



CONFIDENTIAL

November 18, 2016

Kris Gale, Co-Founder
Clover Health Labs, LLC
22 4th Street, 6th Floor
San Francisco, CA 94103

Dear Clinton,

We're pleased to offer you employment with Clover Health Labs, LLC. (the "Company").

Position and Compensation: We expect you'll begin working in our San Francisco office as a Security Engineer starting on December 12, 2016. The Company will pay you an annual salary of \$160,000. Your salary will be paid bi-weekly in accordance with the Company's standard payroll procedures, subject to applicable withholdings.

Stock Options: The Company will recommend that our Board of Directors approve, as soon as reasonably practical after your start date, granting you an option (the "Option") to purchase 5,700 shares of the Company's common stock. The Option will be governed by the terms of the Company's Equity Incentive Plan (the "Plan") and the standard form of Stock Option Agreement under the Plan. The exercise price of the Option will be determined by the Board consistent with the Plan, the Company's standard practices and applicable law. The Option will vest over five (5) years from your start date for so long as you remain employed by the Company after the start date as follows: 20% of the shares subject to the Option shall vest on the one-year anniversary of the Start Date, and the remainder shall vest in equal monthly installments over the following forty-eight (48) months.

Benefits: As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. Coverage commences the first day of the month after you start working with the Company. In addition, you will be entitled to paid vacation and sick leave in accordance with the Company's policy, as in effect from time to time.

Employment Relationship: Your employment with the Company will be "at will". This means that the Company and you are free to terminate your employment at any time, for any reason, or for no reason, with or without cause, and with or without notice. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. No statements in this offer letter or in any other Company document constitute an employment contract, nor do they alter your at-will status. Although your job duties, title, compensation and benefits, as well as the Company's policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).