	(21,417)	(22,587)
Income tax (benefit) expense	(71)	(44)
Net income (loss)	(21,346)	(22,543)
Net income (loss) attributable to non-controlling interests	(12,130)	(13,364)
Net income (loss) attributable to GoHealth, Inc.	\$ (9,216)	\$ (9,179)
Net loss per share (Note 7):		
Net income (loss) per share of Class A common stock — basic and diluted	\$ (1.04)	\$ (1.12)
Weighted-average shares of Class A common stock outstanding — basic and diluted	9,715	8,965

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

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

	Three months ended Mar. 31,	
	2024	2023
Net income (loss)	\$ (21,346)	\$ (22,543)
Other comprehensive income (loss):		
Foreign currency translation adjustments	(5)	5
Comprehensive income (loss)	(21,351)	(22,538)
Comprehensive income (loss) attributable to non-controlling interests	(12,133)	(13,361)
Comprehensive income (loss) attributable to GoHealth, Inc.	<u>\$ (9,218)</u>	<u>\$ (9,177)</u>

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

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

	Mar. 31, 2024	Dec. 31, 2023
Assets		
<i>Current assets:</i>		
Cash and cash equivalents	\$ 97,818	\$ 90,809
Accounts receivable, net of allowance for doubtful accounts of \$ 6 in 2024 and \$ 27 in 2023	9,226	250
Commissions receivable - current	269,799	336,215
Prepaid expense and other current assets	20,254	49,166
Total current assets	397,097	476,440
Commissions receivable - non-current	573,328	575,482
Operating lease ROU asset	21,008	21,995
Other long-term assets	2,118	2,256
Property, equipment, and capitalized software, net	28,667	26,843
Intangible assets, net	373,040	396,554
Total assets	\$ 1,395,258	\$ 1,499,570
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Equity		
<i>Current liabilities:</i>		
Accounts payable	\$ 5,773	\$ 17,705
Accrued liabilities	66,595	86,254
Commissions payable - current	94,896	118,732
Short-term operating lease liability	5,309	5,797
Deferred revenue	38,723	52,403
Current portion of long-term debt	75,000	75,000
Other current liabilities	13,707	14,122
Total current liabilities	300,003	370,013
<i>Non-current liabilities:</i>		
Commissions payable - non-current	201,653	203,255
Long-term operating lease liability	38,198	39,547
Long-term debt, net of current portion	410,324	422,705
Other non-current liabilities	9,247	9,095
Total non-current liabilities	659,422	674,602
<i>Commitments and Contingencies (Note 11)</i>		
Series A redeemable convertible preferred stock — \$ 0.0001 par value; 50 shares authorized; 50 shares issued and outstanding as of both March 31, 2024 and December 31, 2023.	50,193	49,302
Liquidation preference of \$ 51.9 million and \$ 50.9 million as of March 31, 2024 and December 31, 2023, respectively.		
<i>Stockholders' equity:</i>		
Class A common stock – \$ 0.0001 par value; 1,100,000 shares authorized; 10,160 and 9,823 shares issued; 9,898 and 9,651 shares outstanding as of March 31, 2024 and December 31, 2023, respectively.	1	1
Class B common stock – \$ 0.0001 par value; 615,987 and 616,018 shares authorized; 12,783 and 12,814 shares issued and outstanding as of March 31, 2024 and December 31, 2023, respectively.	1	1
Preferred stock – \$ 0.0001 par value; 20,000 shares authorized (including 50 shares of Series A redeemable convertible preferred stock authorized and 200 shares of Series A-1 convertible preferred stock authorized); 50 shares issued and outstanding as of both March 31, 2024 and December 31, 2023.	—	—
Series A-1 convertible preferred stock— \$ 0.0001 par value; 200 shares authorized; no shares issued and outstanding as of both March 31, 2024 and December 31, 2023.	—	—
Treasury stock – at cost; 262 and 173 shares of Class A common stock as of March 31, 2024 and December 31, 2023, respectively.	(3,582)	(2,640)
Additional paid-in capital	659,080	654,059
Accumulated other comprehensive income (loss)	(129)	(127)
Accumulated deficit	(429,496)	(420,280)
Total stockholders' equity attributable to GoHealth, Inc.	225,875	231,014
Non-controlling interests	159,765	174,639
Total stockholders' equity	385,640	405,653
Total liabilities, redeemable convertible preferred stock and stockholders' equity	\$ 1,395,258	\$ 1,499,570

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

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

Three months ended Mar. 31, 2024

	Class A Common Stock		Class B Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interest	Stockholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance at Jan. 1, 2024	9,823	\$ 1	12,814	\$ 1	(173)	\$ (2,640)	\$ 654,059	\$ (420,280)	\$ (127)	\$ 174,639	\$ 405,653
Net income (loss)								(9,216)		(12,130)	(21,346)
Issuance of Class A common shares related to share-based compensation plans	307	—					—				—
Share-based compensation expense							3,172				3,172
Foreign currency translation adjustments									(2)	(3)	(5)
Class A common shares repurchased for employee tax withholdings					(89)	(942)					(942)
Dividends accumulated on Series A redeemable convertible preferred stock							(892)				(892)
Forfeitures of Time-Vesting Units			(1)	—							—
Redemption of LLC Interests	30	—	(30)	—			2,741			(2,741)	—
Balance at Mar. 31, 2024	10,160	\$ 1	12,783	\$ 1	(262)	\$ (3,582)	\$ 659,080	\$ (429,496)	\$ (129)	\$ 159,765	\$ 385,640

Three months ended Mar. 31, 2023

	Class A Common Stock		Class B Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interest	Stockholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance at Jan. 1, 2023	9,963	\$ 1	13,054	\$ 1	(13)	\$ (345)	\$ 626,269	\$ (357,023)	\$ (144)	\$ 273,640	\$ 542,399
Net income (loss)								(9,179)		(13,364)	(22,543)
Issuance of Class A common shares related to share-based compensation plans	38	—					—				—
Share-based compensation expense							4,444				4,444
Foreign currency translation adjustments									2	3	5
Class A common shares repurchased for employee tax withholdings					(7)	(114)					(114)
Dividends accumulated on Series A redeemable convertible preferred stock							(892)				(892)
Forfeitures of Time-Vesting Units			(1)	—							—
Redemption of LLC Interests	1	—	(1)	—			495			(495)	—
Balance at Mar. 31, 2023	9,002	\$ 1	13,052	\$ 1	(20)	\$ (459)	\$ 630,316	\$ (366,202)	\$ (142)	\$ 259,784	\$ 523,299

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

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

	Three months ended Mar. 31,	
	2024	2023
Operating Activities		
Net income (loss)	\$ (21,346)	\$ (22,543)
<i>Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:</i>		
Share-based compensation	1,783	4,444
Depreciation and amortization	2,732	2,753
Amortization of intangible assets	23,514	23,514
Amortization of debt discount and issuance costs	1,262	873
Non-cash lease expense	988	1,108
Other non-cash items	(67)	(263)
<i>Changes in assets and liabilities:</i>		
Accounts receivable	(8,955)	(21,231)
Commissions receivable	68,616	94,645
Prepaid expenses and other assets	28,992	33,463
Accounts payable	(11,932)	(3,863)
Accrued liabilities	(33,242)	(22,355)
Deferred revenue	(13,680)	(24,918)
Commissions payable	(25,438)	(45,706)
Operating lease liabilities	(1,838)	(3,285)
Other liabilities	1,123	3,843
Net cash provided by (used in) operating activities	12,512	20,479
Investing Activities		
Purchases of property, equipment and software	(4,556)	(2,226)
Net cash provided by (used in) investing activities	(4,556)	(2,226)
Financing Activities		
Repayment of borrowings	—	(1,391)
Payment of preferred stock dividends	—	(892)
Repurchase of shares to satisfy employee tax withholding obligations	(942)	(114)
Net cash provided by (used in) financing activities	(942)	(2,397)
Effect of exchange rate changes on cash and cash equivalents	(5)	5
Increase (decrease) in cash and cash equivalents	7,009	15,861
Cash and cash equivalents at beginning of period	90,809	16,464
Cash and cash equivalents at end of period	\$ 97,818	\$ 32,325
Supplemental Disclosure of Cash Flow Information		
<i>Non-cash investing and financing activities:</i>		
Purchases of property, equipment and software included in accounts payable	\$ —	\$ 124

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

GOHEALTH, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(In thousands, except per share amounts, unaudited)

1. DESCRIPTION OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Description of Business

GoHealth is a leading health insurance marketplace and Medicare-focused digital health company whose purpose is to compassionately ensure consumers' peace of mind when making healthcare decisions so they can focus on living life. With a widely scalable end-to-end platform and substantial presence in the Medicare landscape, we believe we are uniquely positioned as a trusted partner to the 65 million Medicare-eligible Americans, as well as the 11,000 Americans becoming eligible each day, as they navigate one of life's most important purchasing decisions. For many of these consumers, enrolling in a health insurance plan is confusing and difficult, and seemingly small differences between health plans may lead to significant out-of-pocket costs or lack of access to critical providers and medicines. We aim to simplify the process by offering education, comparison guidance, transparency and choice. This includes providing a large selection of leading health plan choices, advice informed by consumers' specific needs, transparency of health plan benefits and fit, assistance accessing available government subsidies and a high-touch consumer care team. We partner with health plans across the nation that provide access to high quality health plans across all 50 states.

We primarily offer Medicare plans, including, but not limited to, Medicare Advantage, Medicare Supplement and prescription drug plans. Our proprietary technology platform leverages modern machine-learning algorithms, powered by over two decades of insurance purchasing behavior, to reimagine the process of matching a health plan to a consumer's specific needs. Our unbiased, technology-driven marketplace coupled with highly skilled licensed agents has facilitated the enrollment of millions of consumers in Medicare plans since GoHealth's inception. Health plan partners benefit from our platform by gaining access to the large and rapidly growing Medicare-eligible population. We believe health plan partners utilize our large-scale data, technology and efficient marketing processes to maximize scale and reduce their cost of submission, compared to health plan partner-employed agent workforces.

We believe our streamlined, consumer-centric Encompass operating model drives both high quality enrollments and a strong consumer experience. Our consumer-centric approach positions us to be a trusted, high-quality enrollment partner for both consumers and health plan partners.

Basis of Presentation and Significant Accounting Policies

The Company was incorporated in Delaware on March 27, 2020 for the purpose of facilitating an initial public offering (the "IPO") and other related transactions in order to carry on the business of GHH, LLC, a Delaware limited liability company, and its controlled subsidiaries (collectively, "GHH, LLC"). Following the IPO and pursuant to a reorganization into a holding company structure, the Company is a holding company and its principal asset is a controlling equity interest in GHH, LLC. As the sole managing member of GHH, LLC, the Company operates and controls all of the business and affairs of GHH, LLC, and through GHH, LLC and its subsidiaries, conducts its business. As a result, the Company consolidates GHH, LLC's financial results in its Condensed Consolidated Financial Statements and reports non-controlling interests for the economic interest in GHH, LLC held by the Continuing Equity Owners.

The accompanying Condensed Consolidated Financial Statements have been prepared in accordance with GAAP for interim financial information, but do not include all information and footnote disclosures required under GAAP for annual financial statements. The accompanying Condensed Consolidated Financial Statements and related notes should be read in conjunction with the audited Consolidated Financial Statements and related notes included in the Company's 2023 Annual Report on Form 10-K, which was filed with the Securities and Exchange Commission on March 14, 2024. In the opinion of management, the interim Condensed Consolidated Financial Statements include all adjustments, consisting only of normal recurring adjustments, necessary for the fair presentation of the Company's financial position, results of operations and cash flows as of the dates and for the periods presented. All intercompany transactions and balances are eliminated in consolidation.

"Consumer care and enrollment" on the Condensed Consolidated Statements of Operations, previously referred to as "customer care and enrollment" reflects a name change only and does not require any financial information to be reclassified from previous periods.

There have been no material changes to the Company's significant accounting policies from those disclosed in the notes to the Company's audited Consolidated Financial Statements as of and for the year ended December 31, 2023, which were included in the Company's 2023 Annual Report on Form 10-K.

Use of Estimates

The preparation of the Condensed Consolidated Financial Statements in conformity with GAAP requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the Condensed Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting periods. The Company bases its estimates on historical experience and various other assumptions that management believes are reasonable under the circumstances, the results of which form the basis for making judgments about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates.

Seasonality

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

Segment Information

Operating segments are identified as components of an enterprise about which separate discrete financial information is available and reviewed regularly by the chief operating decision-maker (“CODM”). The Company’s CODM is its Chief Executive Officer who reviews financial information together with certain operating metrics principally to make decisions about how to allocate resources and to measure the Company’s performance. The Company has one operating and reportable segment.

Recent Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board (the “FASB”) issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* (“ASU 2023-07”), which aims to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The amendments in ASU 2023-07 do not change how a public entity identifies its operating segments, aggregates those operating segments or applies the quantitative thresholds to determine its reportable segments. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and for interim periods beginning after December 15, 2024, with early adoption permitted. The Company is currently assessing the impact on our related disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* (“ASU 2023-09”). ASU 2023-09 enhanced annual disclosures regarding the income tax rate reconciliation and income taxes paid information. For public business entities, ASU 2023-09 is effective for annual periods beginning after December 15, 2024. The Company is currently assessing the impact on our related disclosures.

2. FAIR VALUE MEASUREMENTS

The Company defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques the Company uses to measure fair value maximize the use of observable inputs and minimize the use of unobservable inputs. The Company has applied the provisions of fair value accounting for purposes of computing the fair value of financial instruments for disclosure purposes as presented below.

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

Fair Value Measurements

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

As part of the Company’s continued cost savings initiatives, the Company is actively looking to terminate or sublease certain office spaces and call centers. These actions resulted in operating lease impairment charges of \$ 2.7 million during the second fiscal quarter of 2023. The Company recorded no operating lease impairment charges for the three months ended March 31, 2024 and 2023. The Company continues to evaluate its portfolio of properties, and thus it is possible that impairments could be identified in future periods, and such amounts could be material. The operating lease impairment charges reduce the carrying value of the associated right-of-use (“ROU”) assets and leasehold improvements to the estimated fair values. The fair values are estimated using a discounted cash flows approach based on forecasted future cash flows expected to be derived from the property based on current sublease market rent, which is considered a level 3 input in the fair value hierarchy, and other key assumptions such as future sublease market conditions and the discount rate.

During the twelve months ended December 31, 2023, the Company recorded indefinite-lived trade names impairment charges of \$ 10.0 million. The Company recorded no indefinite-lived trade names impairment charges for the three months ended March 31, 2024 and 2023. Determination of the fair value of the indefinite-lived trade names involves estimates and assumptions which are considered a level 3 input in the fair value hierarchy. For more information, refer to Note 3 “Intangible Assets, Net.”

3. INTANGIBLE ASSETS, NET

Intangible Assets

Fourth Quarter 2023 Indefinite-Lived Intangible Asset Impairment Charges

In connection with its annual indefinite-lived impairment test performed as of November 30, 2023, the Company determined that the fair value of its indefinite-lived trade names no longer exceeded their carrying value. As a result, during the twelve months ended December 31, 2023, the Company recorded indefinite-lived trade names impairment charges of \$ 10.0 million to write down the carrying value of the indefinite-lived trade names to their fair value of \$ 73.0 million. Determination of fair value involves utilizing the relief-from-royalty under the income approach which contains significant estimates and assumptions including, among others, revenue projections as well as selecting appropriate royalty and discount rates, which are considered level 3 inputs in the fair value hierarchy. The indefinite-lived trade names impairment charge was a result of an increase in the discount rate driven by changes in forecast assumptions from the prior year. While the Company believes the judgments and assumptions are reasonable, different assumptions could change the estimated fair value and, therefore, additional impairments could be required. Weakening industry or economic trends, disruptions to the Company’s business, changes in discount rate assumptions, unexpected significant changes or planned changes in the use of the assets or in the Company’s entity structure are all factors which may adversely impact the assumptions used in the valuation.

There was no impairment of intangible assets for the three months ended March 31, 2024 and 2023.

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

(in thousands)	Mar. 31, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed technology	\$ 496,000	\$ 322,400	\$ 173,600
Customer relationships	232,000	105,560	126,440
Total intangible assets subject to amortization	\$ 728,000	\$ 427,960	\$ 300,040
Indefinite-lived trade names			73,000
Total intangible assets			\$ 373,040

(in thousands)	Dec. 31, 2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed technology	\$ 496,000	\$ 304,686	\$ 191,314
Customer relationships	232,000	99,760	132,240
Total intangible assets subject to amortization	\$ 728,000	\$ 404,446	\$ 323,554
Indefinite-lived trade names			73,000
Total intangible assets			\$ 396,554

As of March 31, 2024, expected amortization expense related to intangible assets for each of the five succeeding years is as follows:

(in thousands)	Developed Technology	Customer Relationships	Total
Remainder of 2024	\$ 53,143	\$ 17,400	\$ 70,543
2025	70,857	23,200	94,057
2026	49,600	23,200	72,800
2027	—	23,200	23,200
2028	—	23,200	23,200
Thereafter	—	16,240	16,240
Total	\$ 173,600	\$ 126,440	\$ 300,040

4. LONG-TERM DEBT

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

(in thousands)	Mar. 31, 2024	Dec. 31, 2023
Term Loan Facilities	\$ 502,796	\$ 502,796
Less: Unamortized debt discount and issuance costs	(17,472)	(5,091)
Total debt	\$ 485,324	\$ 497,705
Less: Current portion of long-term debt	(75,000)	(75,000)
Total long-term debt	\$ 410,324	\$ 422,705

Maturities of long-term debt for each of the next five years is as follows:

(in thousands)	
Remainder of 2024	\$ 75,000
2025	427,796
2026	—
2027	—
2028	—
Thereafter	—
Total	\$ 502,796

Term Loan Facilities

During 2019, Norvax (the "Borrower") entered into a first lien credit agreement (as amended from time to time, the "Credit Agreement") which provided for, among other items as further described below, (i) \$ 117.0 million of incremental term loans (the "Incremental Term Loan Facility"), (ii) a new class of incremental term loans (the "2021 Incremental Term Loans") in an aggregate principal amount equal to \$ 310.0 million and (iii) a new class of incremental term loans (the "2021-2 Incremental Term Loans") in an aggregate principal amount equal to \$ 100.0 million. The Company collectively refers to the Initial Term Loan Facility, the Incremental Term Loan Facility, the 2021 Incremental Term Loans and the 2021-2 Incremental Term Loans as the "Term Loan Facilities."

The Term Loan Facilities all bear interest at either (i) ABR plus 6.5 % per annum or (ii) SOFR plus 7.5 % per annum. Per Amendment No. 11 to the Credit Agreement ("Amendment No. 11"), as further described below, after August 31, 2024 the Term Loan Facilities all bear interest at either ABR plus 7.0 % or SOFR plus 8.0 %.

On March 12, 2024, the Borrower entered into Amendment No. 11. Prior to Amendment No. 11, the Revolving Credit Facilities (as defined below) were separated into two classes of revolving commitments consisting of Class A Revolving Commitments in the amount of \$ 30.0 million (the "Class A Revolving Commitments") and Class B Revolving Commitments in the amount of \$ 170.0 million (the "Class B Revolving Commitments"), each maturing on September 13, 2024. In connection with Amendment No. 11, each existing lender under the Class A Revolving Commitments and the Class B Revolving Commitments received the option to extend the maturity of their respective commitments through June 30, 2025. Under the terms of Amendment No. 11, the lenders consenting to the extension formed a new tranche of Class A Revolving Commitments (the "New Class A Revolving Commitments") and the non-consenting lenders remain part of the existing Class B Revolving Commitments (the "Remaining Class B Revolving Commitments"). Each consenting lender received a 50.0 % commitment reduction, resulting in a total of \$ 88.5 million available to the Borrower under the New Class A Revolving Commitments, with \$ 23.0 million remaining available to the Borrower under the Remaining Class B Revolving Commitments. The New Class A Revolving Commitments mature on June 30, 2025 and bear interest at either ABR plus 5.5 % per annum or SOFR plus 6.5 % per annum. The Remaining Class B Revolving Commitments continue to mature on September 13, 2024 and bear interest at either ABR plus 3.0 % per annum or SOFR plus 4.0 % per annum. In addition, Amendment No. 11 amended the Credit Agreement to, among other things, (i) increase the interest rate applicable to the Term Loan Facilities after August 31, 2024 to either ABR plus 7.0 % or SOFR plus 8.0 %, (ii)

modify the financial covenant testing to be based on a Net Cash Leverage Ratio, as defined in Amendment No. 11, for reporting periods from December 31, 2023 and onwards, (iii) require the Borrower to repay \$ 50.0 million and \$ 25.0 million in borrowings under the Term Loan Facilities by April 12, 2024 and October 15, 2024, respectively together with applicable consent fees and (iv) modify the permitted usage of certain of the baskets available under the Credit Agreement. Finally, Amendment No. 11 provides that if the Borrower undertakes a securitization transaction prior to the maturity of the New Class A Revolving Commitments, the New Class A Revolving Commitments will further be reduced by 50.0 %.

As of both March 31, 2024 and December 31, 2023, the Borrower had a principal amount of \$ 110.4 million, \$ 296.3 million and \$ 96.1 million outstanding under the Incremental Term Loan Facility, the 2021 Incremental Term Loans, and the 2021-2 Incremental Term Loans, respectively. The effective interest rate of the Term Loan Facilities was 12.9 % at March 31, 2024 and 13.0 % at December 31, 2023.

The remaining unpaid balance on the Term Loan Facilities, together with all accrued and unpaid interest thereon, is due and payable on or prior to September 13, 2025.

Revolving Credit Facilities

In addition, the Credit Agreement provides for senior secured revolving credit facilities (collectively, the “Revolving Credit Facilities”). As described above, prior to Amendment No. 11 the Revolving Credit Facilities were separated into two classes of revolving commitments consisting of Class A Revolving Commitments in the amount of \$ 30.0 million and Class B Revolving Commitments in the amount of \$ 170.0 million, each maturing on September 13, 2024. Effective March 12, 2024, Amendment No. 11 changed the two classes of revolving commitments resulting in a total of \$ 88.5 million remaining available to the Borrower under the New Class A Revolving Commitments, and \$ 23.0 million remaining available to the Borrower under the Remaining Class B Revolving Commitments. The New Class A Revolving Commitments mature on June 30, 2025 and bear interest at either ABR plus 5.5 % per annum or SOFR plus 6.5 % per annum. The Remaining Class B Revolving Commitments continue to mature on September 13, 2024 and bear interest at either ABR plus 3.0 % per annum or SOFR plus 4.0 % per annum. The Borrower is required to pay a commitment fee of 0.5 % per annum under the Revolving Credit Facilities.

The Borrower had no amounts outstanding under the Revolving Credit Facilities as of both March 31, 2024 and December 31, 2023. The Revolving Credit Facilities have a remaining capacity of \$ 111.5 million and \$ 200.0 million in the aggregate as of March 31, 2024 and December 31, 2023, respectively.

Voluntary Prepayment

The Borrower may voluntarily prepay outstanding borrowings under the Term Loan Facilities at any time in whole or in part without premium or penalty; provided, that, with respect to voluntary prepayments of the Term Loan Facilities and in certain other circumstances, the Borrower may have to pay a prepayment premium.

Mandatory Prepayments

As described above, Amendment No. 11 requires the Borrower to repay \$ 50.0 million and \$ 25.0 million in borrowings under the Term Loan Facilities by April 12, 2024 and October 15, 2024, respectively. The Borrower is also required to pay consent fees on April 12, 2024 and August 30, 2024 in the amount of 2.0 % and 1.0 %, respectively, of the aggregate principal balance of Term Loan Facilities outstanding after any mandatory prepayments. Subject to these terms, the Borrower paid \$ 50.0 million and \$ 9.1 million on April 4, 2024 related to the Term Loan Facilities repayment and the required consent fees, respectively.

The Credit Agreement requires the Borrower to repay amounts equal to 100.0 % of the net cash proceeds of certain asset sales or other dispositions of property (including insurance and condemnation proceeds); provided, that, in the case of any prepayment events required in connection with certain dispositions and casualty events, if the net proceeds therefrom are invested (or committed to be invested) within twelve months after the receipt of such net proceeds, then no prepayment shall be required except to the extent such net proceeds have not been so invested (or committed to be invested) by the end of such 12 -month period.

The Credit Agreement requires 100.0 % of the net proceeds from the issuance or incurrence of certain indebtedness to be applied to prepay the term loans under the Term Loan Facilities, except to the extent the indebtedness constitutes refinancing indebtedness.

Guarantees and Security

The Borrower's obligations under the Term Loan Facilities and Revolving Credit Facilities are guaranteed by Blizzard Midco, LLC and certain of the Borrower's subsidiaries. All obligations under the Credit Agreement are secured by a first priority lien on substantially all of the assets of the Borrower, including a pledge of all of the equity interests of its subsidiaries.

Covenants and Other Matters

The Credit Agreement contains a number of covenants that, among other things and subject to certain exceptions, restrict the Borrower's and its restricted subsidiaries' ability to incur indebtedness; incur certain liens; consolidate, merge or sell or otherwise dispose of assets; make investments, loans, advances, guarantees and acquisitions; pay dividends or make other distributions on equity interests or redeem, repurchase or retire equity interests; enter into transactions with affiliates; alter the business conducted by the Borrower and subsidiaries; change their fiscal year; and amend or modify governing documents. In addition, the Credit Agreement contains financial and non-financial covenants including a financial covenant based on a Total Net Cash Leverage Ratio, which is defined as the ratio of consolidated total net debt as of the last day of the testing period to consolidated Cash EBITDA for the period. The Total Net Cash Leverage Ratio must be below 4.50 :1.00 for the period ending March 31, 2024 after which the Total Net Cash Leverage Ratio covenant will increase to 4.75 :1.00 for the periods ending June 30, 2024 and September 30, 2024. For the period ending December 31, 2024 the Total Net Cash Leverage Ratio covenant will decrease to 3.50 :1.00 before decreasing further to 2.75 :1.00 on March 31, 2025 until the maturity of the Credit Agreement. The Borrower is in compliance with all covenants as of March 31, 2024.

The Credit Agreement also contains certain customary representations and warranties and affirmative covenants, and certain reporting obligations. In addition, the lenders under the Credit Facilities will be permitted to accelerate all outstanding borrowings and other obligations, terminate outstanding commitments and exercise other specified remedies upon the occurrence of certain events of default (subject to certain grace periods and exceptions), which include, among other things, payment defaults, breaches of representations and warranties, covenant defaults, certain cross-defaults and cross-accelerations to other indebtedness, certain events of bankruptcy and insolvency, certain judgments and changes of control. Subject to certain limited exceptions, substantially all of the Borrower's assets are restricted from distribution.

5. STOCKHOLDERS' EQUITY

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

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

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

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

The weighted average ownership percentages for the applicable reporting periods are used to attribute net income (loss) and other comprehensive income (loss) to the Company and the non-controlling interest holders. Non-controlling interest represents the economic interest in GHH, LLC held directly or indirectly by the Continuing Equity Owners. The non-controlling interest holders' weighted average ownership percentages for the three months ended March 31, 2024 and 2023 were 56.8 % and 59.3 %, respectively.

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

Redeemable Convertible Preferred Stock

On September 23, 2022 (the "Closing Date"), the Company issued 50,000 shares of the Company's Series A Convertible Perpetual Preferred Stock (the "Issuance"), par value \$ 0.0001 per share (the "Series A redeemable convertible preferred stock"), to Anthem Insurance Companies, Inc. and GH 22 Holdings, Inc. (the "Purchasers") for an aggregate purchase price of \$ 50.0 million, at \$ 1,000 per share of the Series A redeemable convertible preferred stock.

The Company is authorized to issue 20,000,000 shares of preferred stock with a par value of \$ 0.0001 per share as of both March 31, 2024 and December 31, 2023, which had not been designated to any specific classes of preferred stock prior to the Closing Date. On the Closing Date, the Company designated and authorized the issuance of 50,000 shares under the Series A redeemable convertible preferred stock and 200,000 shares under the Series A-1 Convertible Non-Voting Perpetual Preferred Stock (the "Series A-1 convertible preferred stock").

The Series A redeemable convertible preferred stock ranks senior to the shares of the Company's Class A common stock and Class B common stock with respect to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company. The Series A redeemable convertible preferred stock has an initial liquidation preference of \$ 1,000 per share, which shall increase by accumulated quarterly dividends that are not paid in cash ("compounded dividends"). Dividends on each share of Series A redeemable convertible preferred stock shall accrue at an annual rate equal to 7 %. Holders of Series A-1 convertible preferred stock are only entitled to dividends if the Company declares such dividends. For the three months ended March 31, 2024, the Company accrued \$ 0.9 million of dividends relating to the Series A redeemable convertible preferred stock that were not paid in cash. The accrued dividends are included in temporary equity on the Condensed Consolidated Balance Sheets. For the three months ended March 31, 2023, the Company paid in cash \$ 0.9 million of dividends relating to the Series A redeemable convertible preferred stock.

The Series A redeemable convertible preferred stock is convertible in full at the option of the holders into the number of shares of Class A common stock equal to the quotient of (a) the sum of (i) the liquidation preference (reflecting increases for compounded dividends) plus (ii) the accrued dividends with respect to each share of convertible preferred stock as of the applicable conversion date divided by (b) the conversion price (\$ 9.60 as of March 31, 2024 and subject to adjustment based on certain changes to the Company's Class A common stock) as of the applicable conversion date. Notwithstanding the foregoing, a holder of Series A redeemable convertible preferred stock may elect to receive upon conversion, in lieu of the shares of Class A common stock otherwise deliverable, one share of Series A-1 convertible preferred stock for every 1,000 shares of Class A common stock otherwise deliverable upon conversion. The Series A-1 convertible preferred stock will be essentially a substitute for the Class A common stock in the form of non-voting preferred stock.

The terms of the Series A redeemable convertible preferred stock and Series A-1 convertible preferred stock contain certain anti-dilution adjustments. Subject to certain conditions, at any time after the third anniversary of the Closing Date, if the volume weighted average price per share of Class A common stock on Nasdaq is equal to or greater than 150.0 % of the then-applicable conversion price for each of at least twenty (20) trading days, whether or not consecutive, in any period of thirty (30) consecutive trading days ending on and including the trading day immediately before the Company provides the holders with notice of its election to convert all or a portion of the Series A redeemable convertible preferred stock into the relevant number of shares of Class A common stock or Series A-1 convertible preferred stock (at the election of the holder), the Company may elect to convert all or a portion of the Series A redeemable convertible preferred stock into the relevant number of shares of Class A common stock or Series A-1 convertible preferred stock.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, the holders of shares of Series A-1 convertible preferred stock (if issued upon conversion of the Series A redeemable convertible preferred stock) will be entitled, out of assets legally available therefor, and subject to the rights of the holders of any senior stock (including the Series A redeemable convertible preferred stock) or parity stock (including the Class A and Class B common stock) and the rights of the Company's existing and future creditors, to receive an aggregate amount per share equal to 1,000 (as may be adjusted) times the aggregate amount to be distributed per share to holders of shares of Class A common stock. Each holder of a whole share of Series A-1 convertible preferred stock (if issued upon conversion of the Series A redeemable convertible preferred stock) shall be entitled to receive when, as and if declared by the Company's Board of Directors out of funds legally available for the purpose, an amount per share equal to 1,000 (as may be adjusted) times the aggregate per share amount of all cash dividends, and 1,000 (as may be adjusted) times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions other than a dividend payable in shares of Class A common stock or a subdivision of the outstanding shares of Class A common stock (by reclassification or otherwise), declared on each share of Class A common stock since the first issuance of any share of Series A-1 convertible preferred stock. Each holder of Series A-1 convertible preferred

stock (if issued upon conversion of the Series A redeemable convertible preferred stock) will have the right, at such holder's option, to convert in full each share of such holder's Series A-1 convertible preferred stock at such time into the number of shares of Class A common stock based upon a conversion ratio of 1,000 shares of Class A common stock for each share of Series A-1 convertible preferred stock (such ratio being subject to adjustment).

Under the Certificate of Designations, holders of the Series A redeemable convertible preferred stock are entitled to vote with the holders of the Class A common stock on an as-converted basis on all matters submitted to a vote of the holders of the Class A common stock. Notwithstanding the foregoing: (1) the lead Purchaser's voting rights shall not exceed 9.99 % of the voting rights associated with the issued and outstanding shares of capital stock of the Company at any time; and (2) the voting rights of the Purchasers holding Series A redeemable convertible preferred stock, voting on an as-converted basis with the holders of the Class A common stock and the holders of any other class or series of capital stock of the Company then entitled to vote, shall be capped at the maximum amount that would not result in requiring shareholder approval for the exercise of such voting rights pursuant to the Nasdaq Rules. The Series A-1 convertible preferred stock is not entitled to vote with the Class A common stock on matters submitted to a vote of the holders of the Class A common stock and will have no voting rights except as required by applicable law.

In addition, holders of the preferred stock are entitled to a separate class vote with respect to, among other things, amendments to the Company's organizational documents that materially, adversely and disproportionately affect the Series A redeemable convertible preferred stock, authorizations or issuances by the Company of securities that are senior to or pari passu with the Series A redeemable convertible preferred stock and issuing any debt security (for the avoidance of doubt, excluding any draws under the Company's Existing Credit Agreement referenced in the Certificate of Designations), if the Company's Consolidated Total Net Debt (as defined in the Certificate of Designations) following such action would exceed four times the Company's Consolidated EBITDA (as defined in the Certificate of Designations) for the Company's most recently completed four consecutive fiscal quarters.

At any time following the fifth anniversary of the Closing Date, the Company may redeem the Series A redeemable convertible preferred stock, in whole or in part, for a per share amount in cash equal to the liquidation preference (reflecting increases for compounded dividends) thereof plus all accrued dividends as of the applicable redemption date. Upon certain change of control events involving the Company, (i) a holder of the Series A redeemable convertible preferred stock may, so long as such payment would not otherwise result in a breach of, or event of default under, then-existing credit agreements, indentures or other financing arrangements, require the Company to purchase and (ii) subject to a holder's right to convert its shares of Series A redeemable convertible preferred stock into Class A common stock or Series A-1 convertible preferred stock at the then-current conversion price, the Company may elect to purchase, all or a portion of such holder's shares of Series A redeemable convertible preferred stock that have not been so converted, in each case at a purchase price per share of Series A redeemable convertible preferred stock, payable in cash, equal to (i) if the change of control effective date occurs at any time prior to the fifth anniversary of the Closing Date, 160.0 % of a Purchaser's original investment amount and (ii) if the change of control effective date occurs on or after the fifth anniversary of the Closing Date, the liquidation preference (reflecting increases for compounded dividends) of such share of Series A redeemable convertible preferred stock plus the accrued dividends in respect of such share of Series A redeemable convertible preferred stock as of the change of control purchase date.

The Purchasers have entered into a customary registration rights agreement with respect to shares of Class A common stock held by the Purchasers issued upon any future conversion of the Series A redeemable convertible preferred stock or Series A-1 convertible preferred stock.

In connection with the Issuance, the Company, as the managing member of GHH, LLC, caused GHH, LLC (i) to issue to the Company, in exchange for the proceeds from the Issuance, Series A preferred units and (ii) to authorize another series of preferred units, in each case having an aggregate liquidation preference and having terms substantially economically equivalent to the aggregate liquidation preference and the economic terms of the Series A redeemable convertible preferred stock and the Series A-1 convertible preferred stock, respectively, and entered into Amendment No. 2 to the GHH, LLC Agreement to effectuate the same.

The Company classifies the Series A redeemable convertible preferred stock and Series A-1 convertible preferred stock outside of permanent equity as temporary equity since the redemption of such shares is not solely within the Company's control. The Company does not remeasure the redeemable convertible preferred stock because it is not currently redeemable and not probable of becoming redeemable. The redeemable convertible preferred stock was recorded at fair value upon issuance, net of issuance costs of \$ 1.6 million.

6. SHARE-BASED COMPENSATION PLANS

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

(in thousands)	Three months ended Mar. 31,	
	2024	2023
Marketing and advertising	\$ 76	\$ 66
Consumer care and enrollment	324	604
Technology	239	767
General and administrative ⁽¹⁾	1,144	5,147
Total share-based compensation expense	\$ 1,783	\$ 6,584

(1) For the three months ended March 31, 2024 and 2023, share-based compensation expense includes expense related to the stock appreciation rights ("SARs"), which are liability classified awards.

7. NET LOSS PER SHARE

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

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

(in thousands, except per share amounts)	Three months ended Mar. 31,	
	2024	2023
Numerator:		
Net loss	\$ (21,346)	\$ (22,543)
Less: Net loss attributable to non-controlling interests	(12,130)	(13,364)
Net loss attributable to GoHealth, Inc.	(9,216)	(9,179)
Less: Dividends accumulated on redeemable convertible preferred stock	892	892
Net loss attributable to common stockholders	(10,108)	(10,071)
Denominator:		
Weighted-average shares of Class A common stock outstanding—basic and diluted	9,715	8,965
Net loss per share of Class A common stock—basic and diluted	\$ (1.04)	\$ (1.12)

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

(in thousands)	Mar. 31,	
	2024	2023
Class A common stock issuable pursuant to equity awards	1,671	2,145
Class A common stock issuable pursuant to conversion of redeemable convertible preferred stock	3,989	3,873
Class B common stock	12,783	13,053

Shares of Class B common stock do not share in earnings and are not participating securities. Accordingly, separate presentation of loss per share of Class B common stock under the two-class method has not been presented. Shares of Series A redeemable convertible preferred stock are not participating securities as holders receive a contractual dividend. Accordingly, separate presentation of loss per share of Series A redeemable convertible preferred stock under the two-class method has not been presented.

8. INCOME TAXES

The Company is taxed as a corporation for income tax purposes and is subject to federal, state and local taxes on the income allocated to it from GHH, LLC based upon the Company's economic interest in GHH, LLC. The Company is the sole managing member of GHH, LLC and, as a result, consolidates the financial results of GHH, LLC. GHH, LLC is a limited liability company taxed as a partnership for income tax purposes, and the subsidiaries of GHH, LLC are limited liability companies for income tax purposes except for a foreign subsidiary, which is treated as a foreign disregarded entity. As a partnership, GHH, LLC does not pay any federal income taxes, as income or loss is included in the tax returns of the individual members. Prior to April 1, 2023, certain of the Company's wholly-owned entities were taxed as corporations and subject to federal and state income taxes in the jurisdictions in which they operated. Additionally, the Company's foreign subsidiary is subject to foreign income taxes in the jurisdiction in which it operates. The accruals for such taxes are included in the Condensed Consolidated Financial Statements.

The Company’s effective tax rate for the three months ended March 31, 2024 and 2023 was 0.33 % and 0.19 %, respectively. The effective tax rate for each period is lower than the statutory tax rate primarily due to the effect of loss entities for which the Company excludes from its effective tax rate calculation and loss attributable to non-controlling interests.

Tax Receivable Agreement

In connection with the IPO, the Company entered into a Tax Receivable Agreement with GHH, LLC, the Continuing Equity Owners and the Blocker Shareholders that will provide for the payment by the Company to the Continuing Equity Owners and the Blocker Shareholders of 85 % of the amount of tax benefits, if any, that the Company actually realizes (or in some circumstances is deemed to realize). The amounts payable under the Tax Receivable Agreement will vary depending upon a number of factors, including the amount, character and timing of the taxable income of the Company in the future. As of both March 31, 2024 and December 31, 2023 the liability related to the Tax Receivable Agreement was \$ 0.8 million. Should the Company determine that any additional Tax Receivable Agreement liability is considered probable at a future date based on new information, any changes will be recorded within earnings at that time.

9. REVENUE

Revenue Recognition for Variable Consideration

The Company’s variable consideration includes the expected amount of initial commissions received from the health plan partners and any renewal commissions to be paid on such placement as long as the policyholder remains with the same insurance product, also known as the total estimated LTV of the policy. The consideration is variable based on the estimated amount of time a policy will remain in force, which is based on historical experience or health plan partner experience to the extent available, industry data, and expectations as to future retention rates. Additionally, the Company considers the application of a constraint and only recognizes the amount of variable consideration that it believes is probable that it will be entitled to receive and will not be subject to a significant revenue reversal in the future.

On a quarterly basis, the Company re-estimates LTV at a vintage level for outstanding vintages, which takes into account cash received as compared to the original estimates and reviews and monitors changes in the data used to estimate LTV. Changes in LTV may result in an increase or a decrease to revenue and a corresponding change to commissions receivable. The Company analyzes these differences and to the extent the Company believes differences in the estimates are indicative of a change to prior period LTVs, the Company will adjust revenue for the affected vintages at the time such determination is made and when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. For the three months ended March 31, 2024 and 2023, the Company recorded no revenue adjustments.

Disaggregation of Revenue

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

(in thousands)	Three months ended Mar. 31,	
	2024	2023
Medicare Revenue		
Agency Revenue		
Commission Revenue ⁽¹⁾	\$ 79,733	\$ 97,531
Partner Marketing and Other Revenue	19,391	27,124
Total Agency Revenue	99,124	124,655
Non-Agency Revenue	85,902	44,972
Total Medicare Revenue	185,026	169,627
Other Revenue		
Non-Encompass BPO Services Revenue	—	6,794
Other Revenue	574	6,737
Total Other Revenue	574	13,531
Total Net Revenues	\$ 185,600	\$ 183,158

(1) Commission revenue excludes commissions generated through the Company’s Non-Encompass BPO Services as well as from the sale of individual and family plan insurance products.

Medicare Revenue: The primary services provided by the Company relate to the sale and administration of Medicare insurance products through either the agency model or the non-agency model. The agency model refers to the commission revenue and partner marketing revenue the Company receives when GoHealth agents or the Company’s independent network of outsourced agents enroll the consumer and submit the policy application to the health plan partner, becoming the agent of record. The Company recognizes commission revenue from the sale of insurance products at the point when health plan partners approve an

insurance application produced by the Company. The Company records as commission revenue the expected amount of initial commissions received from the health plan partners and any renewal commissions to be paid on such placement as long as the policyholder remains with the same insurance product, which represents the LTV it expects to receive for selling the product after the health plan partner approves an application. As part of its estimation process, the Company constrains revenue such that the amount of revenue recognized is the amount the Company believes is probable will not result in a significant reversal in the future. The Company records partner marketing services over time based on delivering call volumes or providing marketing services.

Non-agency revenue refers to services provided by the Company that support enrollment and engagement activities in which the Company is not the agent of record. The non-agency model moves away from the agency structure in that cash is collected in advance or in close proximity to the point in time revenue is recognized. Non-agency revenue includes enrollment and engagement services through Encompass Connect and Encompass Engage. Encompass Connect is designed to provide enrollment related services to our participating partners. The Company is compensated for generating and transferring leads to the health plan partners, at which time the health plan partner representative will enroll and submit the application, becoming the agent of record. Revenue is recognized at the point in time the lead is transferred. Encompass Engage includes post-enrollment member outreach and engagement services, including facilitating an onboarding experience customized to a member's plan and health needs. The Company recognizes Encompass Engage revenue at the point in time that the service is provided based on member retention and providing post-enrollment services.

Other Revenue: Other revenue is comprised of Non-Encompass BPO Services, which refers to programs in which GoHealth-employed agents are dedicated to certain health plans and agencies we partner with outside of the Encompass model. These services include commission revenue and partner marketing revenue that is directly attributable to Non-Encompass BPO Services. The remaining revenue relates primarily to revenue generated from the sale of individual and family plan insurance products and ancillary services.

Contract Assets and Liabilities

The Company records contract assets and contract liabilities from contracts with customers as it relates to commissions receivable, commissions payable and deferred revenue. Commissions receivable represents estimated variable consideration for commissions to be received from health plan partners for performance obligations that have been satisfied. Commissions payable represents estimated commissions to be paid to the Company's external agents and other partners.

The Company had unbilled receivables for performance-based enrollment fees and non-agency revenue as of March 31, 2024 and December 31, 2023 of \$ 8.8 million and \$ 36.0 million, respectively, which are recorded in prepaid expenses and other current assets on the Condensed Consolidated Balance Sheets. In addition, the Company had accrued payments for revenue share as of March 31, 2024 and December 31, 2023 of \$ 12.7 million and \$ 14.8 million, respectively, which are recorded in accrued liabilities. There are no other contract assets or contract liabilities recorded by the Company.

Deferred revenue includes amounts collected for partner marketing services and non-agency revenue in advance of the Company satisfying its performance obligations for such customers. The decrease in deferred revenue during the three months ended March 31, 2024 compared to December 31, 2023 was primarily due to less cash received as of March 31, 2024 compared to December 31, 2023 for marketing, administrative and enrollment fees in advance of performing such services that the Company expects to satisfy within the next twelve months. During the three months ended March 31, 2024 and 2023, the Company recognized revenue that was recorded in deferred revenue on the Condensed Consolidated Balance Sheets at the beginning of the respective fiscal year of \$ 34.9 million and \$ 40.5 million, respectively.

Commissions Receivable

Commissions receivable activity is summarized as follows:

(in thousands)	Three months ended Mar. 31,	
	2024	2023
Beginning balance	\$ 911,697	\$ 1,031,433
Commission revenue ⁽¹⁾	81,162	98,265
Cash receipts	(149,777)	(192,910)
Allowance for credit loss	45	16
Ending balance	\$ 843,127	\$ 936,804
Less: Commissions receivable - current	269,799	292,943
Commissions receivable - non-current	\$ 573,328	\$ 643,861

(1) Commission revenue excludes commissions generated through the Company's Non-Encompass BPO Services as well as from the sale of individual and family plan insurance products.

The Company's contracts with health plan partners expose it to credit risk because a financial loss could be incurred if the counterparty does not fulfill its financial obligation. While the Company is exposed to credit losses due to the potential non-performance of its counterparties, the Company considers this risk to be remote. The Company estimates the allowance for credit losses using available information from internal and external sources related to historical experiences, current conditions and forecasts. Estimates of loss are determined by using historical collections data as well as historical information obtained through research and review of other peer companies. The estimated exposure of default is determined by applying these internal and external factors to the commission receivable balances. The Company estimates the maximum credit risk in determining the commissions receivable amount recorded on the Condensed Consolidated Balance Sheets.

Significant Customers

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

	Three months ended Mar. 31,	
	2024	2023
Aetna	29.9 %	6.1 %
Elevance Health	22.7 %	17.9 %
Humana	17.5 %	37.8 %
United	16.0 %	20.4 %

Concentration of Credit Risk

The Company does not require collateral or other security in granting credit. As of March 31, 2024, three customers each represented 10% or more of the Company's total accounts receivable and unbilled receivables and, in aggregate, represented 93.3 %, or \$ 16.8 million, of the combined total. As of December 31, 2023, three customers each represented 10% or more of the Company's total accounts receivable and unbilled receivables and, in aggregate, represented 88.3 %, or \$ 32.1 million, of the combined total. Unbilled receivables are included in prepaid expense and other current assets on the Condensed Consolidated Balance Sheets.

10. LEASES

The Company has entered into operating agreements with lease periods expiring between 2024 and 2032. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

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

(in thousands)	Three months ended Mar. 31,	
	2024	2023
Operating lease cost	1,946	2,092
Short-term lease cost ⁽¹⁾	21	19
Variable lease cost ⁽²⁾	162	123
Sublease income	(507)	(388)
Total net lease expense	\$ 1,622	\$ 1,846

(1) Includes costs related to leases, which at the commencement date, have a lease term of 12 months or less.
(2) Includes costs incurred by the Company for the right to use an underlying asset that vary because of changes in facts or circumstances occurring after the commencement date, other than the passage of time.

As part of the Company's continued cost savings initiatives, the Company is actively looking to terminate or sublease certain office spaces and call centers. These actions resulted in no operating lease impairment charges for the three months ended March 31, 2024 and 2023. Refer to Note 2. "Fair Value Measurements" for further details.

As of March 31, 2024, future minimum lease payments for operating leases consisted of the following:

(in thousands)		Operating Leases
Remainder of 2024	\$	6,904
2025		8,846
2026		7,762
2027		8,008
2028		7,033
Thereafter		20,445
Total lease payments	\$	58,998
Less: Imputed interest		(15,491)
Present value of lease liabilities	\$	43,507

Supplemental cash flow information related to leases are as follows:

(in thousands)		Three months ended Mar. 31,	
		2024	2023
<i>Cash paid for amounts included in the measurement of lease liabilities:</i>			
Operating cash flows from operating leases	\$	2,763	\$ 3,343

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

		Mar. 31,	
		2024	2023
Weighted average remaining lease term (in years)		7.0 years	7.6 years
Weighted average discount rate		9.0 %	8.1 %

11. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

In September 2020, three purported securities class action complaints were filed in the U.S. District Court for the Northern District of Illinois against the Company, certain of its officers and directors, and certain underwriters, private equity firms and investment vehicles alleging that the Registration Statement filed in connection with the IPO was negligently prepared and, as a result, contained untrue statements of material fact, omitted material facts necessary to make the statements contained therein not misleading and failed to make necessary disclosures required under the rules and regulations governing its preparation, including the Securities Act of 1933 (the "Securities Class Action"). Compensatory damages and reasonable costs and expenses incurred in the Securities Class Action were sought by the plaintiffs. On December 10, 2020, the court in the earliest filed action consolidated the three complaints, appointed lead plaintiffs and lead counsel for the consolidated action, and captioned the consolidated action "In re GoHealth, Inc. Securities Litigation." On February 25, 2021, lead plaintiffs filed a consolidated complaint. On April 26, 2021, the Company and officer and director defendants filed a motion to dismiss the complaint. On April 5, 2022, that motion was denied. On May 31, 2022, the Company and officer and director defendants filed an answer to the consolidated complaint and, on June 21, 2022, they filed an amended answer. On September 23, 2022, lead plaintiffs filed a motion for class certification, which has not been decided. In December 2023, the parties notified the court that they had reached an agreement in principle to settle the Securities Class Action. On February 7, 2024, the plaintiffs filed an application with the court seeking preliminary approval of the parties' proposed settlement, which application was granted by the court on February 27, 2024. The terms of the parties' proposed settlement agreement are contained in the settlement documents filed with the court on February 7, 2024. The settlement, if finally approved by the Court, will fully resolve the Securities Class Action. A hearing for final approval of the settlement is scheduled for May 22, 2024.

On May 19, 2021, a derivative action (the "Derivative Action") was filed in the U.S. District Court for the Northern District of Illinois, purportedly on behalf of the Company and against certain of the Company's officers and directors, alleging breaches of fiduciary duty and other claims, based on substantially the same factual allegations as in the Securities Class Action. On June 6, 2022, the Derivative Action was stayed pursuant to the parties' stipulation. The proposed settlement in the Securities Class Action will not resolve the Derivative Action. The Company is contesting the Derivative Action, but may pursue settlement negotiations, as it deems appropriate.

Although outcomes of these cases are uncertain until final disposition, the Company establishes an accrual for such matters when a loss is deemed to be probable and reasonably estimable. The Company previously disclosed that it recorded a \$ 12.0 million accrual for the Securities Class Action and the Derivative Action. On March 13, 2024, the Company paid \$ 10.5 million toward the Securities Class Action settlement. This payment was the remaining amount of the retention amount for which the Company was responsible under its applicable directors and officers liability insurance policies. The Company does not expect to

make any further contribution to the settlement amount in the Securities Class Action. The remaining settlement amount was paid by the Company's insurance carriers under the applicable insurance policies and pursuant to the terms of the proposed settlement. It is possible that actual future losses related to the Securities Class Action, to the extent the Court does not approve the proposed settlement, or the Derivative Action, will exceed the current accrual level.

12. RELATED PARTY TRANSACTIONS

The Company is party to various lease agreements with 214 W Huron LLC, 220 W Huron Street Holdings LLC, 215 W Superior LLC and Wilson Tech 5, LLC, each of which is controlled by significant shareholders of the Company, to lease its former corporate offices in Chicago, Illinois and offices in Lindon, Utah. The Company pays rent, operating expenses, maintenance and utilities under the terms of the leases. For both the three months ended March 31, 2024 and 2023 the Company made aggregate lease payments of \$ 1.5 million.

On January 1, 2020, the Company entered into a non-exclusive aircraft dry lease agreement with an entity wholly-owned and controlled by certain significant shareholders of the Company. The agreement allows the Company to use an aircraft owned by this entity for business and on an as-needed basis. The agreement has no set term and is terminable without cause by either party upon 30 days' prior written notice. Under the agreement, the Company is required to pay \$ 6,036.94 per flight hour for use of the aircraft. For the three months ended March 31, 2024 and 2023 the Company recorded no expense under the lease. The lease will terminate in the second quarter of fiscal year 2024.

13. RESTRUCTURING COSTS

During the second and third quarters of fiscal year 2022, the Company implemented restructuring initiatives as part of its strategic transformation to drive efficiency and optimize costs. On June 3, 2022, the Board approved the separation and replacement of key management roles, including Chief Operating Officer, Chief Financial Officer, Chief Strategy Officer, and President. On August 9, 2022, the Company eliminated 828 full-time positions, representing approximately 23.7 % of the workforce, primarily within the consumer care and enrollment group. The majority of the restructuring charges incurred relate to employee termination benefits and will be settled in cash through the second quarter of 2024. The restructuring activities related to this plan were materially complete as of December 31, 2022. The Company evaluates restructuring charges in accordance with ASC 420 *Exit or Disposal Cost Obligations* and ASC 712 *Compensation—Nonretirement Post-Employment Benefits*.

The Company incurred no restructuring and other related charges during the three months ended March 31, 2024 and 2023.

The following table provides the changes in the Company's restructuring and other related charges that will be settled in cash, included in accrued liabilities on the Condensed Consolidated Balance Sheets:

(in thousands)	Mar. 31,	
	2024	2023
Beginning balance	\$ 645	\$ 2,083
Charges incurred	—	—
Cash paid	(281)	(379)
Ending balance	\$ 364	\$ 1,704

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

This section presents management's perspective on our financial condition and results of operations. The following discussion and analysis is intended to highlight and supplement data and information presented elsewhere in this Quarterly Report on Form 10-Q, including the Condensed Consolidated Financial Statements and related Notes, and should be read in conjunction with the accompanying tables. To the extent that this discussion describes prior performance, the descriptions relate only to the periods listed, which may not be indicative of our future financial outcomes. In addition to historical information, this discussion contains forward-looking statements that involve risks, uncertainties and assumptions that could cause results to differ materially from management's expectations. Factors that could cause such differences are discussed in the section titled "Cautionary Note Regarding Forward-Looking Statements" in this Quarterly Report on Form 10-Q, and the sections titled "Cautionary Note Regarding Forward-Looking Statements," "Summary Risk Factors" and "Risk Factors" in our 2023 Annual Report on Form 10-K. The risks and uncertainties described in our 2023 Annual Report on Form 10-K are not the only risks and uncertainties we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also materially adversely affect our business, financial condition, or results of operations. We assume no obligation to update any of these forward-looking statements.

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

Overview

We are a leading health insurance marketplace and Medicare-focused digital health company whose purpose is to compassionately ensure consumers' peace of mind when making healthcare decisions so they can focus on living life. With a widely scalable end-to-end platform and substantial presence in the Medicare landscape, we believe we are uniquely positioned as a trusted partner to the 65 million Medicare-eligible Americans, as well as the 11,000 Americans becoming eligible each day, as they navigate one of life's most important purchasing decisions. For many of these consumers, enrolling in a health insurance plan is confusing and difficult and seemingly small differences between health plans may lead to significant out-of-pocket costs or lack of access to critical providers and medicines. We aim to simplify the process by offering education, comparison guidance, transparency and choice. This includes providing a large selection of leading health plan choices, advice informed by consumers' specific needs, transparency of health plan benefits and fit, assistance accessing available government subsidies and a high-touch consumer care team. We partner with health plans across the nation that provide access to high quality health plans across all 50 states.

Update on Business Trends and Strategy

GoHealth has evolved from a traditional Medicare enrollment company to a Medicare engagement company, focusing on forging high-quality relationships with our consumers. This shift emphasizes a more integrated and interactive approach to consumer care and reflects how our Encompass operating model, which is now operating at scale with all key health plan partners, puts the consumer at the center of all our activities including how we market, support enrollment activities, provide administrative services, utilize our proprietary technology and ultimately deliver a high-quality solution to those we serve. We believe our end-to-end Encompass model offers a differentiated way for Medicare beneficiaries to navigate the complex Medicare Advantage plan selection process and begin to utilize their new plan benefits with greater confidence.

The Encompass operating model supports all Medicare services, including agency and non-agency revenue. Agency revenue refers to the commission revenue and partner marketing and other revenue we receive when GoHealth agents or our independent network of outsourced agents enroll the consumer and submit the policy application to the health plan partner, becoming the agent of record. Non-agency revenue refers to services we provide that support enrollment and engagement activities in which GoHealth is not the agent of record. During the second quarter of 2023 we began offering these enrollment and engagement services to our external partners, which we refer to as our vConnect program. The non-agency model moves away from the agency structure in that cash is collected in advance or in close proximity to the point in time revenue is recognized.

The enrollment and engagement services offered through our non-agency model are strategically designed to enhance the consumer experience, reflecting our focus on building trusted, long-term relationships with our consumers. The growth of non-agency revenue period over period is a reflection of our evolution from a traditional Medicare enrollment company to a Medicare engagement company. For the three months ended March 31, 2024, non-agency revenue increased by \$40.9 million compared to the prior year period. Non-agency revenue grew from 27% of total Medicare revenue for the three months ended March 31, 2023 to 46% of total Medicare revenue for the three months ended March 31, 2024.

We continue to refine our Encompass operating model through investments in technology. Last year, we introduced PlanFit CheckUp, utilizing analytics from nearly thirty million consumer touchpoints and machine learning to help our licensed agents accurately match consumers with the best Medicare plans for their needs. PlanFit CheckUp enables consumers to regularly assess the appropriateness of their current plan through a data-driven customized process, guided by the trusted expertise of a licensed GoHealth agent. In addition to further developing PlanFit Checkups, we are investing in technologies like Customer 360.

Customer 360 provides a unified view of the consumer across every touchpoint to ensure high-quality, personalized service at every point of the consumer journey.

In the 2023 AEP we observed a unique set of market dynamics where for the first time in recent years the health plans on average made very little change to benefits, with many reducing benefits for the average Medicare consumer. As a result we observed higher shopping but lower switching. In response to these observed market dynamics, we enhanced our targeted marketing efforts to identify consumers in need of new health plan options.

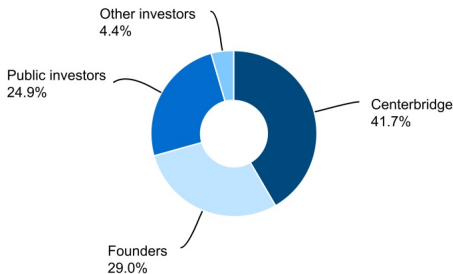
The introduction of the Centers for Medicare and Medicaid Services (“CMS”) Final 2025 Marketing Rule in April 2024 has implications for Medicare Advantage plans, potentially affecting benefit structures and necessitating more dynamic consumer shopping behaviors. As the landscape becomes more complex, we believe GoHealth’s role as a reliable guide becomes increasingly critical. We are analyzing the implications of the CMS Final Rule with our health plan partners and closely monitoring its effects on the Medicare landscape. Further discussion of how changes and developments in the laws and regulations governing the health insurance markets in the U.S. could materially affect our business, operating results, financial condition and qualified prospects is included under the heading “Item 1A. Risk Factors” in our 2023 Annual Report on Form 10-K.

Additionally, the Company made the strategic decision to exit its Non-Encompass BPO Services, or services in which we dedicate certain agents to specific health plan partners and agencies outside of the Encompass model, to focus on our core business. The exit was completed during the second quarter of 2023. During the three months ended March 31, 2024 and 2023, Non-Encompass BPO Services contributed zero and \$6.8 million of net revenue, respectively.

Ownership

GoHealth, Inc. is the sole managing member of GHH, LLC. Although we have a minority economic interest in GHH, LLC, we have the sole voting interest in, and control of the business and affairs of, GHH, LLC and its direct and indirect subsidiaries. As a result, GoHealth, Inc. consolidates GHH, LLC and records significant non-controlling interest in a consolidated entity in GoHealth, Inc.’s Condensed Consolidated Financial Statements for the economic interest in GHH, LLC held directly or indirectly by the Continuing Equity Owners. The weighted average ownership percentages for the applicable reporting periods are used to attribute net income (loss) and other comprehensive income (loss) to the Company and the non-controlling interest holders. The non-controlling interest holders’ weighted average ownership percentage for the three months ended March 31, 2024 and 2023 was 56.8% and 59.3%, respectively.

The percentage ownership of total shares of Class A and Class B common stock issued and outstanding as of March 31, 2024, is as follows:



The percentage of ownership noted above is inclusive of only Class A and Class B common stock issued and outstanding. It does not include the Series A redeemable convertible preferred stock or the impact of any conversion of such, should a conversion occur. For more information on the Series A redeemable convertible preferred stock, please refer to Note 5. “Stockholders’ Equity” of the Notes to Condensed Consolidated Financial Statements.

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

Results of Operations

The following is our consolidated results of operations for the three months ended March 31, 2024 and 2023:

(in thousands)	Three months ended Mar. 31,	
	2024	2023
Net revenues	185,600	183,158
Operating expenses:		
Revenue share	38,013	45,462
Marketing and advertising	52,775	45,743
Consumer care and enrollment	47,861	42,027
Technology	10,550	9,543
General and administrative	16,919	22,618
Amortization of intangible assets	23,514	23,514
Total operating expenses	189,632	188,907
Income (loss) from operations	(4,032)	(5,749)
Interest expense	17,951	16,891
Other (income) expense, net	(566)	(53)
Income (loss) before income taxes	(21,417)	(22,587)
Income tax (benefit) expense	(71)	(44)
Net income (loss)	(21,346)	(22,543)
Net income (loss) attributable to non-controlling interests	(12,130)	(13,364)
Net income (loss) attributable to GoHealth, Inc.	\$ (9,216)	\$ (9,179)
Non-GAAP financial measures:		
EBITDA	\$ 22,780	\$ 20,571
Adjusted EBITDA	\$ 26,894	\$ 28,778
Adjusted EBITDA margin	14.5 %	15.7 %

The following is our net revenues for the three months ended March 31, 2024 and 2023:

Net Revenues	Three months ended Mar. 31,		\$ Change	% Change
	2024	2023		
	\$ 185,600	\$ 183,158	\$ 2,442	1.3 %

The increase for the three months ended March 31, 2024 compared to the prior year period was primarily attributable to an increase in non-agency revenue, which includes the enrollment and engagement services offered through the Encompass Connect and Encompass Engage programs, partially offset by a decrease in agency revenue driven by a decline in Submissions for which GoHealth is the agent of record. The increase was further offset by a decrease in revenues associated with the strategic decision to exit our Non-Encompass BPO Services, which was completed during the second quarter of 2023.

The following are our key components of operating expenses and results thereof for the three months ended March 31, 2024 and 2023:

Revenue share	Three months ended Mar. 31,		\$ Change	% Change	% of Net Revenues	
	2024	2023			2024	2023
	\$ 38,013	\$ 45,462	\$ (7,449)	(16.4)%	20.5%	24.8%

The decrease for the three months ended March 31, 2024 compared to the prior year period was primarily driven by a decrease in Submissions generated by our independent network of outsourced agents, which decreased the amount of expense we recognized pursuant to our revenue-sharing agreements with our external partners. The decrease was partially offset by the launch of the vConnect program during the second quarter of 2023, which includes revenue-sharing components.

Marketing and advertising expense	Three months ended Mar. 31,		\$ Change	% Change	% of Net Revenues	
	2024	2023			2024	2023
	\$ 52,775	\$ 45,743	\$ 7,032	15.4 %	28.4%	25.0%

The increase for the three months ended March 31, 2024 compared to the prior year period was primarily attributable to enhancements in our targeted marketing efforts to identify consumers in need of new health plan options as well as an intentional pullback on marketing and advertising spend during the prior year period, partially offset by a decline in payments to our external marketing partners.

Consumer care and enrollment	Three months ended Mar. 31,				% of Net Revenues	
	2024	2023	\$ Change	% Change	2024	2023
	\$ 47,861	\$ 42,027	\$ 5,834	13.9 %	25.8%	22.9%

The increase for the three months ended March 31, 2024 was primarily attributable to an increased agent headcount compared to the prior year period.

Technology expense	Three months ended Mar. 31,				% of Net Revenues	
	2024	2023	\$ Change	% Change	2024	2023
	\$ 10,550	\$ 9,543	\$ 1,007	10.6 %	5.7%	5.2%

The increase for the three months ended March 31, 2024 was primarily attributable to an increased headcount in our technology support functions compared to the prior year period as we continue to invest in and enhance our technology to drive overall efficiency in our Encompass workflow and improve the consumer experience.

General and administrative expense	Three months ended Mar. 31,				% of Net Revenues	
	2024	2023	\$ Change	% Change	2024	2023
	16,919	22,618	\$ (5,699)	(25.2)%	9.1%	12.3%

The decrease for the three months ended March 31, 2024 compared to the prior year period was primarily attributable to a decrease in share-based compensation expense and a reduction of expenses related to legal fees.

Amortization of intangible assets	Three months ended Mar. 31,				% of Net Revenues	
	2024	2023	\$ Change	% Change	2024	2023
	23,514	23,514	\$ —	— %	12.7%	12.8%

Amortization of intangible assets expense was \$23.5 million for the three months ended March 31, 2024 and 2023. Amortization of intangible assets expense relates to the amortization of developed technology and customer relationships.

Interest expense	Three months ended Mar. 31,				% of Net Revenues	
	2024	2023	\$ Change	% Change	2024	2023
	17,951	16,891	\$ 1,060	6.3 %	9.7%	9.2%

The increase for the three months ended March 31, 2024 compared to the prior year period was primarily attributable to an increase in interest rates on our Term Loan Facilities.

Non-GAAP Financial Measures

We use supplemental measures of our performance that are derived from our consolidated financial information but which are not presented in our Condensed Consolidated Financial Statements prepared in accordance with GAAP. These non-GAAP financial measures include net income (loss) before interest expense, income tax (benefit) expense and depreciation and amortization expense, or EBITDA; Adjusted EBITDA; Adjusted EBITDA margin; Cash Adjusted EBITDA; Sales per Submission; Cost per Submission and Adjusted Gross Margin per Submission. Adjusted EBITDA is the primary financial performance measure used by management to evaluate the business and to monitor its results of operations. Cash Adjusted EBITDA is used by management to assess Adjusted EBITDA excluding the effect of LTV estimates period over period. Sales per Submission, Cost per Submission and Adjusted Gross Margin per Submission are key operating metrics used by management to understand the Company's underlying financial performance and trends.

Adjusted EBITDA represents, as applicable for the period, EBITDA as further adjusted for certain items summarized in the table furnished below. Adjusted EBITDA margin represents Adjusted EBITDA divided by net revenues. Cash Adjusted EBITDA represents Adjusted EBITDA plus a decrease or less an increase in the period over period change in our net contract assets. Sales per Submission represents Medicare Revenue per Submission as further adjusted for certain items summarized in the table furnished below within the Key Business Performance and Operating Metrics section. Cost per Submission represents Operating Expense per Submission as further adjusted for certain items summarized in the table furnished below within the Key

Business Performance and Operating Metrics section. Adjusted Gross Margin per Submission represents Sales per Submission less Cost per Submission.

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

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

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

Non-GAAP Financial Measures	Three months ended Mar. 31,	
	2024	2023
Net revenues	\$ 185,600	\$ 183,158
Net income (loss)	(21,346)	(22,543)
Interest expense	17,951	16,891
Income tax expense (benefit)	(71)	(44)
Depreciation and amortization expense	26,246	26,267
EBITDA	22,780	20,571
Share-based compensation expense (benefit) ⁽¹⁾	1,783	6,584
Legal fees ⁽²⁾	503	1,623
Severance costs ⁽³⁾	1,828	—
Adjusted EBITDA	\$ 26,894	\$ 28,778
Adjusted EBITDA Margin	14.5 %	15.7 %

(1) Represents non-cash share-based compensation expense (benefit) relating to equity awards as well as share-based compensation expense (benefit) relating to liability classified awards that will be settled in cash.

(2) Represents legal fees, settlement accruals and other expenses related to certain litigation, Credit Agreement amendments and other non-routine legal or regulatory matters as described in Note 4. "Long-Term Debt" and Note 11. "Commitments And Contingencies" of the Notes to Condensed Consolidated Financial Statements.

(3) Represents severance costs and associated fees associated with a reduction in workforce.

Adjusted EBITDA	Three months ended Mar. 31,				% of Net Revenues	
	2024	2023	\$ Change	% Change	2024	2023
	\$ 26,894	\$ 28,778	\$ (1,884)	6.5 %	14.5 %	15.7 %

The decrease for the three months ended March 31, 2024 compared to the prior year period was primarily due to investments in targeted marketing and other operating expenses, partially offset by a decrease in revenue share and an increase in net revenues.

The following table sets forth the reconciliations of Adjusted EBITDA to Cash Adjusted EBITDA for the periods presented:

(in thousands)	Three months ended Mar. 31,	
	2024	2023
Adjusted EBITDA	\$ 26,894	\$ 28,778
Beginning commissions receivable	911,697	1,031,433
Beginning commissions payable	(321,987)	(375,141)
Beginning net contract assets	589,710	656,292
Ending commissions receivable	843,127	936,804
Ending commissions payable	(296,549)	(329,435)
Ending net contract assets	546,578	607,369
(Increase)/decrease in contract assets	43,132	48,923
Cash Adjusted EBITDA	\$ 70,026	\$ 77,701

Cash Adjusted EBITDA	Three months ended Mar. 31,				% of Net Revenues	
	2024	2023	\$ Change	% Change	2024	2023
	\$ 70,026	\$ 77,701	\$ (7,675)	9.9 %	37.7 %	42.4 %

Cash Adjusted EBITDA decreased compared to the prior year period because of a decrease in Adjusted EBITDA, as described above, and a decrease in cash collected from our net contract assets as we continue to earn more non-agency revenue relative to agency revenue.

Key Business Performance and Operating Metrics

In addition to traditional financial metrics, we rely upon certain business and operating metrics to evaluate our business performance and facilitate our operations. Below are the most relevant business and operating metrics for our single operating and reportable segment, except for EBITDA, Adjusted EBITDA and Cash Adjusted EBITDA which are discussed above.

The following tables set forth the reconciliations of Medicare Revenue per Submission, Operating Expense per Submission, and Gross Margin per Submission to Sales per Submission, Cost Per Submission, and Adjusted Gross Margin per Submission for the periods indicated (unaudited):

	Three months ended Mar. 31,	
	2024	2023
Sales per Submission		
Medicare Revenue per Submission	\$ 856	\$ 794
Sales per Submission	\$ 856	\$ 794
Cost per Submission		
Operating Expense per Submission	\$ 877	\$ 884
Indirect operating expenses ⁽¹⁾	(235)	(261)
Exit of Non-Encompass BPO Services	—	(25)
Share-based compensation expense ⁽²⁾	(2)	(6)
Cost per Submission	\$ 640	\$ 592
Gross Margin per Submission ⁽³⁾	\$ (21)	\$ (90)
Adjusted Gross Margin per Submission ⁽⁴⁾	\$ 216	\$ 202

(1) Indirect operating expenses include technology, general and administrative, amortization of intangible assets, operating lease impairment charges and restructuring and other related charges.

(2) Share-based compensation expense included within marketing and advertising expenses and consumer care and enrollment expenses.

(3) Medicare Revenue per Submission less Operating Expense per Submission.

(4) Sales per Submission less Cost per Submission.

Submissions

Submissions are counted when an individual either (i) completes an application with our licensed agent that is submitted to the health plan partner and subsequently approved by the health plan partner during the indicated period, excluding applications through our Non-Encompass BPO Services or (ii) is transferred by our agent to the health plan partner through the Encompass marketplace during the indicated period. Not all Submissions will go into effect, as some individuals may fail to enroll or once enrolled may switch out of a policy within the disenrollment period during the first 90 days of the policy.

The following table presents the number of Submissions for the periods presented:

Submissions	Three months ended Mar. 31,		Change	% Change
	2024	2023		
	216,148	213,645	2,503	1.2 %

The increase for the three months ended March 31, 2024 compared to the prior year period was attributable to an increase in opportunities resulting from our focus on higher quality Submissions through targeted marketing efforts, as well as enhancements in training, technology and consumer retention strategies.

Sales Per Submission

Sales per Submission represents (x) the sum of (i) aggregate commissions estimated to be collected over the estimated life of all commissionable Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, health plan partner mix and expected policy persistency with applied constraints, excluding revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, (ii) Encompass revenue, and (iii) partner marketing and enrollment services, divided by (y) the number of Submissions for such period, as reported above. Aggregate commissions are equal to the sum of the commission revenue due upon the initial sale of a policy, and when applicable, an estimate of future renewal commissions per commissionable Submissions, and this figure excludes commissions through our Non-Encompass BPO Services. The estimate of the future renewal commissions is determined by using the contracted renewal commission rates constrained by a persistency-adjusted renewal period. The persistency-adjusted renewal period is determined based on our historical experience and available industry and health plan partner historical data. Persistency adjustments allow us to estimate renewal revenue only to the extent probable that a material reversal in revenue would not be expected to occur. These factors may result in varying values from period to period. Sales per Submission represents revenues only from policies sold during the period, but excludes policies originally submitted in prior periods.

The following table presents the Sales per Submission for the periods presented:

Sales Per Submission	Three months ended Mar. 31,		\$ Change	% Change
	2024	2023		
	\$ 856	\$ 794	\$ 62	7.8 %

The increase for the three months ended March 31, 2024 compared to the prior year period was driven by an increase in non-agency revenue, which includes the enrollment and engagement services offered through the Encompass Connect and Encompass Engage programs.

Sales/Cost of Submission and Cost Per Submission

Sales/Cost of Submission represents (x) the sum of (i) aggregate commissions estimated to be collected over the estimated life of all commissionable Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, health plan partner mix and expected policy persistency with applied constraints, excluding revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, and such expenses related to our Non-Encompass BPO Services, (ii) Encompass revenue, and (iii) partner marketing and enrollment services, divided by (y) the aggregate cost to convert prospects into Submissions (comprised of revenue share, marketing and advertising expenses and consumer care and enrollment expenses, excluding associated share-based compensation expense, the impact of revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, and such expenses related to our Non-Encompass BPO Services) for such period. The estimate of the future renewal commissions is determined by using the contracted renewal commission rates constrained by a persistency-adjusted renewal period. The persistency-adjusted renewal period is determined based on our historical experience and available industry and health plan partner historical data. Persistency adjustments allow us to estimate renewal revenue only to the extent probable that a material reversal in revenue would not be expected to occur. These factors may result in varying values from period to period. See "Risk Factors—Risks Related to Our Business—Our operating results may be adversely impacted by factors that impact our estimate of LTV" in our 2023 Annual Report on Form 10-K.

Cost per Submission refers to (x) the aggregate cost to convert prospects into Submissions during a particular period (comprised of revenue share, marketing and advertising expenses, and consumer care and enrollment expenses, excluding associated share-based compensation expense, the impact of revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, and such expenses related to our Non-Encompass BPO Services) divided by (y) either (i) a completed application with our licensed agent that is submitted to the insurance health plan partner and subsequently approved by the health plan partner during the indicated period, excluding applications through our Non-Encompass BPO Services or (ii) a transfer by our agent to the health plan partner through the Encompass marketplace during the indicated period.

The following are our Sales/Cost of Submission, Cost of Submission (in thousands) and Cost Per Submission for the three months ended March 31, 2024 and 2023.

	Three months ended Mar. 31,	
	2024	2023
Sales/Cost of Submission	1.3	1.3
Cost of Submission	\$ 138,250	\$ 126,402
Cost per Submission	\$ 640	\$ 592

Sales/Cost of Submission was 1.3 for both the three months ended March 31, 2024 and 2023. The increase in Cost of Submission and Cost per Submission for the three months ended March 31, 2024 compared to the prior year period was primarily attributable to an increased investment in our targeted marketing efforts and an increased agent headcount, partially offset by a decrease in cost of revenue.

Liquidity and Capital Resources

Overview

Our liquidity needs primarily include working capital and debt service requirements. At March 31, 2024, cash and cash equivalents totaled \$97.8 million. We believe that our current sources of liquidity, which include cash and cash equivalents and funds available under the Credit Facilities, as described further below, will be sufficient to meet our projected operating and debt service requirements for at least the next twelve months. Short-term liquidity needs will primarily be funded through the Revolving Credit Facilities, as described further below, if necessary. To the extent that our current liquidity is insufficient to fund future activities, we may need to raise additional funds, which may include the sale of equity securities or through debt financing arrangements. The incurrence of additional debt financing would result in debt service obligations and any future instruments governing such debt could provide for operating and financing covenants that could restrict our operations.

The following table presents a summary of cash flows for the three months ended March 31, 2024 and 2023:

(in thousands)	Three months ended Mar. 31,	
	2024	2023
Net cash provided by (used in) operating activities	\$ 12,512	\$ 20,479
Net cash provided by (used in) investing activities	(4,556)	(2,226)
Net cash provided by (used in) financing activities	(942)	(2,397)

Operating Activities

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

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

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

Net cash provided by operating activities was \$12.5 million for the three months ended March 31, 2024, compared to \$20.5 million for the three months ended March 31, 2023. The \$8.0 million decrease was primarily driven by working capital components. In the current year, the Company paid \$10.5 million toward the Securities Class Action settlement which is reflected in the decrease in accrued liabilities of \$10.9 million. Other significant changes in working capital include an increase in cash from commissions payable of \$20.3 million, accounts receivable of \$12.3 million and deferred revenue of \$11.2 million offset by a decrease in cash from commissions receivable of \$26.0 million, accounts payable of \$8.1 million, prepaid expense and other current assets of \$4.5 million and other liabilities of \$2.7 million.

Investing Activities

Net cash used in investing activities increased to \$4.6 million for the three months ended March 31, 2024, from \$2.2 million for the three months ended March 31, 2023. The increase was primarily driven by an increase in capitalized internal-use software related to new technology, software, and systems.

Financing Activities

Net cash used in financing activities was \$0.9 million for the three months ended March 31, 2024, compared to \$2.4 million for the three months ended March 31, 2023. The decrease was primarily driven by a \$1.4 million paydown of debt that did not occur in the first quarter of 2024.

Credit Facilities

Term Loan Facilities

As of March 31, 2024 and December 31, 2023, the Company had a principal amount of \$110.4 million, \$296.3 million and \$96.1 million outstanding under the Incremental Term Loan Facility, the 2021 Incremental Term Loans, and the 2021-2 Incremental Term Loans, respectively. The Term Loan Facilities' effective interest rates were 12.9% and 13.0% at March 31, 2024 and December 31, 2023, respectively.

During 2024 the Company is required to repay \$75.0 million in aggregate of borrowings under the Term Loan Facilities. The remaining unpaid balance on the Term Loan Facilities, together with all accrued and unpaid interest thereon, is due and payable on or prior to September 13, 2025. See Note 4, "Long-Term Debt," to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for additional information regarding the Company's Term Loan Facilities.

Revolving Credit Facilities

The Company had no amounts outstanding under the Revolving Credit Facilities as of both March 31, 2024 and December 31, 2023. The Revolving Credit Facilities have a remaining capacity of \$111.5 million and \$200.0 million in the aggregate as of March 31, 2024 and December 31, 2023, respectively. The Revolving Credit Facilities are separated into two classes of revolving commitments. After the adoption of Amendment No. 11 to the Credit Agreement, the New Class A Revolving Commitments mature on June 30, 2025 and bear interest at either ABR plus 5.5% per annum or SOFR plus 6.5% per annum. The Remaining Class B Revolving Commitments mature on September 13, 2024 and bear interest at either ABR plus 3.0% per annum or SOFR plus 4.0% per annum. See Note 4, "Long-Term Debt," to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for additional information regarding the Company's Revolving Credit Facilities.

Recent Accounting Pronouncements

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

Critical Accounting Policies and Estimates

The preparation of the Condensed Consolidated Financial Statements and related disclosures in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of revenues, expenses, assets, liabilities and the disclosure of contingent assets and liabilities. We regularly assess these estimates; however, actual amounts could differ from those estimates. The impact of changes in estimates is recorded in the period in which they become known.

An accounting policy is considered to be critical if the nature of the estimates or assumptions is material due to the levels of subjectivity and judgment necessary to account for highly uncertain matters or the susceptibility of such matters to change, and the effect of the estimates and assumptions on financial condition or operating performance. The accounting policies we believe to reflect our more significant estimates, judgments and assumptions that are most critical to understanding and evaluating our reported financial results are:

- Commission revenue recognition and commissions receivable;
- Share-based compensation;
- Intangible assets;
- Impairment of operating lease ROU assets;
- Liabilities pursuant to the TRA.

Our critical accounting policies are described under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates" in our 2023 Annual Report on Form 10-K. During the three months ended March 31, 2024, there were no material changes to our critical accounting policies from those discussed in our 2023 Annual Report on Form 10-K.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

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

ITEM 4. CONTROLS AND PROCEDURES

Limitations on Effectiveness of Controls and Procedures

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

Evaluation of Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Internal control over financial reporting is a process designed under the supervision of the Company's Chief Executive Officer and Chief Financial Officer, and effected by the Company's Board of Directors, management and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that:

1. Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company;
2. Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and
3. Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Our management conducted an evaluation of the effectiveness of our internal control over financial reporting as of March 31, 2024, utilizing the framework in Internal Control-Integrated Framework (2013) established by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission. Our internal control over financial reporting includes policies and procedures that are designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with GAAP. Based on this evaluation and those criteria, our management concluded that our internal control over financial reporting was effective as of March 31, 2024.

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

Changes in Internal Control over Financial Reporting

There were no changes in our internal controls over financial reporting identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the quarter ended March 31, 2024 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 1. LEGAL PROCEEDINGS.

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

ITEM 1A. RISK FACTORS.

We refer you to our 2023 Annual Report on Form 10-K for a discussion of the risk factors that affect our business and financial results. There have been no material changes in our risk factors from those disclosed in our 2023 Annual Report on Form 10-K.

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

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

ITEM 4. MINE SAFETY DISCLOSURES.

None.

ITEM 5. OTHER INFORMATION.

During the fiscal quarter ended March 31, 2024, none of our directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted, modified, or terminated a Rule 10b5-1 trading plan or a non-Rule 10b5-1 trading arrangement for our securities (as defined in Item 408(c) of Regulation S-K).

On May 8, 2024, GoHealth, Inc. (the "Company") and GoHealth Holdings, LLC signed an Amended and Restated Employment Agreement (the "Employment Agreement") with one of its named executive officers, Michael Hargis. The Employment Agreement updates the previous employment agreement entered into with Mr. Hargis in connection with his role as Chief Customer Experience Officer. The Employment Agreement states the base salary, bonus and shares of common stock issuable pursuant to restricted stock units that were established at the time he assumed the role of Chief Operating Officer on July 31, 2023 and have been previously described in the Executive Compensation Overview of the Company's Definitive Proxy Statement filed with the Securities and Exchange Commission on April 26, 2024. In addition, the Employment Agreement states that in the event of a termination of Mr. Hargis by the Company without cause or Mr. Hargis' resignation for good reason, Mr. Hargis will receive (i) one year of salary continuation, unless such termination occurs within twelve (12) months of a change in control, in which case the period is increased to two (2) years; (ii) the annual bonus for any completed fiscal year as of the date of termination that has not yet been paid as of the date of termination ("Prior Year Bonus"), if any, plus a pro-rated portion of the annual bonus for the year in which the date of termination occurs based on the number of months for which Mr. Hargis was employed during such year prior to the date of termination ("Pro-Rated Bonus"), unless such termination occurs within twelve (12) months of a change in control, in which case the severance bonus shall be equal to the sum of the Prior Year Bonus, if any, and the product of two (2) multiplied by the Pro-Rated Bonus; and (iii) reimbursement of one year of the Company's share of COBRA premium payments in an amount equal to what the Company pays for the health insurance premiums of other executive level employees at the Company, unless such termination occurs within twelve (12) months of a change in control, in which case the period is increased to two (2) years and (iv) twelve (12) months of continued vesting for any and all unvested Restricted Stock Units, Performance Stock Units, and/or options granted to Mr. Hargis that are scheduled to occur within twelve (12) months following Mr. Hargis' termination date; in each case subject to Mr. Hargis executing a release of claims in favor of the Company and complying with any restrictive covenants through the period of payment.

The foregoing summary of the terms of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the Employment Agreement, a copy of which is attached hereto as Exhibit 10.2.

ITEM 6. EXHIBITS.

Exhibit Index

Exhibit Number	Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Amended and Restated Certificate of Incorporation of GoHealth, Inc.	10-Q	001-39390	3.1	8/20/2020	
3.2	Amended and Restated Bylaws of GoHealth, Inc.	10-Q	001-39390	3.2	8/20/2020	
3.3	Certificate of Designations of Series A Convertible Perpetual Preferred Stock of GoHealth, Inc.	8-K	001-39390	3.1	9/26/2022	
3.4	Certificate of Designations of Series A-1 Convertible Non-Voting Perpetual Preferred Stock of GoHealth, Inc.	8-K	001-39390	3.2	9/26/2022	
4.1	Specimen Stock Certificate evidencing the shares of Class A common stock.	S-1	333-239287	4.1	6/19/2020	
10.1	Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024, among Norvax, LLC, as borrower, Blue Owl Capital Corporation, as administrative agent, collateral agent and required lenders.	10-K	001-39390	10.10	3/14/2024	
10.2#	Amended and Restated Employment Agreement signed May 8, 2024, by and among GoHealth, Inc., GoHealth Holdings, LLC, and Michael Hargis.					*
31.1	Certification of Chief Executive Officer pursuant to Exchange Act Rule 13a-14(a).					*
31.2	Certification of Chief Financial Officer pursuant to Exchange Act Rule 13a-14(a).					*
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350.					**
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.					**
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.					*
101.SCH	Inline XBRL Taxonomy Extension Schema Document					*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					*

* Filed herewith.

** Furnished herewith.

Indicates management contract or compensatory plan.

SIGNATURES

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

GoHealth, Inc.
(Registrant)

Date: May 9, 2024

By: /s/ Vijay Kotte
Vijay Kotte
Chief Executive Officer
(Principal Executive Officer)

Date: May 9, 2024

By: /s/ Jason Schulz
Jason Schulz
Chief Financial Officer
(Principal Financial and Accounting Officer)

Amended and Restated Employment Agreement

This Amended and Restated Employment Agreement (the “Agreement”), entered into as of May 1, 2024 is made by and between Michael Hargis (the “Executive”), GoHealth, Inc., a Delaware corporation (“GoHealth”), and GoHealth Holdings, LLC, a Delaware limited liability company (the “Partnership” and, together with GoHealth and any of the Affiliates of GoHealth and the Partnership as may employ the Executive from time to time, and any successor(s) thereto, the “Company”).

RECITALS

WHEREAS, the Executive has been employed as the Chief Customer Engagement Officer of the Company under that certain Employment Agreement by and between the Executive and the Company dated July 1, 2022 (the “Prior Agreement”);

WHEREAS, the Company and the Executive agree that as of July 31, 2023, Executive began serving as the Chief Operating Officer of the Company;

WHEREAS, the Company desires to assure itself of the continued services of the Executive by engaging the Executive to perform services under the terms hereof;

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

WHEREAS, the Company and the Executive desire to have the Agreement become effective, and supersede the Prior Agreement effective as of May 1, 2024 (the “Effective Date”).

AGREEMENT

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

1. Certain Definitions

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

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

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

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

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

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

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

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

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

(j) “Date of Termination” shall mean (i) if the Executive’s employment is terminated due to the Executive’s death, the date of the Executive’s death; (ii) if the Executive’s employment is terminated due to the Executive’s Disability, the date determined pursuant to Section 4(a)(ii); or (iii) if the Executive’s employment is terminated pursuant to Section 4(a)(iii)-(vi) either the date indicated in the Notice of Termination or the date specified by the Company pursuant to Section 4(b), whichever is earlier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Employment

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

(b) Term of Employment. The initial term of employment under this Agreement (the “Initial Term”) shall be for the period beginning on the Effective Date and ending on the third anniversary thereof, unless earlier terminated as provided in Section 4. The Initial Term shall automatically be extended for successive one year periods (each, an “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party hereto gives notice of non-extension of the Term to the other no later than ninety (90) days prior to the expiration of the then-applicable Term. For the avoidance of doubt, notice by the Executive of non-extension of the Term, without stated Good Reason and compliance with the notice, cure, and resignation requirements of the definition thereof, shall not constitute a resignation for Good Reason under Section 4(a)(v). For the further avoidance of doubt, notice by the Company of non-extension of the Term, without stated Cause and compliance with the notice and cure requirements of the definition thereof and subject to Section 4(b), shall constitute a termination without Cause under Section 4(a)(iv).

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

3. Compensation and Related Matters

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

(b) Annual Bonus. With respect to each Company fiscal year that ends during the Term, the Executive will be eligible to receive a cash bonus (the “Annual Bonus”), which shall payable based upon the attainment of individual and Company performance goals established by the Board in its sole discretion. Executives Annual Bonus shall be targeted at 80% of Executive’s Annual Base Salary. Each such Annual Bonus shall be payable, to the extent earned, on, or at such date as is determined by the Board within 120 days following, the last day of the fiscal year with respect to which it relates. Notwithstanding any other provision of this Section 3(b) except, and subject to Section 5(b), no bonus shall be payable with respect to any fiscal year unless the Executive remains continuously employed with the Company during the period beginning on the Effective Date and ending on the applicable bonus payment date.

(c) Initial Equity Award.

- (i) Subject to approval of the Board, the Company shall grant to the Executive equity-based compensation award of 100,000 Restricted Stock Units (“the RSU Award”) This equity award, if approved by the Committee, will be

issued on the first business day of the month following the month in which the Committee approves the award, (in either case the "Effective Date").

- (ii) Subject to the Executive's continued service with the Company through the applicable vesting date, the RSU Award shall vest one-third (1/3) of the shares underlying such Award, on each of the first three anniversaries of the Effective Date. The terms and conditions of each Award shall be set forth in one or more separate award agreement(s) in a form(s) prescribed by the Company, to be entered into by the Company and the Executive (the "Award Agreements"). Except as otherwise specifically provided in this Agreement, each Award shall be governed in all respects by the terms of and conditions of the Company's incentive award plan under which the Award is granted and the applicable Award Agreement.

(d) Benefits. During the Term, the Executive shall be eligible to participate in employee benefit plans, programs and arrangements of the Company in accordance with their terms, as in effect from time to time, and as are generally provided by the Company to its senior executive officers.

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

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

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

(a) Circumstances

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

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

(iii) Termination for Cause. The Company may terminate the

Executive's employment for Cause.

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

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

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

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

5. Company Obligations Upon Termination of Employment

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

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

(i) Continue to pay the Executive's Annual Base Salary during the period beginning on the Date of Termination and ending on the one (1) year anniversary of the Date of Termination (the "Severance Period") in accordance with the Company's regular payroll practice as of the Date of Termination. Notwithstanding the foregoing, in the event that within twelve (12) months of a Change of Control of the Company, the Executive is terminated by the Company without Cause pursuant to Section 4(a)(iv) or by the Executive for Good Reason pursuant to Section 4(a)(v) (a "Change of Control Termination"), then the Company shall continue to pay the Executive's Annual Base Salary during the period beginning on the Date of Termination and ending on the two (2) year anniversary of the Date of Termination (the "Change of Control Severance Period"); and

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

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

immediately cease.

(iv) Upon Executive's involuntary termination Without Cause as defined in Paragraph 4 (iv) or upon Executive's Resignation for Good Reason as defined in Paragraph 4 (v), any vesting event for any and all unvested Restricted Stock Units, Performance Stock Units, and/or options granted to the Executive that are scheduled to occur within twelve (12) months following Executive's termination date shall still occur. However any and all Restricted Stock Units, Performance Stock Units, and/or options scheduled to vest after twelve (12) months following Executive's termination date shall be forfeited.

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

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

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

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

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

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

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

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

(a) If to the Company:

GoHealth Holdings, LLC
222 W. Merchandise Mart
Plaza, Ste. 1750 Chicago,
Illinois 60654
Attention: Chief Legal Officer or General Counsel

Copy to:

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022-4802
Attn: Bradd L. Williamson
Facsimile: (212) 751-4864

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

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

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

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

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

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

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

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

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

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

21. Section 409A.

(a) General. The parties hereto acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable hereunder will be immediately taxable to Executive under Section 409A, the Company reserves the right (without any obligation to do so or to indemnify Executive for failure to do so) to (i) adopt such amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company determines to be necessary or appropriate to preserve the

intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Company and/or (ii) take such other actions as the Company determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes thereunder. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from Executive or any other individual to the Company or any of its Affiliates, employees or agents.

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

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

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

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

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

[Signature pages follow]

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

GOHEALTH

GOHEALTH, INC.

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

PARTNERSHIP

GOHEALTH HOLDINGS, LLC

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

Signature Page to the
Employment Agreement for Michael Hargis

EXECUTIVE

By: /s/ Michael Hargis
Michael Hargis

Residence Address:

Signature Page to the
Employment Agreement for Michael Hargis

EXHIBIT A

RESTRICTIVE COVENANTS AGREEMENT

THIS RESTRICTIVE COVENANTS AGREEMENT ("Agreement"), dated as of March 4, 2024, is made between GoHealth, Inc. ("GoHealth"), GoHealth Holdings, LLC, a Delaware limited liability company (the "Partnership" and, together with GoHealth and any subsidiaries, parent companies or affiliates of GoHealth or the Partnership, the "Company"), and Michael Hargis (the "Executive"), a resident of the State of Arizona.

RECITALS

A. The Company and the Executive have entered into that certain Amended and Restated Employment Agreement dated the date hereof (the "Employment Agreement").

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

AGREEMENT

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

1. Confidential Information; Non-Disclosure.

a. Non-Use and Non-Disclosure of Confidential Information.

Executive acknowledges that Executive currently holds and has access to proprietary and confidential information of the Company and its subsidiaries. Executive hereby covenants and agrees that neither Executive nor any of Executive's Affiliates (as hereinafter defined) will, at any time, divulge, furnish or make accessible to anyone or use in any way other than in the ordinary course of the business of the Company or its subsidiaries, any confidential, proprietary or secret knowledge or information of the Company that Executive has acquired or shall acquire about the Company or its subsidiaries, whether developed by Executive or by others, including, without limitation, knowledge or information concerning (i) any trade secrets, (ii) any confidential, proprietary or secret designs, programs, processes, formulae, plans, devices or material (whether or not patented or patentable) directly or indirectly useful in any aspect of the business of the Company or its subsidiaries, (iii) any customer or supplier lists, (iv) any confidential, proprietary or secret development or research work, (v) any strategic or other business, marketing or sales plans, (vi) any financial data or plans, or (vii) any other confidential or proprietary information or secret aspects of the business of the Company or its subsidiaries. Executive acknowledges that the above-described knowledge and information constitutes a unique and valuable asset of the Company and its subsidiaries and represents a substantial investment of time and expense by the

Company and its subsidiaries, and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Company or its subsidiaries would be wrongful and may cause irreparable harm to the Company and its subsidiaries ("Confidential Information"). Executive shall take reasonable steps to protect the confidentiality of all Confidential Information. The foregoing obligations of confidentiality shall not apply to any knowledge or information that (i) is now or subsequently becomes generally publicly known, other than as a result of the breach of this Agreement, (ii) is independently made available to Executive in good faith by a third party who has not violated a confidential relationship with the Company or any of its subsidiaries, or (iii) is required to be disclosed by law or legal process. Executive understands and agrees that his obligations under this Agreement to maintain the confidentiality of the Company's and its subsidiaries' Confidential Information are in addition to any obligations of Executive under applicable statutory or common law. For purposes of this Agreement, "Affiliate" shall mean any person or entity directly or indirectly controlled by the Executive.

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

c. Exceptions; Notice of Legal Obligation to Disclose. Nothing in this Agreement prohibits Executive from filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or otherwise cooperating with any governmental agency or from making other disclosures that are protected under the whistleblower provisions of applicable law or regulation. Further, nothing herein prevents Executive from disclosing Confidential Information if and to the extent required pursuant to any valid subpoena, court order, or other legal obligation; provided, however, Executive agrees to provide prompt written notice of any such subpoena, court order, or other legal obligation prior to disclosing any Confidential Information (unless such notice to the Company is prohibited by applicable law), enclosing a copy of the subpoena, court order or other documents describing the legal obligation. In the event that the Company objects to the disclosure of Confidential Information, by way of a motion to quash or otherwise, Executive agrees to not disclose any Confidential Information while any such objection is pending.

d. Defend Trade Secrets Act Disclaimer. In compliance with the requirements of the Defend Trade Secrets Act, Executive understands that: (i) Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (ii) Executive will not be held criminally or civilly liable under any federal or state trade secret law

for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (iii) if Executive files a lawsuit for retaliation by Company for reporting a suspected violation of law, Executive may disclose trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

2. Noncompetition and Non-solicitation Covenants.

a. Agreement Not to Compete. Except for Executive's direct and indirect ownership of the Company, for a period starting as of the date hereof and ending on such date which is one (1) year after Executive's Date of Termination (as defined in the Employment Agreement) or, in the event of a Change of Control Termination (as defined in the Employment Agreement), such date which is two (2) years after Executive's Date of Termination (the "Restricted Period"), Executive shall not, directly or indirectly, own, invest in, lend money to, acquire or hold any interest in, render services to, act as agent for, or otherwise engage in any business, in the United States or in any other location in which the Company is then doing business, that is competitive with any business conducted by or under active consideration by the Company or its subsidiaries at any time during the period that the Executive is an employee, director or direct or indirect shareholder of the Company or any of its subsidiaries (the "Protected Business"), it being acknowledged by Executive that the Protected Business includes the design, sale, marketing, or distribution of the Company's and its subsidiaries' products and services. Ownership by Executive, as a passive investment, of less than two percent (2%) of the outstanding shares of capital stock of any corporation listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of this Section 2(a).

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

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

otherwise adversely change its relationship with the Company or its subsidiaries as it relates, directly or indirectly, to the Protected Business.

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

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

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

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

4. Ownership of Inventions.

a. Inventions. Subject to the limitations in Section 4(c) below, the Company will own all rights, title and interest in and to (i) any invention, innovation, manufacturing process, trade secret, design, idea or improvement related, directly or indirectly, to the Company's business, or any part thereof, and (ii) all copyrights, patents, trademarks and trade names which Executive develops or creates, in whole or in part in the course of Executive's employment or engagement with the Company (referred to as "Inventions"). Subject to the limitations in Section 4(c) below, Executive will, and hereby does, assign to the Company, without requirement of further writing and without royalty or any other further consideration, my entire right, title and interest throughout the world in and to all Inventions created, conceived, made, developed, and/or reduced to practice by Executive in the course of Executive's employment or engagement with the Company and all intellectual property rights therein. Executive will promptly tell the Company about and give the Company all information relating to any such Inventions. Executive acknowledges that all original works of authorship which are made by Executive (solely or jointly with others) within the scope of Executive's employment or engagement with the Company and which are eligible for copyright protection are "works made for hire" as that term

is defined in the United States Copyright Act (17 U.S.C., Section 101). Executive hereby waives, and agrees to waive, any moral rights Executive may have in any copyrightable work Executive creates or has created on behalf of the Company. Executive will make and maintain adequate and current written records of all Inventions covered by this Section 4(a). These records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, notebooks and any other format. These records shall be and remain the property of the Company at all times and shall be made available to the Company at all times.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Company: GoHealth Holdings, LLC
222 W. Merchandise
Mart Plaza, Ste. 1750
Chicago, IL 60654

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

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

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

****[Signature Pages Follow]****

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

GOHEALTH, INC.

By: /s/ Vijay Kotte
Name: Vijay Kotte
Its: Chief Executive Officer

GOHEALTH HOLDINGS, LLC

By: /s/ Vijay Kotte
Name: Vijay Kotte
Its: Chief Executive Officer

EXECUTIVE

/s/ Michael Hargis
Michael Hargis

Certification

I, Vijay Kotte, certify that:

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

Date: May 9, 2024

By: /s/ Vijay Kotte

Vijay Kotte
Chief Executive Officer
(Principal Executive Officer)

Certification

I, Jason Schulz, certify that:

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

Date: May 9, 2024

By: /s/ Jason Schulz

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

**Certification Pursuant to
18 U.S.C. Section 1350, as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of GoHealth, Inc. (the "Company") for the period ended March 31, 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, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 9, 2024

By: /s/ Vijay Kotte

Vijay Kotte
Chief Executive Officer
(Principal Executive Officer)

**Certification Pursuant to
18 U.S.C. Section 1350, as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of GoHealth, Inc. (the "Company") for the period ended March 31, 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, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 9, 2024

By: /s/ Jason Schulz

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