

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

**FORM S-8**  
**REGISTRATION STATEMENT**

*Under*  
*The Securities Act of 1933*

**EHEALTH, INC.**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**440 East Middlefield Road**  
**Mountain View, California 94043**  
(Address of principal executive offices)

**56-2357876**  
(I.R.S. Employer  
Identification Number)

**eHealth, Inc.**  
**2014 Equity Incentive Plan**  
(Full title of the Plan)

**Scott Giesler**  
**General Counsel and Secretary**  
**eHealth, Inc.**  
**440 East Middlefield Road**  
**Mountain View, California 94043**  
**(650) 584-2700**  
(Name, address, and telephone number, including area code, of agent for service)

*Copies to:*

**Patrick J. Schultheis**  
**Wilson Sonsini Goodrich & Rosati**  
**Professional Corporation**  
**650 Page Mill Road**  
**Palo Alto, CA 94304-1050**  
**(650) 493-9300**

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

Large accelerated filer ☐

Accelerated filer ☒

Non-accelerated filer ☐ (Do not check if a smaller reporting company)

Smaller reporting company ☐

**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock (\$0.001 par value) To be issued under the 2014 Equity Incentive Plan	4,500,000 <sup>(1)</sup>	\$35.26 <sup>(2)</sup>	\$158,670,000	\$20,436.70 <sup>(3)</sup>

- (1) Pursuant to Rule 416 under the Securities Act, this Registration Statement shall also cover any additional shares of the registrant's common stock that become issuable under the registrant's 2014 Equity Incentive Plan by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the registrant's receipt of consideration that results in an increase in the number of the registrant's outstanding shares of common stock.
- (2) This calculation is made solely for the purpose of determining the registration fee pursuant to the provisions of Rule 457(c) and (h) under the Securities Act of 1933, as amended, and is based on the average of the high and low prices per share of the registrant's common stock on the Nasdaq Global Market as of a date (June 10, 2014) within five business days prior to filing this Registration Statement.
- (3) Amount of registration fee was calculated pursuant to Section 6(b) of the Securities Act of 1933, which provides that the fee shall be \$128.80 per \$1,000,000 of the proposed maximum aggregate offering price of the securities proposed to be offered.

**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference.**

The following documents filed with the Securities and Exchange Commission are hereby incorporated by reference in this Registration Statement:

- The registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2013, filed with the Commission on March 12, 2014;
- All other reports filed with the Commission pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), since the end of the fiscal year covered by the registrant's Annual Report referred to above; and
- The description of the registrant's common stock set forth in the Registration Statement on Form 8-A filed with the Commission on October 10, 2006, including any amendments or reports filed for the purpose of updating such description.

All documents filed by the registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date hereof and prior to the filing of a post-effective amendment which indicates that all of the securities offered hereby have been sold or which deregisters all of the securities covered hereby then remaining unsold, shall also be deemed to be incorporated by reference into this Registration Statement and to be a part hereof commencing on the respective dates on which such documents are filed.

Any statement incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

Section 145 of the Delaware General Corporation Law permits a corporation to include in its charter documents, and in agreements between the corporation and its directors and officers, provisions expanding the scope of indemnification beyond that specifically provided by the current law. The registrant's certificate of incorporation includes provisions that eliminate the personal liability of its directors for monetary damages for breach of fiduciary duty as directors and provisions that permit the registrant to indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding by reason of the fact that such person is or was a director, officer, employee or agent at the request of the registrant or serves or served at any other enterprise as a director, officer, employee or agent at the request of the registrant. The registrant's bylaws provide for the indemnification to the fullest extent permitted by Delaware law of officers, directors and third parties involved in a proceeding by reason of the fact that such person is or was a director or officer of the registrant or is or was serving at the registrant's request as a director, officer or trustee of another corporation, partnership, joint venture, trust or other enterprise and the advancement to such officers, directors and third parties of expenses incurred in connection with defending such a proceeding.

The registrant has entered into indemnification agreements with its officers and directors. The indemnification agreements provide the registrant's officers and directors with further indemnification to the maximum extent permitted by the Delaware General Corporation Law and also provides for certain additional procedural protections. The registrant currently maintains a directors' and officers' liability insurance policy to insure such persons against certain liabilities.

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**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

See Index to Exhibits.

**Item 9. Undertakings.**

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post effective amendment to this Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Mountain View, State of California on June 11, 2014.

**EHEALTH, INC.**

By: /s/ Gary L. Lauer

Gary L. Lauer

*Chairman of the Board and*

*Chief Executive Officer*

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## POWER OF ATTORNEY

**KNOW ALL PERSONS BY THESE PRESENTS**, that each person whose signature appears below hereby constitutes and appoints, jointly and severally, Gary L. Lauer and Stuart M. Huizinga, and each of them, as his or her attorneys-in-fact, with full power of substitution and resubstitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments), and any and all registration statements filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with or related to the offering contemplated by this Registration Statement and its amendments, if any, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorney to any and all amendments to said registration statement.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Gary L. Lauer</u> Gary L. Lauer	Chief Executive Officer and Director (Principal Executive Officer)	June 11, 2014
<u>/s/ Stuart M. Huizinga</u> Stuart M. Huizinga	Chief Financial Officer (Principal Financial and Accounting Officer)	June 11, 2014
<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ William Shaughnessy</u> William Shaughnessy	President, Chief Operating Officer and Director	June 11, 2014
<u>/s/ Scott N. Flanders</u> Scott N. Flanders	Director	June 11, 2014
<u>/s/ Michael D. Goldberg</u> Michael D. Goldberg	Director	June 11, 2014
<u>/s/ Lawrence M. Higby</u> Lawrence M. Higby	Director	June 11, 2014
<u>/s/ Randall S. Livingston</u> Randall S. Livingston	Director	June 11, 2014
<u>/s/ Jack L. Oliver III</u> Jack L. Oliver III	Director	June 11, 2014
<u>/s/ Ellen O. Tauscher</u> Ellen O. Tauscher	Director	June 11, 2014

## INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Exhibit Title</u>
4.1	Amended and Restated Certificate of Incorporation of the registrant ( <i>incorporated herein by reference to Exhibit 3.1.1 of the registrant's Registration Statement on Form S-1 (No. 333-133526) filed April 25, 2006</i> )
4.2	Amended and Restated Bylaws of registrant ( <i>incorporated herein by reference to Exhibit 3.1 of the registrant's Current Report on Form 8-K (No. 001-33071) filed November 17, 2008</i> )
4.3	2014 Equity Incentive Plan ( <i>incorporated herein by reference to Appendix B to the registrant's Definitive Proxy Statement (No. 001-33071) filed April 28, 2014</i> )
4.4	Form of Notice of Stock Option Grant and Stock Option Agreement under the 2014 Equity Incentive Plan
4.5	Form of Notice of Stock Unit Grant and Stock Unit Agreement under the 2014 Equity Incentive Plan
4.6	Form of Notice of Stock Unit Grant and Stock Unit Agreement (Initial Director Grant) under the 2014 Equity Incentive Plan
4.7	Form of Notice of Stock Unit Grant and Stock Unit Agreement (Annual Director Grant) under the 2014 Equity Incentive Plan
4.8	Form of Notice of Stock Option Grant and Stock Option Agreement (People's Republic of China) under the 2014 Equity Incentive Plan
4.9	Form of Notice of Stock Unit Grant and Stock Unit Agreement (People's Republic of China) under the 2014 Equity Incentive Plan
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, P.C., as to legality of securities being registered
23.1	Consent of Independent Registered Public Accounting Firm
23.2	Consent of Wilson Sonsini Goodrich & Rosati, P.C. ( <i>included in Exhibit 5.1 to this Registration Statement</i> )
24.1	Power of Attorney ( <i>included on signature page</i> )

**EHEALTH, INC. 2014 EQUITY INCENTIVE PLAN  
NOTICE OF STOCK OPTION GRANT**

You have been granted the following option to purchase shares of the Common Stock of eHealth, Inc. (the “Company”):

Name of Optionee:	«FIRSTNAME» «LASTNAME»
Total Number of Shares:	«SHARESGRANTED»
Type of Option:	«AWARDDTYPE» Nonstatutory Stock Option
Exercise Price per Share:	«GRANTPRICE»
Date of Grant:	«AWARDDATE»
Vesting Commencement Date:	«VESTINGSTARTDATE»
Vesting Schedule:	This option becomes exercisable with respect to the first 25% of the shares subject to this option when you complete 12 months of continuous “Service” (as defined in the Plan) from the Vesting Commencement Date above. Thereafter, this option becomes exercisable with respect to an additional 1/48th of the shares subject to this option when you complete each month of Service.
Expiration Date:	«EXPIRATIONDATE». This option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement.

You and the Company agree that this option is granted under, and governed by the terms and conditions of, the 2014 Equity Incentive Plan (the “Plan”) and the Stock Option Agreement, both of which are attached to and made a part of this document.

You further agree that the Company may deliver by email all documents relating to the Plan or this option (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by email.

<b>OPTIONEE:</b>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> «FIRSTNAME» «LASTNAME»	<b>EHEALTH, INC.</b>  By: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Title: Chief Executive Officer
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**eHEALTH, INC. 2014 EQUITY INCENTIVE PLAN**  
**STOCK OPTION AGREEMENT**

<b>Tax Treatment</b>	This option is intended to be an incentive stock option under Section 422 of the Internal Revenue Code or a nonstatutory stock option, as provided in the Notice of Stock Option Grant.
<b>Vesting</b>	This option becomes exercisable in installments, as shown in the Notice of Stock Option Grant. This option will in no event become exercisable for additional shares after your Service has terminated for any reason.
<b>Term</b>	This option expires in any event at the close of business at Company headquarters on the day before the 7 <sup>th</sup> anniversary of the Date of Grant, as shown in the Notice of Stock Option Grant. (It will expire earlier if your Service terminates, as described below.)
<b>Regular Termination</b>	If your Service terminates for any reason except death or “Total and Permanent Disability” (as defined in the Plan), then this option will expire at the close of business at Company headquarters on the date three months after your termination date. The Company determines when your Service terminates for this purpose.
<b>Death</b>	If you die before your Service terminates, then this option will expire at the close of business at Company headquarters on the date 12 months after the date of death.
<b>Disability</b>	If your Service terminates because of your Total and Permanent Disability, then this option will expire at the close of business at Company headquarters on the date 12 months after your termination date.
<b>Leaves of Absence and Part-Time Work</b>	<p>For purposes of this option, your Service does not terminate when you go on a military leave, a sick leave or another <i>bona fide</i> leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.</p> <p>To the extent this option is an incentive stock option, no such leave may exceed three (3) months (the “Maximum Leave Period”), unless your reemployment upon expiration of such leave is guaranteed by statute or contract. If your reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then three (3) months following the day after the end of the Maximum Leave Period any part of this option intended to be an incentive stock option will cease to be treated as an incentive stock option and will be treated for tax purposes as a nonstatutory stock option.</p>



If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.

**Restrictions on Exercise**

The Company will not permit you to exercise this option if the issuance of shares at that time would violate any applicable law or regulation, as determined by the Company.

**Notice of Exercise**

When you wish to exercise this option, you must notify the Company by filing the proper "Notice of Exercise" form at the address given on the form. Your notice must specify how many shares you wish to purchase. Your notice must also specify how your shares should be registered. The notice will be effective when the Company receives it.

If someone else wants to exercise this option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

**Form of Payment**

When you submit your notice of exercise, you must include payment of the option exercise price for the shares that you are purchasing. To the extent permitted by applicable law, payment may be made in one (or a combination of two or more) of the following forms:

- Your personal check, a cashier's check or a money order.
- Certificates for shares of Company stock that you own, along with any forms needed to effect a transfer of those shares to the Company. However, the Company's consent is required for this alternative. The value of the shares, determined as of the effective date of the option exercise, will be applied to the option exercise price. Instead of surrendering shares of Company stock, you may attest to the ownership of those shares on a form provided by the Company and have the same number of shares subtracted from the option shares issued to you.
- Irrevocable directions to a securities broker approved by the Company to sell all or part of your option shares and to deliver to the Company from the sale proceeds an amount sufficient to pay the option exercise price and any withholding taxes. The balance of the sale proceeds, if any, will be delivered to you.

<b>Withholding Taxes and Stock Withholding</b>	You will not be allowed to exercise this option unless you make arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the option exercise. With the Company’s consent, these arrangements may include withholding shares of Company stock that otherwise would be issued to you when you exercise this option with a Fair Market Value equal to the minimum amount statutorily required to be withheld.
<b>Restrictions on Resale</b>	You agree not to sell any option shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
<b>Transfer of Option</b>	<p>Prior to your death, only you may exercise this option. You cannot transfer or assign this option. For instance, you may not sell this option or use it as security for a loan. If you attempt to do any of these things, this option will immediately become invalid. You may, however, dispose of this option in your will or a beneficiary designation.</p> <p>Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse’s interest in your option in any other way.</p>
<b>Retention Rights</b>	Your option or this Agreement does not give you the right to be retained by the Company or a subsidiary of the Company in any capacity. The Company and its subsidiaries reserve the right to terminate your Service at any time, with or without cause.
<b>Stockholder Rights</b>	You, or your estate or heirs, have no rights as a stockholder of the Company until you have exercised this option by giving the required notice to the Company and paying the exercise price. No adjustments are made for dividends or other rights if the applicable record date occurs before you exercise this option, except as described in the Plan.
<b>Adjustments</b>	In the event of a stock split, a stock dividend or a similar change in Company stock, the number of shares covered by this option and the exercise price per share will be adjusted pursuant to the Plan.
<b>Applicable Law</b>	This Agreement will be interpreted and enforced under the laws of the State of California (without regard to their choice-of-law provisions).

**The Plan and  
Other Agreements**

The text of the Plan is incorporated in this Agreement by reference.

This Agreement and the Plan constitute the entire understanding between you and the Company regarding this option. Any prior agreements, commitments or negotiations concerning this option are superseded. This Agreement may be amended only by another written agreement between the parties.

**BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE  
TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.**

**EHEALTH, INC. 2014 EQUITY INCENTIVE PLAN  
NOTICE OF STOCK UNIT GRANT**

You have been granted the following Stock Unit award covering shares of the Common Stock of eHealth, Inc. (the “Company”). Each Unit is equivalent to one share of Common Stock of the Company (a “Share”) for purposes of determining the number of Shares subject to this award. None of the restricted Stock Units will be issued (nor will you have the rights of a stockholder with respect to the underlying shares) until the vesting conditions described below are satisfied. Additional terms of this grant are as follows:

Name of Participant:                   «FIRSTNAME» «LASTNAME»

Total Number of Shares:           «SHARESGRANTED»

Date of Grant:                         «AWARDDATE»

Vesting Commencement Date:       «VESTINGSTARTDATE»

Vesting Schedule:                   One-fourth of the Shares covered by this award shall vest on each anniversary of the Vesting Commencement Date, such that this award shall be 100% vested on the fourth anniversary of the Vesting Commencement Date, subject to your continued Service through each vesting date.

You and the Company agree that this Stock Unit award is granted under, and governed by the terms and conditions of, the 2014 Equity Incentive Plan (the “Plan”) and the Stock Unit Award Agreement, both of which are attached to and made a part of this document.

You further agree that the Company may deliver by email all documents relating to the Plan or this award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by email.

**PARTICIPANT:**

**EHEALTH, INC.**

\_\_\_\_\_  
«FIRSTNAME» «LASTNAME»

By: \_\_\_\_\_

Title: Chief Executive Officer

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**eHealth, Inc. 2014 Equity Incentive Plan**

**Stock Unit Agreement**

<b>Grant</b>	The Company hereby grants you an award of restricted Stock Units (“RSUs”), as set forth in the Notice of Stock Unit Grant (the “Notice of Grant”) and subject to the terms and conditions in this Agreement and the Company’s 2014 Equity Incentive Plan (the “Plan”). Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Stock Unit Agreement.
<b>Company’s Obligation</b>	Each RSU represents the right to receive a share of Stock (a “Share”) on the vesting date. Unless and until the RSUs vest, you will have no right to receive Shares under such RSUs. Prior to actual distribution of Shares pursuant to any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Settlement of any vested RSUs shall be made in whole Shares only.
<b>Vesting</b>	Subject to the next paragraph (Forfeiture upon Termination of Service), the RSUs awarded by this Agreement will vest according to the vesting schedule specified in the Notice of Grant. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Grant may be adjusted in accordance with the Company’s part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
<b>Forfeiture upon Termination of Service</b>	Notwithstanding any contrary provision of this Agreement or the Notice of Grant, if you terminate Service for any or no reason prior to vesting, the unvested RSUs awarded by this Agreement will thereupon be forfeited at no cost to the Company.
<b>Leaves of Absence</b>	For purposes of this RSU, your Service does not terminate when you go on a military leave, a sick leave or another <i>bona fide</i> leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Grant may be adjusted in accordance with the Company’s leave of absence policy or the terms of your leave.
<b>Payment after Vesting</b>	Any RSUs that vest hereunder will be paid to you (or in the event of your death, to your estate) in Shares. Subject to any payment delay required under the following paragraph, such vested RSUs shall be paid

in whole Shares as soon as practicable after vesting, but in each such case within sixty (60) days following the vesting date. In no event will you be permitted, directly or indirectly, to specify the taxable year of payment of any RSUs payable under this Agreement.

Notwithstanding anything in the Plan or this Agreement or any other agreement (whether entered into before, on or after Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with your termination of Service (provided that such termination is a “separation from service” within the meaning of Section 409A, as determined by the Company), other than due to your death, and if (x) you are a “specified employee” within the meaning of Section 409A at the time of such termination of Service and (y) the payment of such accelerated RSUs will result in the imposition of additional tax under Section 409A if paid to you on or within the six (6) month period following your termination of Service, then the payment of such accelerated RSUs will not be made until the date six (6) months and one (1) day following the date of your termination of Service, unless you die following your termination of Service, in which case, the RSUs will be paid in Shares to your estate as soon as practicable following your death.

#### **Section 409A**

It is the intent of this Agreement that it and all payments and benefits hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the RSUs provided under this Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). For purposes of this Agreement, “Section 409A” means Section 409A of the Code, and any final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

#### **Tax Withholding**

Notwithstanding any contrary provision of this Agreement, no Shares shall be distributed to you unless and until you have made satisfactory arrangements with respect to the payment of income, employment and any other taxes which must be withheld with respect to such Shares. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit you to satisfy such tax withholding obligation, in whole or in part by one or more of the following: (a) paying cash, (b) electing to have the Company withhold otherwise deliverable Shares having a value equal to the minimum amount statutorily required to be withheld, (c) delivering to the Company already vested and owned Shares having a value equal to the amount required to be withheld, or (d) selling a sufficient number

of such Shares otherwise deliverable to you through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. If you fail to make satisfactory arrangements for the payment of any required tax withholding obligations with respect to Shares that are vesting, the Administrator, in its sole discretion, may require you to permanently forfeit such Shares and the Shares will be returned to the Plan at no cost.

**Tax Consequences** You acknowledge that you have reviewed with your own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. With respect to such matters, you acknowledge and agree that you are relying solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. You understand that you (and not the Company) shall be responsible for your own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

**Arbitration** You and the Company agree that any and all disputes arising out of the terms of the Notice of Grant, the Plan or this Agreement or their interpretation shall be subject to binding arbitration in Santa Clara County, California before the American Arbitration Association under its California Employment Dispute Resolution Rules, or by a judge to be mutually agreed upon. You and the Company agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. You and the Company agree that the prevailing party in any arbitration shall be awarded reasonable attorney's fees and costs.

**Payments after Death** Any distribution or delivery to be made to you under this Agreement will, if you are then deceased, be made to the administrator or executor of your estate. Any such administrator or executor must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

**Stockholder Rights** Neither you nor any person claiming under or through you will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to you or your broker.

**No Effect on Employment** Your employment with the Company and its Subsidiaries is on an at-will basis only. Accordingly, the terms of your employment with the Company and its Subsidiaries will be determined from time to time by the Company or the Subsidiary employing you (as the case may be), and

the Company or the Subsidiary will have the right, which is hereby expressly reserved, to terminate or change the terms of your employment at any time for any reason whatsoever, with or without good cause or notice.

<b>Notices</b>	Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at 440 East Middlefield Road, Mountain View, California 94043, <u>Attn:</u> Stock Administration, or at such other address as the Company may hereafter designate in writing or electronically.
<b>Grant is Not Transferable</b>	Except to the limited extent provided in paragraph, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void. You may, however, dispose of this award in your will or through a beneficiary designation.
<b>Binding Agreement</b>	Subject to the limitation on the transferability of this grant contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.
<b>Additional Conditions to Issuance of Stock</b>	If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to you (or your estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.
<b>Resale Restrictions</b>	You agree not to sell any RSU Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
<b>Applicable Law</b>	This Agreement will be interpreted and enforced under the laws of the State of California, without regard to its choice-of-law provisions.



**The Plan and  
Other Agreements**

The text of the Plan is incorporated in this Agreement by reference. This Agreement and the Notice of Grant are subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement or the Notice of Grant and one or more provisions of the Plan, the provisions of the Plan will govern.

This Agreement, the Notice of Grant and the Plan constitute the entire understanding between you and the Company regarding this award. Any prior agreements, commitments or negotiations concerning this award are superseded. This Agreement may be amended only by another written agreement between the parties. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without your consent, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection to this grant of RSUs.

**Administrator  
Authority**

The Administrator will have the power to interpret the Plan, the Notice of Grant and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon you, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, the Notice of Grant or this Agreement.

**BY SIGNING THE NOTICE OF GRANT, YOU AGREE TO ALL OF THE TERMS AND  
CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.**

**EHEALTH, INC. 2014 EQUITY INCENTIVE PLAN  
NOTICE OF INITIAL OUTSIDE DIRECTOR STOCK UNIT GRANT**

You have been granted the following Stock Unit award covering shares of the Common Stock of eHealth, Inc. (the “Company”). Each Unit is equivalent to one share of Common Stock of the Company (a “Share”) for purposes of determining the number of Shares subject to this award. None of the restricted Stock Units will be issued (nor will you have the rights of a stockholder with respect to the underlying shares) until the vesting conditions described below are satisfied. Additional terms of this grant are as follows:

Name of Participant:           «FIRST\_NAME» «LAST\_NAME»

Total Number of Shares:   <<SHARES>>

Date of Grant:               «GRANT\_DATE»

Vesting Schedule:           25% of the Shares covered by this award shall vest on each anniversary of the date of grant, subject to your continued Service through such vesting date. In addition, this restricted Stock Unit becomes 100% vested if the Company is subject to a “Change in Control” (as defined in the Plan) before your Service terminates.

You and the Company agree that this Stock Unit award is granted under, and governed by the terms and conditions of, the 2014 Equity Incentive Plan (the “Plan”) and the Stock Unit Award Agreement, both of which are attached to and made a part of this document.

You further agree that the Company may deliver by email all documents relating to the Plan or this award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by email.

**PARTICIPANT:**

**EHEALTH, INC.**

\_\_\_\_\_  
«FIRST\_NAME» «LAST\_NAME»

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**eHealth, Inc. 2014 Equity Incentive Plan**

**Outside Director Stock Unit Agreement**

<b>Grant</b>	The Company hereby grants you an award of restricted Stock Units (“RSUs”), as set forth in the Notice of Stock Unit Grant (the “Notice of Grant”) and subject to the terms and conditions in this Agreement and the Company’s 2014 Equity Incentive Plan (the “Plan”). Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Stock Unit Agreement.
<b>Company’s Obligation</b>	Each RSU represents the right to receive a share of Stock (a “Share”) on the vesting date. Unless and until the RSUs vest, you will have no right to receive Shares under such RSUs. Prior to actual distribution of Shares pursuant to any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Settlement of any vested RSUs shall be made in whole Shares only.
<b>Vesting</b>	Subject to the next paragraph (Forfeiture upon Termination of Service), the RSUs awarded by this Agreement will vest according to the vesting schedule specified in the Notice of Grant.
<b>Forfeiture upon Termination of Service</b>	Notwithstanding any contrary provision of this Agreement or the Notice of Grant, if you terminate Service for any or no reason prior to vesting, the unvested RSUs awarded by this Agreement will thereupon be forfeited at no cost to the Company.
<b>Payment after Vesting</b>	Any RSUs that vest hereunder will be paid to you (or in the event of your death, to your estate) in Shares. Such vested RSUs shall be paid in whole Shares as soon as practicable after vesting, but in each such case within sixty (60) days following the vesting date. In no event will you be permitted, directly or indirectly, to specify the taxable year of payment of any RSUs payable under this Agreement.
<b>Tax Withholding</b>	Currently there is no required US tax withholding with respect to this grant. If withholding should become required, then notwithstanding any contrary provision of this Agreement, no Shares shall be distributed to you unless and until you have made satisfactory arrangements with respect to the payment of income, employment and any other taxes which must be withheld with respect to such Shares. With the Company’s consent, these arrangements may include withholding shares of Company stock that otherwise would be issued to you with a Fair Market Value equal to the minimum amount statutorily required to be withheld.

<b>Section 409A</b>	It is the intent of this Agreement that it and all payments and benefits hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the RSUs provided under this Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). For purposes of this Agreement, “Section 409A” means Section 409A of the Code, and any final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.
<b>Arbitration</b>	You and the Company agree that any and all disputes arising out of the terms of the Notice of Grant, the Plan or this Agreement or their interpretation shall be subject to binding arbitration in Santa Clara County, California before the American Arbitration Association under its California Employment Dispute Resolution Rules, or by a judge to be mutually agreed upon. You and the Company agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. You and the Company agree that the prevailing party in any arbitration shall be awarded reasonable attorney’s fees and costs.
<b>Payments after Death</b>	Any distribution or delivery to be made to you under this Agreement will, if you are then deceased, be made to the administrator or executor of your estate. Any such administrator or executor must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.
<b>Stockholder Rights</b>	Neither you nor any person claiming under or through you will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to you or your broker.
<b>Notices</b>	Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at 440 East Middlefield Road, Mountain View, California 94043, <u>Attn:</u> Stock Administration, or at such other address as the Company may hereafter designate in writing or electronically.

<b>Grant is Not Transferable</b>	Except to the limited extent provided in paragraph, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void. You may, however, dispose of this award in your will or through a beneficiary designation.
<b>Binding Agreement</b>	Subject to the limitation on the transferability of this grant contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.
<b>Additional Conditions to Issuance of Stock</b>	If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to you (or your estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.
<b>Resale Restrictions</b>	You agree not to sell any RSU Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
<b>Applicable Law</b>	This Agreement will be interpreted and enforced under the laws of the State of California, without regard to its choice-of-law provisions.

**The Plan and  
Other Agreements**

The text of the Plan is incorporated in this Agreement by reference. This Agreement and the Notice of Grant are subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement or the Notice of Grant and one or more provisions of the Plan, the provisions of the Plan will govern.

This Agreement, the Notice of Grant and the Plan constitute the entire understanding between you and the Company regarding this award. Any prior agreements, commitments or negotiations concerning this award are superseded. This Agreement may be amended only by another written agreement between the parties. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without your consent, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection to this grant of RSUs.

**Administrator  
Authority**

The Administrator will have the power to interpret the Plan, the Notice of Grant and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon you, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, the Notice of Grant or this Agreement.

**BY SIGNING THE NOTICE OF GRANT, YOU AGREE TO ALL OF THE TERMS AND  
CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.**

**EHEALTH, INC. 2014 EQUITY INCENTIVE PLAN  
NOTICE OF ANNUAL OUTSIDE DIRECTOR STOCK UNIT GRANT**

You have been granted the following Stock Unit award covering shares of the Common Stock of eHealth, Inc. (the “Company”). Each Unit is equivalent to one share of Common Stock of the Company (a “Share”) for purposes of determining the number of Shares subject to this award. None of the restricted Stock Units will be issued (nor will you have the rights of a stockholder with respect to the underlying shares) until the vesting conditions described below are satisfied. Additional terms of this grant are as follows:

Name of Participant:           «FIRSTNAME» «LASTNAME»

Total Number of Shares:       «SHARESGRANTED»

Date of Grant:               «AWARDDATE»

Vesting Schedule:           100% of the Shares covered by this award shall vest on the day prior to the Company’s next annual stockholder meeting, subject to your continued Service through such vesting date. In addition, this restricted Stock Unit becomes 100% vested if the Company is subject to a “Change in Control” (as defined in the Plan) before your Service terminates.

You and the Company agree that this Stock Unit award is granted under, and governed by the terms and conditions of, the 2014 Equity Incentive Plan (the “Plan”) and the Stock Unit Award Agreement, both of which are attached to and made a part of this document.

You further agree that the Company may deliver by email all documents relating to the Plan or this award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by email.

**PARTICIPANT:**

**EHEALTH, INC.**

\_\_\_\_\_  
«FIRSTNAME» «LASTNAME»

By: \_\_\_\_\_

Title: Chief Executive Officer

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**eHealth, Inc. 2014 Equity Incentive Plan**

**Outside Director Stock Unit Agreement**

<b>Grant</b>	The Company hereby grants you an award of restricted Stock Units (“RSUs”), as set forth in the Notice of Stock Unit Grant (the “Notice of Grant”) and subject to the terms and conditions in this Agreement and the Company’s 2014 Equity Incentive Plan (the “Plan”). Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Stock Unit Agreement.
<b>Company’s Obligation</b>	Each RSU represents the right to receive a share of Stock (a “Share”) on the vesting date. Unless and until the RSUs vest, you will have no right to receive Shares under such RSUs. Prior to actual distribution of Shares pursuant to any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Settlement of any vested RSUs shall be made in whole Shares only.
<b>Vesting</b>	Subject to the next paragraph (Forfeiture upon Termination of Service), the RSUs awarded by this Agreement will vest according to the vesting schedule specified in the Notice of Grant.
<b>Forfeiture upon Termination of Service</b>	Notwithstanding any contrary provision of this Agreement or the Notice of Grant, if you terminate Service for any or no reason prior to vesting, the unvested RSUs awarded by this Agreement will thereupon be forfeited at no cost to the Company.
<b>Payment after Vesting</b>	Any RSUs that vest hereunder will be paid to you (or in the event of your death, to your estate) in Shares. Such vested RSUs shall be paid in whole Shares as soon as practicable after vesting, but in each such case within sixty (60) days following the vesting date. In no event will you be permitted, directly or indirectly, to specify the taxable year of payment of any RSUs payable under this Agreement.
<b>Tax Withholding</b>	Currently there is no required US tax withholding with respect to this grant. If withholding should become required, then notwithstanding any contrary provision of this Agreement, no Shares shall be distributed to you unless and until you have made satisfactory arrangements with respect to the payment of income, employment and any other taxes which must be withheld with respect to such Shares. With the Company’s consent, these arrangements may include withholding shares of Company stock that otherwise would be issued to you with a Fair Market Value equal to the minimum amount statutorily required to be withheld.



<b>Section 409A</b>	It is the intent of this Agreement that it and all payments and benefits hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the RSUs provided under this Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). For purposes of this Agreement, “Section 409A” means Section 409A of the Code, and any final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.
<b>Arbitration</b>	You and the Company agree that any and all disputes arising out of the terms of the Notice of Grant, the Plan or this Agreement or their interpretation shall be subject to binding arbitration in Santa Clara County, California before the American Arbitration Association under its California Employment Dispute Resolution Rules, or by a judge to be mutually agreed upon. You and the Company agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. You and the Company agree that the prevailing party in any arbitration shall be awarded reasonable attorney’s fees and costs.
<b>Payments after Death</b>	Any distribution or delivery to be made to you under this Agreement will, if you are then deceased, be made to the administrator or executor of your estate. Any such administrator or executor must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.
<b>Stockholder Rights</b>	Neither you nor any person claiming under or through you will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to you or your broker.
<b>Notices</b>	Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at 440 East Middlefield Road, Mountain View, California 94043, <u>Attn</u> : Stock Administration, or at such other address as the Company may hereafter designate in writing or electronically.

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<b>Grant is Not Transferable</b>	Except to the limited extent provided in paragraph, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void. You may, however, dispose of this award in your will or through a beneficiary designation.
<b>Binding Agreement</b>	Subject to the limitation on the transferability of this grant contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.
<b>Additional Conditions to Issuance of Stock</b>	If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to you (or your estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.
<b>Resale Restrictions</b>	You agree not to sell any RSU Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
<b>Applicable Law</b>	This Agreement will be interpreted and enforced under the laws of the State of California, without regard to its choice-of-law provisions.

**The Plan and  
Other Agreements**

The text of the Plan is incorporated in this Agreement by reference. This Agreement and the Notice of Grant are subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement or the Notice of Grant and one or more provisions of the Plan, the provisions of the Plan will govern.

This Agreement, the Notice of Grant and the Plan constitute the entire understanding between you and the Company regarding this award. Any prior agreements, commitments or negotiations concerning this award are superseded. This Agreement may be amended only by another written agreement between the parties. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without your consent, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection to this grant of RSUs.

**Administrator  
Authority**

The Administrator will have the power to interpret the Plan, the Notice of Grant and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon you, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, the Notice of Grant or this Agreement.

**BY SIGNING THE NOTICE OF GRANT, YOU AGREE TO ALL OF THE TERMS AND  
CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.**

**EHEALTH, INC. 2014 EQUITY INCENTIVE PLAN  
NOTICE OF STOCK OPTION GRANT  
PEOPLE’S REPUBLIC OF CHINA PARTICIPANTS**

You have been granted the following option to purchase shares of the Common Stock of eHealth, Inc. (the “Company”):

Name of Optionee:	«Name»
Total Number of Shares:	«TotalShares»
Type of Option:	«NSO»Nonstatutory Stock Option
Exercise Price per Share:	\$«PricePerShare»
Date of Grant:	«DateGrant»
Vesting Commencement Date:	«VestDay»
Vesting Schedule:	This option becomes exercisable with respect to the first «CliffPercent»% of the shares subject to this option when you complete «CliffPeriod» months of continuous “Service” (as defined in the Plan) from the Vesting Commencement Date above. Thereafter, this option becomes exercisable with respect to an additional «Percent»% of the shares subject to this option when you complete each month of Service.
Expiration Date:	«ExpDate». This option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement.

You and the Company agree that this option is granted under, and governed by the terms and conditions of, the 2014 Equity Incentive Plan (the “Plan”) and the Stock Option Agreement, both of which are attached to and made a part of this document.

You further agree that the Company may deliver by email all documents relating to the Plan or this option (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by email.

**OPTIONEE:**

**EHEALTH, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EHEALTH, INC. 2014 EQUITY INCENTIVE PLAN  
STOCK OPTION AGREEMENT**

**PEOPLE’S REPUBLIC OF CHINA PARTICIPANTS**

<b>Grant</b>	The Company hereby grants you an award of stock option to purchase shares of Common Stock of the Company, as set forth in the Notice of Stock Option Grant and subject to the terms and conditions in this Agreement and the Company’s 2014 Equity Incentive Plan (the “Plan”). Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Stock Option Agreement.
<b>Tax Treatment</b>	This option is intended to be a nonstatutory stock option, as provided in the Notice of Stock Option Grant.
<b>Vesting</b>	This option becomes exercisable in installments, as shown in the Notice of Stock Option Grant. This option will in no event become exercisable for additional shares after your Service has terminated for any reason.
<b>Term</b>	This option expires in any event at the close of business at Company headquarters on the day before the 7 <sup>th</sup> anniversary of the Date of Grant, as shown in the Notice of Stock Option Grant. (It will expire earlier if your Service terminates, as described below.)
<b>Regular Termination</b>	If your Service terminates for any reason except death or “Total and Permanent Disability” (as defined in the Plan), then this option will expire at the close of business at Company headquarters on the date three months after your termination date. The Company determines when your Service terminates for this purpose.
<b>Death</b>	If you die before your Service terminates, then this option will expire at the close of business at Company headquarters on the date 12 months after the date of death.
<b>Disability</b>	If your Service terminates because of your Total and Permanent Disability, then this option will expire at the close of business at Company headquarters on the date 12 months after your termination date.
<b>Leaves of Absence and Part-Time Work</b>	For purposes of this option, your Service does not terminate when you go on a military leave, a sick leave or another <i>bona fide</i> leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.

If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.

**Restrictions on Exercise**

The Company will not permit you to exercise this option if the issuance of shares at that time would violate any applicable law or regulation, as determined by the Company.

**Notice of Exercise**

When you wish to exercise this option, you must notify the Company by filing the proper "Notice of Exercise" form at the address given on the form. Your notice must specify how many shares you wish to purchase. Your notice must also specify how your shares should be registered. The notice will be effective when the Company receives it along with payment for the applicable option exercise price in the form set forth in the "Form of Payment" section below, unless any applicable law forbids the exercise of this option at such time.

If someone else wants to exercise this option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

**Form of Payment**

When you submit your notice of exercise, you must include payment of the option exercise price for the shares that you are purchasing. To the extent permitted by applicable law, payment may be made in one (or a combination of two or more) of the following forms:

- If you have funds held by you outside of the People's Republic of China, you may pay by cash or check from such funds.
- Certificates for shares of Company stock that you own, along with any forms needed to effect a transfer of those shares to the Company. However, the Company's consent is required for this alternative. The value of the shares, determined as of the effective date of the option exercise, will be applied to the option exercise price. Instead of surrendering shares of Company stock, you may attest to the ownership of those shares on a form provided by the Company and have the same number of shares subtracted from the option shares issued to you.
- Irrevocable directions to a securities broker approved by the Company to sell all or part of your option shares and to deliver to the Company from the sale proceeds an amount sufficient to pay the option exercise price and any withholding taxes. The balance of the sale proceeds, if any, will be delivered to you.

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- Any other methods approved by the Company.

**Withholding Taxes  
and Stock  
Withholding**

You agree to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining you) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements as well as social security charges applicable to the exercise of this option or the disposition of any shares acquired upon exercise. In this regard, you authorize the Company (and/or the Parent or Subsidiary employing or retaining you) to withhold all applicable taxes legally payable by you from your wages or other cash compensation paid to you by the Company (and/or the Parent or Subsidiary employing or retaining you) or from proceeds from the sale of shares acquired upon exercise of this option in an amount sufficient to cover such tax obligations. You acknowledge and agree that the Company may refuse to honor the exercise and refuse to deliver shares to you if such withholding amounts are not satisfied at the time of exercise.

Notwithstanding the foregoing, you acknowledge that you have reviewed with your own tax advisors the tax consequences of the award by the Company of the stock option, and that you are relying solely on such advisors and not on any statements or representations of the Company (and/or the Parent or Subsidiary employing or retaining you) or any of their respective agents. You understand and agree that the Company is not obligated to make arrangements with you regarding tax withholding and that you (and not the Company and/or the Parent or Subsidiary employing or retaining you) shall be solely responsible for any and all taxes or duties levied or assessed by any Chinese or other governmental authority relating to this stock option.

**Restrictions on  
Resale**

You agree not to sell any option shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

<b>Transfer of Option</b>	<p>Prior to your death, only you may exercise this option. You cannot transfer or assign this option. For instance, you may not sell this option or use it as security for a loan. If you attempt to do any of these things, this option will immediately become invalid. You may, however, dispose of this option in your will or a beneficiary designation.</p> <p>Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in your option in any other way.</p>
<b>Additional Conditions to Issuance of Stock</b>	<p>If at any time the Company determines, in its discretion, that the listing, registration or qualification of the shares of Common Stock of the Company upon any securities exchange or under any state, federal or foreign law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of shares to you (or your estate) upon exercise of the option, such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. In addition, no shares will be issued to you if such issuance will violate any applicable law.</p>
<b>Retention Rights; No Effect on Employment</b>	<p>Your option or this Agreement does not give you the right to be retained by the Company or a subsidiary of the Company in any capacity.</p> <p>Your employment with the Company (or the Parent or Subsidiary employing or retaining you) is on an at-will basis only. Accordingly, the terms of your service will be determined from time to time by the Company (or the Parent or Subsidiary employing or retaining you), and the Company or the applicable Parent or Subsidiary will have the right, which is hereby expressly reserved, to terminate or change the terms of your employment at any time for any reason whatsoever, with or without good cause or notice.</p>
<b>Stockholder Rights</b>	<p>Neither You, your estate or heirs, nor any other person claiming under or through you will have any rights or privileges as a stockholder of the Company until this option has been exercised by giving the required notice to the Company and paying the exercise price. No adjustments are made for dividends or other rights if the applicable record date occurs before you exercise this option, except as described in the Plan.</p>
<b>Adjustments</b>	<p>In the event of a stock split, a stock dividend or a similar change in Company stock, the number of shares covered by this option and the exercise price per share will be adjusted pursuant to the Plan.</p>
<b>Acknowledgements</b>	<p>You acknowledge receipt of a copy of the Plan and represent that you</p>



are familiar with the terms and provisions thereof, and hereby accept this option subject to all of the terms and provisions thereof. You have reviewed the Plan and this option in their entirety, have had an opportunity to obtain the advice of counsel prior to executing this option and fully understand all provisions of the option. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this option. You further agree to notify the Company upon any change in your residence address.

You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document by and among, as applicable, your employer, and the Company, its Subsidiaries and Affiliates (collectively referred to in this section as the “Company”) for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company and your employer hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Plan shares or directorships held in the Company, details of all options or any other entitlement to Plan shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan (“Data”). You understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country, or elsewhere, and that the recipient’s country may have different data privacy laws and protections than your country. You authorize the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom you may elect to deposit any Plan shares acquired upon exercise of the option. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. The Data shall remain strictly confidential and shall be used only for the purpose of the Plan by the employer, and in certain cases, by the employer’s banking and technical advisors. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or withdraw the consents herein by contacting in writing your local human resources representative. You understand that withdrawal of consent may affect your ability to exercise or realize benefits from the option.

You understand that the Company has reserved the right to amend or terminate the Plan at any time, and that the grant of an option under the Plan at one time does not in any way obligate the Company or any Parent or Subsidiary of the Company to grant additional options or other equity awards in any future year or in any given amount. You acknowledge and understand that the grant of this option and any future options or other equity awards granted under the Plan is wholly discretionary in nature and is not to be considered part of any normal or expected compensation that is or would be subject to severance, resignation, redundancy or similar pay, other than to the extent required by local law.

**Notices**

Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at 440 East Middlefield Road, Mountain View, California 94043, Attn: Stock Administration, or at such other address as the Company may hereafter designate in writing or electronically.

**Binding Agreement**

Subject to the limitation on the transferability of this grant contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

**Applicable Law**

This Agreement will be interpreted and enforced under the laws of the State of California, United States of America (without regard to their choice-of-law provisions).

**The Plan and  
Other Agreements**

The text of the Plan is incorporated in this Agreement by reference. This Agreement and the Notice of Stock Option Grant are subject to all terms and conditions of the Plan. In the event of a conflict between one or more provisions of this Agreement or the Notice of Stock Option Grant and one or more provisions of the Plan, the provisions of the Plan shall govern.

This Agreement and the Plan constitute the entire understanding between you and the Company regarding this option. Any prior agreements, commitments or negotiations concerning this option are superseded. This Agreement may be amended only by another written agreement between the parties.

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**Administrator  
Authority**

The Administrator will have the power to interpret the Plan, the Notice of Stock Option Grant and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any options have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon you, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, the Notice of Stock Option Grant or this Agreement.

**BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE  
TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.**

**EHEALTH, INC. 2014 EQUITY INCENTIVE PLAN  
NOTICE OF STOCK UNIT GRANT**

**PEOPLE’S REPUBLIC OF CHINA PARTICIPANTS**

You have been granted the following Stock Unit award covering shares of the Common Stock of eHealth, Inc. (the “Company”). Each Unit is equivalent to one share of Common Stock of the Company (a “Share”) for purposes of determining the number of Shares subject to this award. None of the restricted Stock Units will be issued (nor will you have the rights of a stockholder with respect to the underlying shares) until the vesting conditions described below are satisfied. Additional terms of this grant are as follows:

Name of Participant:	«FIRSTNAME» «LASTNAME»
Total Number of Shares:	«SHARESGRANTED»
Date of Grant:	«AWARDDATE»
Vesting Commencement Date:	«VESTINGSTARTDATE»
Vesting Schedule:	One-fourth of the Shares covered by this award shall vest on each anniversary of the Vesting Commencement Date, such that this award shall be 100% vested on the fourth anniversary of the Vesting Commencement Date, subject to your continued Service through each vesting date.

You and the Company agree that this Stock Unit award is granted under, and governed by the terms and conditions of, the 2014 Equity Incentive Plan (the “Plan”) and the Stock Unit Award Agreement, both of which are attached to and made a part of this document.

You further agree that the Company may deliver by email all documents relating to the Plan or this award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by email.

**PARTICIPANT:**

**EHEALTH, INC.**

\_\_\_\_\_  
«FIRSTNAME» «LASTNAME»

By: \_\_\_\_\_  
Title: Chief Executive Officer

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**eHealth, Inc. 2014 Equity Incentive Plan**

**Stock Unit Agreement**

<b>Grant</b>	The Company hereby grants you an award of restricted Stock Units (“RSUs”), as set forth in the Notice of Stock Unit Grant (the “Notice of Grant”) and subject to the terms and conditions in this Agreement and the Company’s 2014 Equity Incentive Plan (the “Plan”). Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Stock Unit Agreement.
<b>Company’s Obligation</b>	Each RSU represents the right to receive a share of Stock (a “Share”) on the vesting date. Unless and until the RSUs vest, you will have no right to receive Shares under such RSUs. Prior to actual distribution of Shares pursuant to any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Settlement of any vested RSUs shall be made in whole Shares only.
<b>Vesting</b>	Subject to the next paragraph (Forfeiture upon Termination of Service), the RSUs awarded by this Agreement will vest according to the vesting schedule specified in the Notice of Grant. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Grant may be adjusted in accordance with the Company’s part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
<b>Forfeiture upon Termination of Service</b>	Notwithstanding any contrary provision of this Agreement or the Notice of Grant, if you terminate Service for any or no reason prior to vesting, the unvested RSUs awarded by this Agreement will thereupon be forfeited at no cost to the Company.
<b>Leaves of Absence</b>	For purposes of this RSU, your Service does not terminate when you go on a military leave, a sick leave or another <i>bona fide</i> leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Grant may be adjusted in accordance with the Company’s leave of absence policy or the terms of your leave.
<b>Payment after Vesting</b>	Any RSUs that vest hereunder will be paid to you (or in the event of your death, to your estate) in Shares, unless any applicable law forbids the payment of Shares at such time.

<b>Tax Withholding</b>	<p>You agree to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining you) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements as well as social security charges applicable to the RSUs. In this regard, you authorize the Company (and/or the Parent or Subsidiary employing or retaining you) to withhold all applicable taxes legally payable by you from your wages or other cash compensation paid to you by the Company (and/or the Parent or Subsidiary employing or retaining you) or from proceeds from the sale of Shares acquired upon payment of this RSU in an amount sufficient to cover such tax obligations. You acknowledge and agree that the Company may refuse to distribute Shares to you if such withholding amounts are not satisfied at the time of delivery of the Shares.</p>
	<p>Notwithstanding the foregoing, you acknowledge that you have reviewed with your own tax advisors the tax consequences of the award by the Company of the Stock Units, and that you are relying solely on such advisors and not on any statements or representations of the Company (and/or the Parent or Subsidiary employing or retaining you) or any of their respective agents. You understand and agree that the Company is not obligated to make arrangements with you regarding tax withholding and that you (and not the Company and/or the Parent or Subsidiary employing or retaining you) shall be solely responsible for any and all taxes or duties levied or assessed by any Chinese or other governmental authority as a result of the Company's award of Stock Units to you.</p>
<b>Dispute Resolution</b>	<p>You and the Company agree that any and all disputes arising out of the terms of the Notice of Grant, the Plan or this Agreement or their interpretation shall be resolved in accordance with the provisions of the Mutual Agreement to Mediate Claims entered into between you and the Company, as such agreement may be amended from time to time.</p>
<b>Payments after Death</b>	<p>Any distribution or delivery to be made to you under this Agreement will, if you are then deceased, be made to the administrator or executor of your estate. Any such administrator or executor must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.</p>
<b>Stockholder Rights</b>	<p>Neither you nor any person claiming under or through you will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to you or your broker.</p>

<b>No Effect on Employment</b>	Your employment with the Company and its Subsidiaries is on an at-will basis only. Accordingly, the terms of your employment with the Company and its Subsidiaries will be determined from time to time by the Company or the Subsidiary employing you (as the case may be), and the Company or the Subsidiary will have the right, which is hereby expressly reserved, to terminate or change the terms of your employment at any time for any reason whatsoever, with or without good cause or notice.
<b>Notices</b>	Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at 440 East Middlefield Road, Mountain View, California 94043, <u>Attn:</u> Stock Administration, or at such other address as the Company may hereafter designate in writing or electronically.
<b>Grant is Not Transferable</b>	Except to the limited extent provided in this paragraph, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void. You may, however, dispose of this award in your will or through a beneficiary designation.
<b>Binding Agreement</b>	Subject to the limitation on the transferability of this grant contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.
<b>Additional Conditions to Issuance of Stock</b>	If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state, federal or foreign law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to you (or your estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state, federal or foreign law or securities exchange and to obtain any such consent or approval of any such governmental authority. In addition, no Shares will be issued to you if such issuance will violate any applicable law.

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**Resale Restrictions**

You agree not to sell any RSU Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

**Acknowledgements**

You acknowledge receipt of a copy of the Plan and represent that you are familiar with the terms and provisions thereof, and hereby accept this RSU subject to all of the terms and provisions thereof. You have reviewed the Plan and this RSU in their entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand all provisions of the RSU. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this RSU. You further agree to notify the Company upon any change in your residence address.

You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document by and among, as applicable, your employer, and the Company, its Subsidiaries and Affiliates (collectively referred to in this section as the “Company”) for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company and your employer hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Plan shares or directorships held in the Company, details of all RSUs or any other entitlement to Plan shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan (“Data”). You understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country, or elsewhere, and that the recipient’s country may have different data privacy laws and protections than your country. You authorize the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom you may elect to deposit any Plan shares acquired upon payment of the RSU. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. The Data shall remain strictly confidential and shall be used only for the purpose of the Plan by the employer, and in certain cases, by the employer’s banking and technical advisors. You understand that you



may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or withdraw the consents herein by contacting in writing your local human resources representative. You understand that withdrawal of consent may affect your ability to realize benefits from the RSU.

You understand that the Company has reserved the right to amend or terminate the Plan at any time, and that the grant of a RSU under the Plan at one time does not in any way obligate the Company or any Parent or Subsidiary of the Company to grant additional RSUs in any future year or in any given amount. You acknowledge and understand that the grant of this RSU and any future RSUs granted under the Plan is wholly discretionary in nature and is not to be considered part of any normal or expected compensation that is or would be subject to severance, resignation, redundancy or similar pay, other than to the extent required by local law.

**Applicable Law**

This Agreement will be interpreted and enforced under the laws of the California, United States of America, without regard to its choice-of-law provisions.

**The Plan and  
Other Agreements**

The text of the Plan is incorporated in this Agreement by reference. This Agreement and the Notice of Grant are subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement or the Notice of Grant and one or more provisions of the Plan, the provisions of the Plan will govern.

This Agreement, the Notice of Grant and the Plan constitute the entire understanding between you and the Company regarding this award. Any prior agreements, commitments or negotiations concerning this award are superseded. This Agreement may be amended only by another written agreement between the parties.

**Administrator  
Authority**

The Administrator will have the power to interpret the Plan, the Notice of Grant and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon you, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, the Notice of Grant or this Agreement.

**BY SIGNING THE NOTICE OF GRANT, YOU AGREE TO ALL OF THE TERMS AND  
CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.**

OPINION OF WILSON SONSINI GOODRICH & ROSATI,  
PROFESSIONAL CORPORATION

June 11, 2014

eHealth, Inc.  
440 East Middlefield Road  
Mountain View, California 94043

**Re: Registration Statement on Form S-8**

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the “Registration Statement”) to be filed by you with the Securities and Exchange Commission on or about the date hereof, in connection with the registration under the Securities Act of 1933, as amended, of an aggregate of 4,500,000 shares of your common stock, par value \$0.001 per share (the “Shares”), reserved for issuance under the 2014 Equity Incentive Plan (the “Plan”). As your legal counsel, we have reviewed the actions proposed to be taken by you in connection with the issuance and sale of the Shares to be issued under the Plan.

It is our opinion that the Shares, when issued and sold in the manner referred to in the Plan and pursuant to the agreements which accompany the Plan, will be legally and validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to the use of our name wherever appearing in the Registration Statement and any amendments thereto.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

/s/ Wilson Sonsini Goodrich & Rosati, P.C.

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2014 Equity Incentive Plan of eHealth, Inc. of our reports dated March 12, 2014, with respect to the consolidated financial statements of eHealth, Inc. and the effectiveness of internal control over financial reporting of eHealth, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2013, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Redwood City, California

June 10, 2014